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M. PATRICK MASTEN

A G R E E M E N T

Between

THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF UNION

and

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

EFFECTIVE: JANUARY 1, 1974 THROUGH DECEMBER 31, 1975

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APRUZZESE & McDERMOTT
A Professional Corporation
Independence Plaza
500 Morris Avenue
Springfield, New Jersey 070
(201) 467-1776

APRUZZESE & McDERMOTT
ATTORNEYS AT LAW

DATED:

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AGREEMENT

THIS AGREEMENT made this 8th day of August, 1974, between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF UNION and the UNION COUNTY SHERIFF, hereinafter called "Employer" and PATROLMEN'S BENEVOLENT ASSOCIATION, UNION COUNTY CORRECTION OFFICERS, LOCAL NO. 199, INC., hereinafter called the "PBA".

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

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

ARTICLE I

RECOGNITION

Section 1.

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

ARTICLE II

PAYROLL DEDUCTIONS OF PBA DUES

Section 1.

The Employer agrees to deduct from the salaries of each employee who is a member of the PBA, under this Agreement, dues for the Patrolmen's Benevolent Association, Correction Officers of Union County, Local No. 199, Inc., when authorized in writing to

do so by each PBA member. Individual authorization forms shall be filed by the PBA with the appropriate business office of the Employer.

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

Section 2.

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

ARTICLE III

MANAGEMENT RIGHTS

Section 1.

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

ARTICLE IV

NO STRIKE

Section 1.

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

representative of the PBA shall authorize, or institute any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

Section 2.

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

ARTICLE V

GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

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

STEP 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the PBA's designated representative for the purpose of resolving the matter informally. A grievance must be presented at Step 1 within five (5) working days of the occurrence of the condition giving rise to the grievance. If it is not presented within the afore-

mentioned time period, it shall not thereafter be considered a grievance under this Agreement, unless reason satisfactory to the Employer is given in explanation of the failure to present the grievance within such time.

STEP 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Sheriff of Union County or his designated representative. A hearing on the grievance shall be held between the Sheriff of Union County or his designated representative and the aggrieved party and the PBA's designated representative. The Sheriff of Union County will render a final decision in writing within five (5) working days.

Section 3.

The time limits specified in the grievance procedure will be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 4.

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

ARTICLE VI

SALARIES

Section 1.

Effective January 1, 1974, the salary schedule for all employees of the Employer recognized as being represented by

the PBA shall be as follows:

COUNTY CORRECTION OFFICER - 11,150 - 12,650

1st Step - \$11,450

2nd Step - 11,750

3rd Step - 12,050

4th Step - 12,350

5th Step - 12,650

DEPUTY WARDENS - 13,050 - 14,550

1st Step - \$13,350

2nd Step - 13,650

3rd Step - 13,950

4th Step - 14,250

5th Step - 14,550

Effective January 1, 1975, the salary schedule for all employees of the Employer recognized as being represented by the PBA shall be as follows:

COUNTY CORRECTION OFFICER - 11,750 - 13,250

1st Step - \$12,250

2nd Step - 12,750

3rd Step 13,250

DEPUTY WARDENS - 13,650 - 15,150

1st Step - \$14,150

2nd Step - 14,650

3rd Step 15,150

Section 2.

The salary schedules shall consist of six (6) steps; (minimum plus Step 1 through Step 5) for calendar year 1974.

Effective January 1, 1975, the salary schedules shall consist of four (4) steps, (minimum plus Step 1 through Step 3).

- (A) No employee will be paid less than the starting rate or more than a maximum rate for his pay grade.
- (B) Part time employees shall receive an amount pro-rated in accordance with the salary range for their position.

Section 3.

ADJUSTMENTS IN RATES OF PAY:

- (A) Employees hired or who have been promoted and have less than one (1) year of service in the position, shall receive their salary increment effective the date of the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for or promoted into.
- (B) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between January 1 and June 30, shall receive their salary increments as of January 1.
- (C) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1 and December 31 shall receive their salary increments as of July 1.

ARTICLE VII

LONGEVITY

Section 1.

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

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

Section 2.

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

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

ARTICLE VIII

EQUAL EMPLOYMENT

Section 1.

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

ARTICLE IX

LEGAL AID

Section 1.

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

ARTICLE X

PERSONAL INJURY LIABILITY INSURANCE

Section 1.

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

ARTICLE XI

DISCRIMINATION OR COERCION

Section 1.

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employee because of race, color, creed, age, sex or national origin.

