

**AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF UNION**  
**AND**  
**UNION COUNTY SHERIFF**  
**AND**  
**PBA LOCAL 108A**  
**SHERIFF SUPERIOR OFFICERS**

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**Effective: JANUARY 1, 2016 THROUGH DECEMBER 31, 2017**

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**AGREEMENT**

**PREAMBLE**

This Agreement made this 23rd day of January, 2014, by and between **THE COUNTY OF UNION and the SHERIFF OF THE COUNTY OF UNION**, hereinafter called “**Employer**” and **POLICE BENEVOLENT ASSOCIATION LOCAL 108A, SHERIFF’S SUPERIOR OFFICERS**, hereinafter called the “**PBA**”.

**WITNESSETH:**

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

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

**ARTICLE I**

**RECOGNITION**

**Section 1.** The Employer hereby recognizes PBA Local 108A, Sheriff’s Superior Officers, as the exclusive negotiating representative for all of its Sheriff’s Superior Officers through and including the rank of Captain, at its location at the Courthouse, Elizabeth, New Jersey, or some other locations wherein such employees may be employed under the jurisdiction of the Employer.

**ARTICLE II**

**MANAGEMENT RIGHTS**

**Section 1.**

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

in the New Jersey statutes in such cases made and provided or the Administrative Code of the County of Union.

**Section 2.**

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

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

(b) The Sheriff shall have the right to hire all employees and subject to rules and regulations to determine their qualifications and conditions for their continued employment or their dismissal, demotion, and to discipline for just cause, and to promote and transfer all such employee's subject to the New Jersey Statutes and the Administrative Code of the County of Union.

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

**Section 3.**

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Sheriff, the County Manager or other designee, the adoption of policies, rules, regulations and

practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and expressed terms are in conflict with the laws of the State of New Jersey, the Constitution of the State of New Jersey, the Constitution and laws of the United States, the New Jersey Employer-Employee Relations Act, and the provisions of this contract.

**Section 4.**

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

**ARTICLE III**  
**PAYROLL DEDUCTION OF PBA DUES**

**Section 1.**

The Employer agrees to deduct from the salaries of each employee who is a member of the PBA, under the terms of this Agreement, dues for the PBA Local 108A, Sheriff's Superior Officers, when same is authorized in writing by each such PBA member. Individual authorization forms shall be filed by the PBA with the appropriate business office of the Employer.

**Section 2.**

An authorization for deduction of PBA membership dues shall be terminated automatically when an employee is removed from the payroll of the County. Where an employee takes leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect dues from his or her salary during such absence. Upon return to employment at the termination of said leave

the County shall continue to deduct dues from his or her salary in accordance with the payroll deduction program agreed upon by the parties.

**Section 3.**

Upon request of the PBA, the Employer will deduct a representation fee from the wages of each employee who is not a member of the PBA. These deductions will commence effective immediately, or thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment, whichever is sooner. The amount of the representation fee will be certified to the Employer by the PBA within five (5) working days after the signing of this Agreement, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the PBA to its members.

**Section 4.**

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

**Section 5.**

The Employer will remit the amounts deducted together with an itemized statement, to the Treasurer of the PBA by the 15th day of the current month after such deductions are made. The PBA will establish and maintain at all times a demand and return system as provided by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the PBA shall be available to all employees in the unit on an equal basis at all times. In the event the PBA fails to maintain such a demand and return system or if membership is not available to employees in the unit on an equal basis, the Employer will immediately cease making such deductions.

**ARTICLE IV**

**SALARIES**

**Section 1.**

Salaries shall be adjusted in accordance with the salary guide set forth on Exhibit B which is attached hereto and made a part hereof. This salary guide reflects percentage adjustments in as follows:

Effective January 1, 2016     2.00% across the board

Effective January 1, 2017     2.00% across the board

The salary guide also reflects a performance-based payment to be determined by the Sheriff based upon performance by the employees in this unit as supervisors.

The salary guide also reflects the addition of \$100.00 to offset the value of the disability plan which is not available to the employees in this unit which shall be effective March 1, 1997.

Effective January 1, 2002, all officers will receive \$1486.00 added to base salary in consideration for an additional 18 minutes of work time per day.

**Section 2.**

Effective January 1, 2000, paychecks will be distributed on a bi-weekly basis (e.g., every two (2) weeks) and employees will be provided with a "direct deposit" option and will execute all forms necessary to effectuate that option.

Effective January 17, 2012, in order to maintain a bi-weekly basis for paycheck distribution, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year as follows:

2012:            Tuesday

2013:            Wednesday

2014:            Thursday

2015:            Friday



2016: Monday

This cycle will continue 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/

In the event the County determines to change the pay schedule to a bi-monthly schedule on the 15<sup>th</sup> and 30<sup>th</sup> of each month, the PBA agrees that it will accept the change without dispute.

