

AGREEMENT

BETWEEN

THE COUNTY OF UNION

and

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

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JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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**AGREEMENT**

This Agreement made this 8<sup>th</sup> day of October 2015 between THE COUNTY OF UNION, hereinafter called “Employer” or “County” and PATROLMENS BENEVOLENT ASSOCIATION, UNION COUNTY CORRECTION OFFICERS, LOCAL NO. 199, INC., hereinafter called the “P.B.A.”

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

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

**ARTICLE I**

**RECOGNITION**

The Employer hereby recognizes the Patrolmen’s Benevolent Association, Correction Officers of Union County, Local No. 199, Inc. as the exclusive representative for all correction officers below the rank of sergeant employed in the Union County Jail Facilities.

## ARTICLE II

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

#### Section 1. P.B.A. Dues.

A. The Employer agrees to deduct from the salary of each employee who is a member of the P.B.A. under this Agreement, dues for the Patrolmen's Benevolent Association, Correction Officers of Union County, Local No. 199, Inc., when authorized in writing to do so by each P.B.A. member. Individual authorization forms shall be filed by the P.B.A. with the appropriate business office of the Employer.

B. The amount of monthly P.B.A. membership dues will be certified by the president of the P.B.A. in writing to the Employer and the amount so certified will be uniform, for all members of the P.B.A.

C. Any member may resign from the P.B.A. effective January 1st or July 1st, pursuant to and in accordance with the requirements of N.J.S.A. 52:14-15.9e. In the event the member fails to notify the Employer on January 1<sup>st</sup> or July 1<sup>st</sup> of any year to cease dues deductions, such deduction shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee in writing to the Employer and to the P.B.A.

D. In accordance with the applicable provisions of N.J.S.A. 52:14-15.9e, the rights and benefits herein set forth shall apply and be extended to the PBA (which is the duly certified majority representative) solely and exclusively and shall not be afforded to any other employee organization.

**Section 2.**     **Representation Fee**

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

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

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

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

The employee shall be entitled to a review of the amount of the representation fee by requesting the P.B.A. to substantiate the amount charged for the representation fee. This review

shall be accorded in conformity with the internal steps and procedures established by the P.B.A. and contained in paragraph C of this Article.

The P.B.A. shall submit a copy of the review system to the County. The deduction of the representation fee shall be available only if the P.B.A. establishes and maintains this review system. Pursuant to N.J.S.A. 34:13A-5-5. The P.B.A. shall be entitled to a representation fee in lieu of dues in the amount not to exceed eighty-five percent (85%) of the regular membership dues, fees and assessments of the P.B.A.

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

The P.B.A. shall provide advance written notice of the amount of the fair share fee assessment to the Public Employment Relations Commission, the Employer and to all employees in the bargaining unit. Any challenge by an employee to an assessment shall be in writing to the Public Employment Relations Commission, the County and the P.B.A. within thirty (30) days after receipt of written notice by the employee. All challenges shall specify those portions of the assessment

challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the P.B.A.

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

**Section 3.**

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

**Section 4.**

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



**ARTICLE III**

**MANAGEMENT RIGHTS**

**Section 1.**

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

**Section 2.**

The Administration may fill the following posts with non-bargaining unit employees:

- A. Classification - three (3) posts
- B. Laundry/Rover - one (1) post
- C. Maintenance - two (2) posts: The parties agree that these posts will no longer be preferential posts will be titled "Maintenance/SA."
- D. Money Officer - one (1) post
- E. Overtime Caller - three (3) posts

Officers currently in these posts will be assigned to security posts pursuant to current contract language.

**Section 3.**

The Director shall have the right to create administrative posts as necessary based on Department needs.

**Section 4.**

Pursuant to N.J.A.C. 10A:31-4.5, the Department shall conduct performance evaluations as soon as administratively feasible. Performance evaluations shall thereafter be conducted on an annual basis.

**ARTICLE IV**  
**EMPLOYEE RIGHTS**

**Section 1.**

Upon written advance request, an employee shall be given the opportunity to review and examine pertinent non-confidential documents including those related to performance evaluation and conduct in his/her personnel file or in any permanent supplementary file. The Employer shall honor an employee's written request for copies of such documents in the file. Any review and examination shall take place in the presence of an appropriate official of the division or department in question. The employee may file a written response of reasonable length to any document in the aforesaid file which is derogatory or adverse to the employee, and the response will be included in the personnel file or permanent supplementary file. The employee shall be given a copy of any derogatory or adverse material which is placed in the employee's Personnel file. The Employee shall sign a receipt for such material.