ARTICLE XII

SENIORITY

Section 1.

For the purposes of this Article, seniority shall be defined as the length of the employee's uninterrupted service in the Jail,

including sick leave, military leave and other leaves of absence which do not exceed one year.

Section 2.

The Sheriff agrees to provide the PBA with a list of the Correction Officers in order of seniority.

Section 3.

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

Section 4.

The Sheriff agrees that all future assignments to preferential positions for correction officers will be posted and that seniority will be considered as a major factor for these assignments. The parties understand and agree, however, that final authority for filling these assignments remains with the Sheriff.

ARTICLE XIII

OVERTIME

Section 1.

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

Section 2.

The Employer agrees to commit itself to process overtime checks as soon as possible within reason and in any event such checks shall be received by the employee at least bi-monthly.

Section 3.

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

- A. An overtime assignment shall first be offered to the employee whose name appears at the top of the seniority list. Upon being offered an overtime assignment, the employee's name shall go to the bottom of the list, regardless of whether he works the overtime assignment.
- B. If the employee at the top of the seniority list declines the overtime assignment, the Sheriff or his designee shall attempt to award the overtime to the next four names on the list in order of their appearance. If the first five names on the list decline to accept the overtime, the Sheriff or his designee shall be free to award the overtime to any volunteer. If no volunteer is available, the overtime assignment shall be performed by the employee first offered such assignment in accordance with this Section.

The PBA agrees to furnish the Sheriff with a list of employees who desire to volunteer for overtime.

- C. The Employer agrees that overtime consisting of time and one-half (1 1/2) of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of forty (40) hours of work per week; provided, however, that effective August 1, 1974 the "5" day sick leave rule heretofore in

effect shall be modified, so that the Sheriff may now require proof of illness of an employee on sick leave, whenever such requirement appears reasonable prior to payment of overtime.

ARTICLE XIV

PERSONAL LEAVE DAYS

Section 1.

Employees are entitled to two (2) days leave with pay for personal business during 1974 and three (3) days leave with pay for personal business during 1975. The granting of personal days off shall be for religious purposes and/or personal business. Where possible, requests for leave shall be asked for and obtained in advance of the requested date or dates from the employee's department head. Dates requested and reason for the leave shall be subject to the approval of the employee's department head. Leave days must be used in the one year period and shall not be cumulative year to year. Leave days requested at the beginning of or end of a vacation or weekend will not be granted except under extraordinary circumstances.

ARTICLE XV

VACATION

Section 1.

Employees, with the approval of the Sheriff which shall not be unreasonably withheld, shall be entitled to exchange with other employees their scheduled vacations or portions thereof provided such request is made in advance in writing.

Section 2.

Vacation eligibility:

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

(b) Employees with one to ten years of service shall be entitled to twelve (12) working days vacation each year.

(c) Employees with ten completed years to twenty years of service will be entitled to sixteen (16) working days vacation each year.

(d) Employees with twenty completed years of service shall be entitled to twenty (20) working days vacation each year.

Section 3.

Part time employees shall receive vacation credit allowance on a pro-rated basis in accordance with Section 1 above.

Section 4.

The Employer shall have the exclusive right to determine when an employee's vacation shall be scheduled consistent with the provisions of Sections 1 and 2 of this Article. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

Vacations must be taken during the current calendar year unless the Sheriff 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 XVI

SHIFT DIFFERENTIAL

Section 1.

Effective July 1, 1974, the Employer agrees to pay shift premiums, in addition to the specified salary, to employees covered by this Agreement as follows:

- a) 4:00 P.M. to midnight shift - Ten dollars (\$10.00) per week
- b) Midnight to 8:00 A.M. shift - Eight dollars (\$8.00) per week

Effective January 1, 1975, the Employer agrees to pay shift premiums, in addition to the specified salary, to employees covered by this Agreement as follows:

- a) 4:00 P.M. to midnight shift - Thirteen dollars (\$13.00) per week
- b) Midnight to 8:00 A.M. shift - Eleven dollars (\$11.00) per week

Section 2.

Employees working split shifts shall receive a pro rated portion of shift premium pay.

Section 3.

It is understood and agreed by and between the parties that only those employees actually working the second and third shifts shall receive the shift premiums hereinabove set forth.

ARTICLE XVII

DEATH IN FAMILY

Section 1.

Wages up to three (3) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of mother, father, sister, brother,

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

ARTICLE XVIII

SICK LEAVE

Section 1.