Effective January 1, 2014, all paychecks will be done by direct deposit.

The parties agree that the County will not raise any timeliness defenses to any grievance that may be filed by the PBA over the existing payroll dispute between the parties.

**Section 3. Senior Officer.**

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

- (a) Effective January 1, 2011, employees starting their 10<sup>th</sup> year of service as a Sheriff's Officer for Union County shall be entitled to senior officer pay in the amount of \$1575.00.00 per annum which shall be added to base salary but shall not be compounded by any percentage increases applied to base rate.
- (b) Effective January 1, 2011, employees starting their 15<sup>th</sup> year of service as a Sheriff's Officer for Union County shall be entitled to senior officer pay in the amount of \$2575.00 per annum which shall be added to base salary but shall not be compounded by any percentage increases applied to base rate.
- (c) Effective January 1, 2011, employees starting their 20<sup>th</sup> year of service as a Sheriff's Officer for Union County shall be entitled to senior officer pay in the amount of \$3075.00 per annum which shall be added to base salary and shall be compounded by any percentage increase applied to the base rate.
- (d) Effective March 1, 2002, any employee who is entitled to Senior Officer Pay and

who is currently receiving longevity payments shall no longer be entitled to receive longevity payments.

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

**Section 1.**

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

**Section 2.**

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

(b) Effective July 1, 2013, the County shall modify all health plans as follows.

	<b>Out of Network Benefit</b>
Current	\$250 Single/\$500 All Others
Proposed	\$500 Single/\$1,000 All Others

	<b>Out of Network Reimbursement Benefit*</b>
Current	80th Percentile of HIAA
Proposed	150% of CMS (Medicare)

**Section 3.**

Effective October 1, 1994, the following changes shall be applied to the existing

hospitalization coverage.

- (a) Deductibles shall be increased from \$100 to \$200 per employee per year and from \$200 to \$400 per year for dependents.
- (b) Major Medical co-payments shall be increased from 80%/20% of \$2,000 to 80%/20% of \$5,000.
- (c) Pre-Admission Review (PAR) and Mandatory Second Surgical opinion (MSSOP) with 50% cutbacks shall be implemented.
- (d) Effective June 30, 1995, there shall be a \$10.00 co-pay per month for dependent health care insurance to offset any cost increases in dependent coverage for the insurance year 1994/1995 over 1993/1994.
- (e) Effective February 1, 1997, the Blue Cross/Blue Shield health insurance coverage program known and designated as "Blue Select" will replace the traditional health insurance coverage currently being provided by the Employer for bargaining unit employees. All existing cost containment and co-pay provisions applicable to the hospitalization insurance program shall be maintained, except as follows:
  - 1. Effective January 1, 2003, the deductible for any single benefit period shall be reduced to \$100.00 for each employee and an additional amount of \$200.00 for eligible dependents.
  - 2. Effective September 1, 2006, the Horizon HMO and POS plans shall be eliminated. Effective September 1, 2006, Direct Access shall replace Horizon PPO at the following co-pay levels:
    - a) \$10.00 co-pay for in-network services – doctor's office visits only
    - b) \$10.00 co-pay for all out-of-network services – employees who go out of network will be reimbursed by the County for the 30% differential less the

\$10.00 co-pay for services, upon applying to the Third Party Administrator (“TPA”) for reimbursement. The TPA shall reimburse employees within 10 days of the date the claim was submitted.

3. Effective January 1, 2002, the Out of Network cost share for the Horizon PPO (Blue Select) shall be 70/30.

4. Effective January 1, 2002, all current employees shall contribute the following towards the cost of health insurance coverage:

Employees earning under \$75,000 - \$25.00 per month

Employees earning over \$75,000 as follows:

2002 - \$35.00 per month

2003 - \$40.00 per month

2004 - \$40.00 per month

Contributions are made on a pre-tax basis.

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

a) Single Coverage \$40.00 per month

b) Family, PC or HW \$55.00 per month

5. Employees promoted into the ranks of Superior Officers shall continue the same level of health benefits and shall continue to pay the same amounts (co-pays or contributions) he or she was receiving and paying prior to his or her promotion.

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

7. The Horizon PPO and Horizon Traditional Plans will be maintained for employees choosing said plan with their cost being the difference between the PPO or Traditional Plan premium, whichever is applicable, and the Direct Access premium in any given year.
8. Effective January 1, 2011, the Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
9. Effective January 1, 2011, emergency room co-pays shall be \$25.00 per visit (to be waived if admitted).
10. Any contribution to health care premiums that is mandated by statute shall replace the contributions set forth in Section 3, paragraph (e)(4), above.