**Section 2.**

No employee shall be disciplined except for just cause. Discipline shall be progressive in nature and corrective intent.

**Section 3.**     Departmental Investigations

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- A.     The interrogation of an officer shall be at a reasonable hour, preferably when the officer is on duty, unless the exigencies of the investigation dictate otherwise.
- B.     The interrogation shall take place at a location designated by the Director or his/her designee.

- C. The officer will be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the officer of the allegations should be provided. If it is known that the officer is being interrogated as a witness only, he/she should be so informed at the initial contact.
- D. The questioning will be reasonable in length. Fifteen (15) minutes time will be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.
- E. The officer will not be subject to any offensive language, or threatened with transfer, dismissal or other disciplinary punishment. No promise of reward will be made as an inducement to answering questions.
- F. At every stage of the proceedings, the Jail Administration will afford an officer, if requested, the opportunity to consult with counsel and/or his/her PBA representative prior to being questioned concerning a violation of the rules and regulations. However, such request will not delay the interrogation beyond two (2) hours for consultation with the Officer's PBA representative, unless an emergency exists.
- G. In cases other than departmental investigations, if an officer is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her right pursuant to the current decisions of the United States Supreme Court.
- H. Nothing herein shall be construed to deprive the Administration or its officers the ability to conduct the routine and daily operations of the Union County Jail.
- I. Under no circumstances shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.
- J. Under no circumstances shall an employee be subject to any charge whatsoever after 45 days. The 45 day period shall be calculated consistent with N.J.S.A. 40A:14-147.
- K. A targeted Officer shall be notified of the findings and investigation results in writing within fifteen (15) calendar days of the conclusion of the Internal Affairs investigation.
- L. When an Officer is involved in a critical incident, he/she shall be immediately removed from the area or as soon thereafter as possible if he/she requests medical treatment or evaluation.
- M. Interrogations and investigations shall be conducted consistent with the Attorney General Guidelines on Internal Affairs.

**Section 4.**

Minor Discipline is a warning, counseling, reprimand, and suspension or fine of less than six (6) days. Effective January 1, 2000, the Administration agrees to expunge minor disciplinary matters from an officer's personnel files as follows:

- A. After one (1) year minor discipline for any attendance related infractions will not be considered for progressive discipline purposes. After two (2) years minor discipline for any non-attendance related infractions will not be considered for progressive discipline purposes.
- B. After five (5) years minor discipline won't be considered for promotions.

**Section 5.**

Any discipline penalty that is not subject to appeal through the Civil Service Commission, Courts or other administrative body, shall be subject to appeal through the grievance and arbitration provisions of this Agreement, unless preempted by law.

**Section 6.**

Officers subjected to minor disciplinary suspensions shall be required to forfeit vacation days to satisfy his/her suspension days. The maximum number of vacation days to be forfeited on an annual basis shall be three (3).

## ARTICLE V

### NO STRIKE

#### Section 1.

There shall be no strikes, work stoppages, or slowdowns of any kind during the life of this Agreement. No officer or representative of the P.B.A. shall authorize, or institute any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

#### Section 2.

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

#### Section 3.

No lockout of employees shall be instituted or supported by the County of Union during the term of this contract period.

## ARTICLE VI

### 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 condition of employment. Any matter which is the proper subject of a grievance may be submitted to arbitration in accordance with the provisions of this Article of the Agreement if it is not resolved through the grievance procedure, except matters involving disciplinary action which shall be subject to the

grievance arbitration procedure of this Agreement or to the Department of Personnel Rules and Regulations whichever procedure is applicable.

**Section 2.**

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances. Any grievance shall be initiated at the lowest level where the relief requested by the grievant can be rendered. The procedures to be followed are as set forth herein:

**Step 1.** An employee with a grievance shall first discuss it with the designee of the Director, Department of Correctional Services either directly or through the P.B.A.'s designated representative for the purpose of resolving the matter informally. A grievance must be presented at Step 1 within seven (7) working days of the occurrence of the condition giving rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement, unless reason satisfactory to the Employer is given in explanation of the failure to present the grievance within such time.