Sick leave is the absence of any employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of the need of leave or leaves of absence of the employee or the need of employee's attendance upon a member of the employee's immediate family. Abuse of sick leave shall be cause for disciplinary action.

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. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3.

Sick leave is earned in the following manner:

(a) One (1) day for each full month of service with the Employer during the first year of employment.

(b) One and one quarter (1 1/4) days for each full month of service with the Employer beginning with the second year of employment.

(c) Sick leave credits shall not accrue while an employee is absent on a leave without pay.

Section 4.

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. 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 5.

Any employee who has been absent on sick leave for a period totalling ten days in one calendar year consisting of period of less than five (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 month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6.

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

Section 7.

The parties agree to reopen this specific Article of the Agreement for the sole purpose of negotiating whether or not a work related injury arising from an intentional tort inflicted

upon employees covered hereunder by inmates of the jail can be compensated by special leave without charge to an employee's annual sick leave entitlement. The PBA shall verify that the granting of special leave in lieu of sick leave for this type of work related injury is legally permissible before this Article may be reopened and renegotiated.

ARTICLE XIX

CLOTHING ALLOWANCE

Section 1.

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

Section 2.

Effective January 1, 1975, the Employer agrees to pay, as needed, an amount up to a maximum of One Hundred and Fifty (\$150.00) per year for each employee covered by this Agreement for clothing and special equipment required for the job, and all payments made hereunder must receive prior approval by the Sheriff.

ARTICLE XX

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 1974:

New Year's Day	-	Tuesday, January 1, 1974
Lincoln's Birthday	-	Tuesday, February 12, 1974
Washington's Birthday	-	Monday, February 18, 1974

- Good Friday - Friday, April 12, 1974
- Memorial Day - Monday, May 27, 1974
- Independence Day - Thursday, July 4, 1974
- Day after Independence Day - Friday, July 5, 1974
- Labor Day - Monday, September 2, 1974
- Columbus Day - Monday, October 14, 1974
- Veterans Day - Monday, October 28, 1974
- General Election Day - Tuesday, November 5, 1974
- Thanksgiving Day - Thursday, November 28, 1974
- Day after Thanksgiving Day - Friday, November 29, 1974
- Christmas Day - Wednesday, December 25, 1974

The Employer has designated the following days as holidays for the year 1975:

- New Year's Day - Wednesday, January 1, 1975
- Lincoln's Birthday - Wednesday, February 12, 1975
- Washington's Birthday - Monday, February 17, 1975
- Good Friday - Friday, March 28, 1975
- Memorial Day - Monday, May 26, 1975
- Independence Day - Friday, July 4, 1975
- Labor Day - Monday, September 1, 1975
- Columbus Day - Monday, October 13, 1975
- Veterans Day - Monday, October 27, 1975
- General Election Day - Tuesday, November 4, 1975
- Thanksgiving Day - Thursday, November 27, 1975
- Day after Thanksgiving Day - Friday, November 28, 1975
- Christmas Day - Thursday, December 25, 1975

LAW OFFICES
 ZZESE & McDERMOTT
 PROFESSIONAL CORPORATION
 INDEPENDENCE PLAZA
 800 MORRIS AVENUE
 PRINCETON, N.J. 07061

Section 2.

Employees who are required to work on a regularly scheduled holiday shall be paid for the holiday plus payment at their regular rate of pay for all hours actually worked on the holiday.

Effective January 1, 1975, employees who are required to work on a regularly scheduled holiday shall be paid for the holiday at straight time in addition to pay at time and one-half their regular rate of pay for all hours worked on the holiday.

Section 3.

Due to the continuous operation of the Jail, employees covered by this Agreement who are not required to work on a regularly scheduled holiday may elect to receive either a substitute day off or payment of one day's regular pay in lieu of such substitute day.

Employees to whom this section of the Agreement applies must make their election (substitute day or payment) on or before December 1 of the calendar year in which earned.

If an employee elects to receive a substitute day, such substitute day may only be carried into the next succeeding year.

Section 4.

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

ARTICLE XXI

RETENTION OF EXISTING BENEFITS

Section 1.

Except as otherwise provided herein, all rights, privileges and benefits which employees have heretofore enjoyed and are

presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement.

ARTICLE XXII

LABOR-MANAGEMENT MEETINGS

Section 1.

The Sheriff agrees to consult with the representative of the PBA in an effort to harmoniously resolve employee problems concerning distribution of overtime and administration of sick leave.

Section 2.

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

ARTICLE XXIII

P.B.A. DELEGATE

Section 1.

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

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

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