**Section 4. Prescription Plan.**

- (a) All employees covered by the terms of the within Agreement shall be included in a Drug Prescription Plan
- (b) Effective January 1, 2011, the co-payments for the Drug Prescription Plan shall be as follows:

**Retail**

1. \$20.00 co-pay per prescription for brand name when generic is available.
2. \$15.00 co-pay per prescription for brand name where no generic is available or where brand name is required by the doctor.
3. \$6.00 co-pay for generic prescriptions.

**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 thirty 30 day supply and a ninety (90) day supply through mail order).

Effective July 1, 2013, the County shall modify the drug prescription plan as follows.

	<b>Co-Pay</b>
Retail Generic (30 day supply)	\$5.00
Retail Preferred Brand (30 day supply)	\$25.00
Retail Non-Preferred (30 day supply)	\$50.00
Mail Order Generic (90 day supply)	\$5.00
Mail Order Preferred Brand (90 day supply)	\$30.00
Mail Order Non-Preferred (90 day supply)	\$60.00

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

**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 Intranasal steroid drugs.
- c) Clinical Intervention (Statement of medical necessity from MD) limited to Anti-Narcoleptic Agents, Weight Loss and Anti-Neoplastic Agents.

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

**Section 5. Dental Plan.**

The County shall include all employees covered by the terms of the within Agreement in a Basic Dental Plan covering employees only. The premium for the said Basic Plan shall not exceed

Fifty (\$50.00) Dollars per year, to be paid by the County of Union and the Plan shall provide coverage for the employees only.

Effective upon the execution of this Agreement, the Employer will pay the full cost of the dental premium for a family dental plan based upon the 2001 premium level. Employees in this unit will pay the excess premium for any further premium increase that may occur above the level of the 2001 dental premium.

Effective upon the execution of this Agreement, the Dental Plan shall be modified as follows:

1. The premium for dental benefits shall be shared as follows: The annual cap on the dental plan shall be increased to \$2000.00 per annum for both single and family coverage. Effective January 1, 2006, the County shall pay \$52.31 per month towards the premium and officers shall pay \$37.48. Effective January 1, 2007, the County agrees to pay for any increase to the dental premium (excluding any increase in the orthodontics premium, if applicable). Effective January 1, 2008, the County shall be obligated to pay the same amount that it paid in 2007 and each officer shall absorb any increases. All premium amounts referenced in this subparagraph are exclusive of orthodontic insurance premiums, payment of which is referenced in subparagraph 2, below.

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

#### **Section 6. Retiree Insurance.**

(a) Effective September 1, 2006, the County agrees to implement a program of retirement benefits as set forth in Exhibits C and D attached hereto. The conditions and requirements for receiving these benefits are set forth in Exhibits C and D. The benefits in Exhibit

C shall also be applied to all employees who meet the requirements and who retired on or after January 1, 2005, through the date of execution of the successor collective bargaining agreement.

(b) Vesting of Rights: All employees hired on or prior to December 31, 2009, and their eligible dependents, are vested as to all eligibility criteria and benefits set forth in Exhibit C, attached to this Agreement. Any material changes to Exhibit C made pursuant to any future agreements with and/or arbitration and/or court proceedings involving the County and the PBA shall not be effective to change those employees' rights and benefits under Exhibit C, provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates.<sup>1</sup> If not generally available at commercially reasonable rates, then the County is obligated to provide such employees with a retirement benefit plan that is substantially equivalent to or better than the coverage set forth in Exhibit C. Provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates, these rights may only be changed as to each eligible employee with the express written consent of that specific employee eligible for benefits under Exhibit C.

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

(d) Dependents of employees eligible for retiree health benefits under Exhibit C shall

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<sup>1</sup> The terms "generally available in the insurance market" and "commercially reasonable rates" will be construed to mean insurance products that are generally available for purchase by employers with a numerical employee complement similar to the County from regular commercial insurance companies licensed to sell such insurance in the State of New Jersey at rates that are not grossly disproportionate from those rates offered to such similar employees.



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

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

### **Section 7. Health Benefit Buyout Option**

Any employee with either Family or Husband/Wife coverage in any of the available health benefits plans may voluntarily opt out of that plan 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 employee the sum of \$5,000.00 annually, to be paid in 26 installments over the next year. This payment will be prorated if less than one year of the benefit is available. Employees opting out shall retain the right to re-enter the County's health benefit plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This option shall continue to be available through 2012. The benefit shall be discontinued if the County becomes self-insured.

In order to be eligible for the health-benefit opt-out payment, an employee must opt out of both health and prescription coverage.

### **Section 8.**

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

### **Section 9.**

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

**ARTICLE VI**  
**VACATIONS**

**Section 1. Vacation Eligibility.**

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

(b) Employees with one 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-two (22) working days vacation each year.