**Step 2.** If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after the presentation of that grievance at Step 1, the grievance may be filed in writing with the Director, Department of Correctional Services. The Union will make a reasonable effort to include in the written grievance a brief statement of the facts that constitute the grievance. A hearing or if mutually agreed upon, a meeting on the grievance shall be held between the Director, Department of Correctional Services or his/her designee and the aggrieved party and the P.B.A.'s designated representative within five (5) working days after it has been presented. The Director,

Department of Correctional Services or his/her designee will render a decision in writing within five (5) working days after the meeting or hearing is held.

**Step 3.** If the aggrieved party is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within five (5) working days after the hearing or meeting at Step 2, the aggrieved party may file the grievance with the County Manager or his/her designee. A hearing, or if mutually agreed upon, a meeting on the grievance shall be held between the grievant, the designated representative(s) of the PBA and the County Manager or his/her designee within ten (10) working days of the filing at Step 3, and the County Manager or his/her designee will render a decision in writing within ten (10) working days after the hearing or meeting. All disciplinary penalties shall be implemented following the outcome of the third step and prior to Arbitration.

**Step 4. Arbitration**

If the grievance is not satisfactorily resolved in Step 3 and does not involve a matter which is subject to Department of Personnel review, and if the Executive Board of the P.B.A. determines that the grievance as filed is meritorious, then the P.B.A. may request arbitration in writing within ten (10) working days after receipt of the decision of the County Manager or within ten (10) working days from the date the County Manager's decision should have been given, whichever is sooner. The PBA may file a written request for arbitration with the Public Employment Relations Commission at 495 West State Street, Trenton, New Jersey.

**Section 3.**

The expense of filing for arbitration shall be borne by the party filing the request. After the arbitrator has been selected, the fees and expenses of the arbitrator shall be borne equally by the parties, except that the party canceling a hearing or withdrawing an arbitration proceeding shall pay the full cost of any cancellation or withdrawal charge. All other expenses of arbitration shall be borne by the party incurring such expense.

**Section 4.**

The total cost of stenographers' records which may be made and transcripts thereof shall be paid by the party ordering the same, except that the other party shall pay for the cost of any copy or copies of transcripts which it may request.

**Section 5.**

In the event of arbitration, the arbitrator shall have no power or authority to add to or subtract from or modify, in any way, the terms of this Agreement.

**Section 6.**

The arbitrator will be required to issue his/her decision within thirty (30) calendar days from the date of the closing of the hearing. The arbitrator's decision shall be in writing and will set forth findings of fact, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

**Section 7.**

The time limits specified in the grievance and arbitration procedure shall be construed as maximum. Failure to comply with the time limits specified in this Article will result in a waiver and abandonment of the grievance. The time periods set forth in this Article may only be extended by mutual written agreement.



**Section 8.**

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

**Section 9.**

Any time lost by a grievant in the arbitration procedure shall not be compensated by the Employer.

**ARTICLE VII**

**HOURS OF WORK**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

Effective January 1, 1997, the starting time will include a ten minute line-up before the shift and a ten-minute line up after the shift paid at straight time wages. Shifts shall commence as follows 7:50 a.m. to 3:50 p.m.; 3:50 p.m. to 11:50 p.m.; 11:50 p.m. to 7:50 a.m. starting times inclusive of muster (lineup) are as follows: 7:40 a.m. to 4:00 p.m.; 3:40 p.m. to 12:00 Midnight; 11:40 p.m. to 8:00 a.m.

**Section 4.**

Effective August 1, 2000, all employees will be required to complete forty (40) hours of training annually. A training day consists of a single eight (8) hour day or any portion thereof. The forty (40) hours will be used for training purposes only and will not be used to cover overtime assignments. Training will not be conducted at an officer's work station unless the training relates to equipment or procedures specifically related to the post and require that the officer be trained at the work station site. The Administration will make every effort to schedule training on an Officer's regular work day. The Administration has the sole right to determine what constitutes training.

The parties agree to permit and support the use of online training. Any officer who does not complete the annual 40 hours training requirement will be required to reimburse the Department for each hour not completed.

**Section 5.**

Effective January 1, 2007, Officers who are late in a twelve (12) month period (January 1 through December 31), shall be subject to the following discipline:

4 in the defined twelve (12) month period	no discipline
5 in the defined twelve (12) month period	Notice
6 unexcused* in the defined twelve (12) month period	Counseling
7 unexcused* in the defined twelve (12) month period	Written Warning
8 unexcused* in the defined twelve (12) month period	2 day suspension

**\* The excuse must be acceptable to the Director or his/her designee.**

The foregoing shall apply to "late callouts" as defined by current policy.