(g) Employees with twenty-five to thirty or more completed years of service will be entitled to the following number of working days vacation each year:

twenty-five years	-	twenty-seven (27) days
twenty-six years	-	twenty-eight (28) days
twenty-seven years	-	twenty-nine (29) days
twenty-eight years	-	thirty (30) days
twenty-nine years	-	thirty-one (31) days
thirty or more years	-	thirty-two (32) days

**Section 2.**

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

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

Employees with three (3) weeks or more vacation time can float one (1) week which does not have to be used in a block of five (5) days.

The Sheriff agrees that consistent with the needs of his Department and subject to his approval, vacations for employees covered hereunder normally shall be scheduled from the second week in June to Labor Day.

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

Employees will continue to be permitted to utilize up to six (6) vacation days per year as floating days, during the first three quarters of the year, provided there is sufficient manpower and at least three (3) days prior notice is given to the Sheriff's office. In the event all four floating days have not been taken in the first three quarters of the year, the remaining days will be scheduled by management in the fourth quarter.

### **Section 3.**

An employee who has resigned or who has otherwise separated from employment shall

be entitled to the vacation allowance for the current year prorated 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 4.**

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

**Section 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 his death.

**Section 6.**

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

**Section 7.**

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

**Section 9.**

If an employee leaves the County's employ for any reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final paycheck.

**Section 10.**

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

**ARTICLE VII**  
**RETENTION OF EXISTING BENEFITS**

**Section 1.**

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

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

**Section 1.**

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

**Section 2.**

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

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

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

Should a grievance as defined herein arise between an employee(s) and the employer, the following procedure shall be followed:

**Step 1:** The grievance shall first be discussed with the employee's immediate supervisor (Undersheriff) either directly or with the PBA's designated representative for the purpose of resolving the matter informally.

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

**Step 2:** If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, the aggrieved party may file a grievance in writing with the Sheriff of union county or his designated representative within ten (10) working days after receipt of the answer

at Step 1 or after the time when said answer should have been received. A meeting on the grievance shall be held between the Sheriff or his designated representative and the aggrieved party together with the PBA's designated representative not later than ten (10) working days from the date of the filing of the grievance in writing with the Sheriff. The Sheriff will render his decision in writing within ten (10) working days after the meeting concerning the grievance.

**Step 3:** If a satisfactory settlement is not reached at Step 2, the PBA may file for binding arbitration by sending a written request for same to the New Jersey Public Employment Relations Commission, 495 West State Street, P.O. Box 429, Trenton, New Jersey 08625-0429 within fifteen (15) days of the receipt of the answer in Step 2 or within fifteen (15) days of when the answer in Step 2 should have been received. Copies of the written request for arbitration shall be given to the Sheriff and to the Director of Personnel for Union County. The arbitration shall be conducted pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission then in effect.

The fees and expenses of arbitration shall be borne equally by the County of Union and PBA Local 108A.

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

Expenses of witnesses for either side shall be borne by the party producing such witnesses.

The cost of a stenographic record which may be made and transcripts thereof shall be paid for by the party ordering same.

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.

The arbitrator will be required to issue a decision within 30 calendar days from the date

of the close of hearing. The arbitrator's decision shall be in writing and will set forth findings of fact and conclusions on the issues submitted. The decision of the arbitration shall be final and binding upon the parties.

Any grievance meeting and/or arbitration hearing as provided for herein shall be conducted in private and shall include only the grievant and/or his representative, the Sheriff, the Director of Personnel of Union County and/or their representative.

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

### **Section 1.**

The normal hours of work for all employees employed by the Employer, shall consist of seven and one-half (7-1/2) hours of work per day and thirty-seven and one-half (37-1/2) hours of work per week Monday to Friday. The work week is from 12:01 a.m. Saturday to 12:00 midnight Friday.

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

Effective July 2, 1994, the normal hours of work shall consist of 8 hours of work per day and 40 hours of work per week, from 12:01 a.m. Saturday to 12:00 Midnight Friday.

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

Effective January 1, 2002, employees in this unit shall work 42.5 hours per week and the rates of pay set forth in the salary guide reflect the agreed upon compensation for this 42.5 hour work week. One half hour per day of this 42.5 hour work week shall be considered a "Complete



Your Task-Overtime Reduction” period at the end of each employee’s shift. This half hour will occur on a daily basis and shall not be cumulative and will be in accordance with the work schedule established by the Sheriff.

**Section 2.**

The Sheriff may continue to use a schedule of 4-days-on, 3-days-off for a Court Entrance Security Squad. (The 4-3 shift may encompass non-court functions such as entrance security, search and rescue and warrants). The work day shall be 9 hours and 20 minutes until July 2, 1994, at which time it shall be 10 hours from 12:01 a.m. Saturday until 12:00 Midnight Friday.

**Section 3. Training Days**

Effective January 1, 2016, employees shall be required to perform two training days annually. Such training days shall be scheduled at the Sheriff’s discretion but shall be in no less than eight (8) hour blocks unless agreed to otherwise by the parties. The value of these training days shall be added into each employee’s base salary effective January 1, 2016 and shall be computed by multiplying 16 hours by the employee’s overtime rate.

**ARTICLE XI**  
**OVERTIME**

**Section 1.**

Each employee who is specifically assigned by the Sheriff or his designated representative to work in excess of his or her regularly scheduled work day shall be paid overtime at the rate of straight time his regular rate of pay until forty-one (41) hours of work have been completed. Employees shall not be paid overtime unless such overtime is authorized by the Sheriff or his designated representative. If, however, employees are directed by the Court to remain on duty after normal quitting time and the employees are unable to secure prior approval from the Sheriff for this extra work, such extra work will be paid for pursuant to the overtime provisions of this Agreement.

**Section 2.**

Employees covered by this Agreement shall be paid overtime at the rate of time and one-half his or her regular rate of pay for all hours worked in excess of forty-two and one-half (42.5) hours of work per week.

For purposes of this Article, paid time off for sick leave, personal day, vacation, holiday, or death in the family shall constitute a normal day (effective January 1, 2002, 8-1/2 hours) of work.

Authorized time off for Union or PBA business during normal working hours shall constitute time worked.

**Section 3.**

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

**Section 4.**

There shall be no pyramiding of overtime.

**Section 5.**

All foreseeable overtime within one's assigned unit shall be equally distributed based upon the ability to perform the required task. Employees with the rank of Lieutenant or the rank of Captain waive their right to overtime, except as such overtime may be assigned by the Sheriff or his designee.

**Section 6.**

Hospital Prisoner Security Assignments for Superior Officers shall be equally distributed from a rotating list of officers who have declared their intentions to participate in this overtime assignment and have the ability to perform the required task. Effective January 1, 2005, hospital detail will be paid at the following flat hourly rates:

January 1, 2005	\$51.13/hr
July 1, 2006	\$53.04/hr
January 1, 2008	\$55.04/hr
January 1, 2009	\$58.37/hr

Effective January 17, 2012, the hourly rate for hospital prisoner security detail will be the officer's regular overtime rate.

**Section 7.**

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

## **ARTICLE XII**

### **CALL-IN**

#### **Section 1.**

Effective June 1, 1994, an employee who is called in to duty outside of his or her regularly scheduled work shift shall be compensated at the overtime rate of pay with a minimum of 3 hours pay at such overtime rate. Effective January 17, 2012, employees shall be entitled to a minimum of 4 hours pay at an overtime rate if called in to duty outside his or her regularly scheduled work shift. This call-in provision shall not apply to overtime required at the beginning or end of a regular tour of duty.

#### **Section 2.**

Employees required to be on call shall be paid \$50.00 for each week they are required to carry the department cell phone, unless called in to duty in which case the employee shall receive call-in pay in lieu thereof. Effective January 1, 2007, this amount will be increased to \$100.00 per week.

## **ARTICLE XIII**

### **HOLIDAYS**

#### **Section 1.**

The Employer has designated the following days as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day

7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day After Thanksgiving Day
14. Christmas Day

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

Effective January 1, 2014, one holiday will be added to base salary at a rate of time and one-half. All unit employees will be given either Lincoln's birthday or the day after Thanksgiving as a paid holiday, but not both. The Sheriff shall determine the number of officers scheduled to work each holiday. Once staffing has been determined, selection of the holiday shall be done by seniority. Employees who work on their designated holiday will be compensated with holiday pay at a rate of time and one-half for the hours actually worked.

**Section 2.**

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

**Section 3.**

The Employer agrees to reduce the staff of employees covered by this Agreement to one-half (1/2) when the Courts are closed during the Christmas recess, New Year's recess, and Easter recess if declared. Said reduction is to be implemented as follows:

- (a) There will be posted a list designating one-half (1/2) of the employees covered by

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

(b) It is understood and agreed that court recess and permissive time off are declared and/or controlled by the Judiciary. When a recess is declared and permissive time off is given for the recess, it is understood and agreed that one-half (1/2) of the personnel covered by this Agreement must be working at all times. When the recess is declared and the recess is for an even amount of days, then the personnel covered by this Agreement shall select their preferences among themselves for one-half (1/2) time off for the recess. When a recess is for an odd number of days, then the least senior half of the personnel covered by this Agreement shall have the preference for the extra or odd day and the next time a recess is declared for an odd day then the most senior half of the personnel covered by this Agreement shall have the preference for the odd or extra day. From recess to recess, the preference for odd days shall be rotated as hereinabove set forth.

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

**ARTICLE XIV**  
**PERSONAL BUSINESS AND RELIGIOUS LEAVE**

**Section 1.**

Employees who are employed less than one (1) year may be granted up to three (3) days off for personal business as hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more than (1) year may be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to the Sheriff. The leave may only be taken if the Sheriff approves and grants said leave, and if for business reasons, the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment:

- i. one (1) day after four (4) months of employment;
- ii. one (1) additional day after eight (8) months of employment;
- iii. the third (3rd) day may be granted between the tenth (10th) and twelfth (12th) month of employment.

**Section 2.**

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

**Section 3.**

No personal leave shall be applied for, approved or granted immediately before or after any

vacation period, holiday period or weekend, except under justified circumstances.

**Section 4.**

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

**ARTICLE XV**

**LEGAL AID**

The Employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This shall not be applicable in any disciplinary or criminal proceedings instituted against the employees by the Employer.

**ARTICLE XVI**

**PERSONAL INJURY LIABILITY INSURANCE**

**Section 1.**

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

**Section 2. Insurance Development Fund**

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

1. Legal Defense Insurance for the defense of any civil, criminal or administrative action or proceeding involving or arising out of the employee's employment or arising out of their activities as a Law Enforcement Officer on or off duty. Any disbursements made by the



Fund for such insurance shall be consistent with the provisions of N.J.S.A. 40A:14-117 and Article XVI of the collective negotiations agreement between the parties.

2. Disability Insurance.
3. Health Insurance.
4. Other types of employment related insurance.

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

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

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

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

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

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

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

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

The PBA's failure to comply with the forgoing terms shall result in an immediate breach

of this section of the Agreement and the County's obligation to transmit any payment pursuant to this section of the Agreement shall terminate and all money on deposit in any and all accounts of the Fund shall immediately be returned to the County.

**ARTICLE XVII**  
**DISCRIMINATION OR COERCION**

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents, shall not intimidate or coerce employees into membership.

**ARTICLE XVIII**  
**EQUAL EMPLOYMENT**

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

**ARTICLE XIX**  
**MISCELLANEOUS**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

Payment for the attendance of approved seminars/conferences shall be pursuant to County Policy PIB 101-01.

**Section 5.**

Effective January 1, 2006, Honor Guard members shall receive a one-time clothing and maintenance allowance of \$250.00. The clothing allowance shall be paid by separate check no later than the first week of December 2006.

**ARTICLE XX**  
**CLOTHING**

**Section 1.**

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

**Section 2.**

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

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

**ARTICLE XXI**  
**SAVINGS CLAUSE**

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

**ARTICLE XXII**  
**DEATH IN FAMILY**

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

**ARTICLE XXIII**  
**ON THE JOB INJURY**

**Section 1.**

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

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

(b) If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive his full pay 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. 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. The Sheriff may extend the above time periods in his sole discretion.

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

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

(e) If any employee is absent from work for seven (7) days or less, arising out of an

injury or illness, attributable to his employment so that said employee is not entitled to receive temporary disability benefits, said employee shall not have any charge made against his sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

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

**Section 2.**

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

## ARTICLE XXIV

### SICK LEAVE

#### Section 1.

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

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

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

#### Section 2.

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

#### Section 3.

Sick leave is earned in the following manner:

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



employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

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

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

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

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

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

#### **Section 4.**

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

#### **Section 5.**

(a) An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in a twelve (12) month period consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that twelve (12) month period. In cases where an illness is of a chronic or recurring nature causing recurring absences of one (1) day or less, only one (1) submission of such proof shall be necessary for a period of six (6) months.

(b) The appointing authority may require proof of illness of an employee on sick leave,

whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

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

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

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

#### **Section 6.**

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

(a) Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service solely with the County of Union and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement.

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

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

100-200 accumulated sick days – 50% of the daily rate, maximum of \$10,000  
201-300 accumulated sick days – 60% of the daily rate, maximum of \$12,500  
301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000  
over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000

Exhibit A annexed to this Contract shall be deemed amended accordingly.

**Section 7.**

Commencing January 1, 2007, employees shall be entitled to a Sick Leave Incentive Bonus equal to one (1) day's pay for each calendar-year quarter (e.g., January 1 – March 31; April 1 – June 30; July 1 – September 30; October 1 – December 31) during which they do not utilize any sick days. Employees who do not utilize any sick days during an entire calendar year will receive an additional bonus equal to one (1) day's pay for a total bonus of five (5) days' pay. Employees who utilize more than four (4) sick days in any quarter will not be eligible for a sick leave bonus in the succeeding quarter except where the sick days were utilized due to the employee's serious health condition as defined in the federal Family and Medical Leave Act ("FMLA") in which case the County would be able to require confirmation of the existence of such serious health condition to the same extent as it would under the FMLA.

**ARTICLE XXV**  
**PBA PRESIDENT**

Effective upon the execution of this Contract, the President of the PBA or the PBA Delegate, upon receiving prior approval by the Sheriff, or an Undersheriff, shall be given reasonable time off to handle grievances, negotiations, and other PBA business during normal working hours.

## **ARTICLE XXVI**

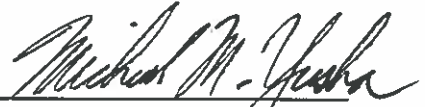
### **DURATION**


This Agreement shall become effective on January 1, 2016, except where otherwise indicated, and shall terminate on December 31, 2017. If either party desires to change this Agreement, it shall notify the other party in writing not less than sixty (60) days or more than one hundred and twenty (120) days before the expiration date of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this 3<sup>rd</sup> day of NOVEMBER, 2017.


WITNESSETH:


COUNTY OF UNION

By:   
Michael Yuska  
Acting Director,  
Administrative Services

By:   
Alfred Faella  
County Manager

APPROVED AS TO FORM


  
Kathryn V. Hatfield, Esq.  
County Attorney

By:   
Joseph Cryan  
Sheriff of Union County

By:   
James Pelletiere  
Clerk of the Board

**POLICE BENEVOLENT ASSOCIATION  
LOCAL 108A SHERIFF SUPERIOR OFFICERS**

By:   
Frank Miller,  
President

By:  12/30/17  
Thomas Cooper,  
Vice President

**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 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 re-enter County employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering County service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

6. RETURN TO SERVICE AFTER RETIREMENT:

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

7. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years of 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 layoff 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) Payment for unused accumulated sick leave shall be in accordance with the following schedule:
  - 100-200 accumulated sick days – 50% of the daily rate, maximum of \$10,000
  - 201-300 accumulated sick days – 60% of the daily rate, maximum of \$12,500
  - 301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000
  - over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000
- 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 on the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

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:

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:

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



year thereafter.

- b) Proof of need of sick leave usage was required when sick leave exceeded at least five (5) consecutive days or a total of ten (10) days within one (1) calendar year.
- c) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- d) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- e) All sick leave was reportable and reported accordingly.
- f) The timekeeping procedure required certification of the accuracy of the employees pay time.
- g) 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.
- h) All records are available for inspection.
- i) 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**

<b>SGT</b>			
Steps	2015	2016	2017
1	91,336	94,174	96,058
2	94,485	97,421	99,370
3	98,368	101,425	103,453
	1,575	1,575	1,575
4 - 10y	99,943	103,017	105,046
	2,575	2,575	2,575
5 - 15y	100,943	104,028	106,056
	3,075	3,075	3,075
6-20y*	101,443	104,533	106,562

Officers move to 4th Step at commencement of 10th year of employment

Officers move to 5th Step at commencement of 15th year of employment

Officers move to 6th Step at commencement of 20th year of employment

<b>LIEUT</b>			
Steps	2015	2016	2017
1	100,980	104,118	106,201
2	109,424	112,825	115,081
	1,575	1,575	1,575
3 - 10y	110,999	114,417	116,673
	2,575	2,575	2,575
4 - 15y	111,999	115,428	117,684
	3,075	3,075	3,075
5-20y*	112,499	115,933	118,189

Officers move to 3rd Step at commencement of 10th year of employment

Officers move to 4th Step at commencement of 15th year of employment

Officers move to 5th Step at commencement of 20th year of employment

<b>CAPT</b>			
Steps	2015	2016	2017
1	111,944	115,423	117,731
2	121,385	125,157	127,660
	1,575	1,575	1,575
3 - 10y	122,960	126,749	129,253
	2,575	2,575	2,575
4 - 15y	123,960	127,760	130,263
	3,075	3,075	3,075
5-20y*	124,460	128,266	130,769

Officers move to 3rd Step at commencement of 10th year of employment

Officers move to 4th Step at commencement of 15th year of employment

Officers move to 5th Step at commencement of 20th year of employment

Senior Officer Pay:	
10y	Officers starting their 10th year of service as a Union County Sheriff's Officer shall receive <u>\$1,575</u> added to base salary. The <u>\$1,575 Senior Officer Pay is not to be compounded by any percentage increases applied to the base rate</u>
15y	Officers starting their 15th year of service as a Union County Sheriff's Officer shall receive <u>\$2,575</u> added to base salary. The <u>\$2,575 Senior Officer Pay is not to be compounded by any percentage increases applied to the base rate</u>
20y*	Officers starting their 20th year of service as a Union County Sheriff's Officer shall receive <u>\$3,075</u> added to base salary. Officers who have started their 20th year of service shall have their Senior Officer Pay compounded by any percentage increase applied to the base rate. Actual compounding starts in the 21st year.

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

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

Effective September 1, 2006, there shall be a health insurance plan for employees covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions:

1. **Eligibility.** Employees must have been actively employed with the County of Union (the "County") on or before December 31, 2009; and must retire on either disability or pension or retire having 25 years or more of service credit in the Police and Firemens Retirement System ("PERS") and at least 10 years of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service with the County. This benefit will only be provided to those retirees and their dependents meeting the eligibility requirements who do not have health insurance coverage from another source that is substantially equivalent or better than the coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not receiving such substantially equivalent or better health insurance coverage.

2. **Description.** This benefit shall consist of coverage under the Horizon PPO Health Insurance Plan. Prescription co-payments can be submitted to major medical for reimbursement subject to the limitations in the major medical plan. All employees hired on or prior to December 31, 2009, and their eligible dependents, are vested as to all eligibility criteria and benefits set forth in Exhibit D, attached to this Agreement. Any material changes to this Exhibit C made pursuant to any future agreements with and/or arbitration and/or court proceedings involving the County and the PBA shall not be effective to change those employees' rights and benefits under this Exhibit C, provided such health insurance coverage remains generally available in the insurance market at

commercially reasonable rates.<sup>2</sup> If not generally available at commercially reasonable rates, then the County is obligated to provide such employees with a retirement benefit plan that is substantially equivalent to or better than the coverage set forth in this Exhibit C. Provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates, these rights may only be changed as to each eligible employee with the express written consent of that specific employee eligible for benefits under this Exhibit C.

3. Health Benefit Buyout Option. Any retiree eligible to receive benefits or then receiving benefits under this Exhibit C, with either Family or Husband/Wife coverage in any of the available health benefits plans, may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the eligible retiree the sum of \$5,000.00 annually, to be paid in 26 installments over the next year. The \$5,000.00 sum shall be reduced to \$2,500.00 per annum upon the eligible retiree's reaching Medicare eligibility. The payments will be prorated if less than one year of the benefit is available. Eligible retirees opting out shall retain the right to re-enter the County's health benefit plan (as set forth in this Exhibit C) on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.

4. Cessation of Subsidy. Upon implementation of the foregoing benefit, the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder and their eligible dependents. Members receiving benefits under this Exhibit C shall not be eligible for or receive the subsidy provided in Exhibit D attached hereto.

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<sup>2</sup> See Footnote 1 above.

**EXHIBIT D**  
**RETIREE HEALTH BENEFITS**

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

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

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

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

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

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$189.67 per month
Single, Over 65	\$138.39 per month

H/W Under 65 P/C Retiree Family Under 65	\$540.58 per month
H/W Over 65	\$276.77 per month
H/W Retiree Over 65 H/W Spouse Over 65	\$276.77 per month
Family Over 65	\$442.88 per month
Family Retiree Over 65 Family Spouse Over 65	\$477.85 per month
P/C Retiree Over 65	\$338.69 per month

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

**EXHIBIT E**  
**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2006, by and between the County of Union (herein the "County") and the Sheriff of the County of Union (herein the "Sheriff") (collectively referred to herein as the "County") and **[INSERT NAME OF INDIVIDUAL EMPLOYEE]** (herein the "Employee"), with the approval and consent of the Fraternal Order of Police, Sheriff's Superior Officers of Union County, Lodge No. 103 (herein the "FOP").

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

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

**WHEREAS**, in order to obtain the agreement to enter into the CBA, the FOP agreed to substantial concessions including but not limited to all employees agreeing to have their 2005 wages frozen at those levels for 2006 and 2007 and to the elimination or modification of other valuable health insurance benefits as more particularly set forth in the Memorandum of Agreement dated June 29, 2006 (herein the "Memorandum"); and

**WHEREAS**, the FOP and Employee only agreed to such substantial concessions based upon the assurances from the County and the FOP that the retiree health insurance benefits set forth in the Memorandum were fully vested; and

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

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

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



## WITNESSETH

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

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

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

4. The County agrees that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement and it is the intent of the County that this Agreement be fully enforceable according to its plain language and that it be construed in favor of the Employee and against the County.

5. This Agreement and its interpretation and performance shall be governed by the laws of the State of New Jersey without giving effect to its conflicts of laws 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 parties hereto and all who succeed in their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors and assigns.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

**CONTY OF UNION**

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

\_\_\_\_\_  
Attest

**UNION COUNTY SHERIFF**

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

\_\_\_\_\_  
Attest

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

\_\_\_\_\_  
Attest