**Section 6.**

All PBA unit members shall receive muster pay for all time worked or paid, which includes the use of any contractual leave time (e.g., personal days, vacation, sick, compensatory time, etc.),

as well as paid disability and workers' compensation leave and leave taken pursuant to the Federal Family Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("FLA").

Muster pay will not be paid for any time taken without pay except for time taken under the FMLA/FLA.

## ARTICLE VIII

### SALARIES

#### Section 1.

The following wage increases shall be implemented:

Effective and retroactive to 1/1/13: 2.5% for those at max only

Effective and retroactive to 1/1/14: 2.5% for those at max only

Effective and retroactive to 1/1/15: 0%

All employees hired on or after September 1, 2015, shall be placed at an "Academy" step of \$27,000 and shall remain at that step until successful completion of the Academy. Once an employee has completed the Academy step, he/she shall automatically move to Step 1 on the appropriate guide. Any employee who completes the Academy and thereafter resigns within three (3) years of attending the Academy shall be required to reimburse the County for all of its training and Academy costs.

Bargaining Unit employees who retire during the effective dates of this contract shall be entitled to retroactive pay.

Bargaining unit employees who are on leaves of absence without pay shall receive pro-rata retroactivity upon return to active service. The principal that bargaining unit employees whose employment is terminated for any reason other than retirement prior to the effective date of this Agreement shall not be entitled to retroactive pay is preserved except to the extent modified for this contract by side letter of agreement between the parties.

**Section 2.**     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. No new employee shall receive an increment unless or until he/she has completed the working test period as defined by Department of Personnel Rules and Regulations.

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.

D.     Effective January 1, 2011, officers hired before that date only, will receive the following:

i.     Officers starting their tenth (10<sup>th</sup>) year of service shall be entitled to a salary step of \$1,575.00 per annum, which will be added to base salary but will not be compounded by any percentage increases applied to the base rate.

ii.    Officers starting their fifteenth (15<sup>th</sup>) year of service shall be entitled to a salary step of \$2,575.00 per annum, which will be added to base salary but will not be compounded by any percentage increases applied to the base rate.

iii.   Officers starting their twentieth (20<sup>th</sup>) year of service shall be entitled to a salary step of \$3,075.00 per annum, which will be added to base salary and will be compounded by any percentage increases applied to the base rate.

Employees hired after January 1, 2011, shall not be eligible for the foregoing salary steps.

**Section 3.**     Internal Affairs Department

Effective January 1, 2000, officers assigned to the Internal Affairs Department will receive a \$1,500.00 Stipend, which will not be added to base salary. Officers assigned to Internal Affairs shall not be included in the regular officers' overtime rotation. They shall be eligible for any overtime that occurs within the Internal Affairs Unit.

**Section 4.**     Special Operations Unit

Effective January 1, 2007, all members of the Special Operations Unit ("SOU") shall be paid an annual stipend of \$250.00.

**Section 5.**

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.

In order to maintain a bi-weekly basis for paycheck distribution, effective January 1, 2010, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year as follows:

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

This cycle will 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 holiday.

If the County determines to move to bi-monthly pay and/or mandatory direct deposit, the PBA will not object to these changes.

**ARTICLE IX**

**EQUAL EMPLOYMENT**

The Employer and the P.B.A. 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 X**

**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. Union County Correction Officers shall receive the same rights and privileges set forth in applicable Civil Service Rules and Regulations and in N.J.S.A. 40A:14-117 as these provisions have been made applicable to Correction Officers in Union County consistent with the present practice for reimbursement.

**Section 2.**

The Employer agrees that individual Correction Officers shall have the right to select an attorney of their choice to represent the Correction Officer in municipal/criminal matters consistent with N.J.S.A. 40A:14-117 and consistent with the County's existing hourly rate for outside counsel. Correction Officers may select an attorney from the approved PBA attorney list, the County's attorney list or any State PBA Legal Protection Plan attorney list.

The PBA agrees that the County has the sole right to appoint counsel for a Correction Officer in all civil litigation matters.

## ARTICLE XI

### PERSONAL INJURY LIABILITY INSURANCE

#### Section 1.

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

#### Section 2.

Effective in 1997, the Employer will provide the P.B.A. 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 Corrections Officers for reasonable and necessary costs incurred for the purchase of the following types of insurance coverage:

A. 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 11 of the collective negotiations agreement between the parties.

B. Disability Insurance.

C. Health Insurance.

D. Other types of employment related insurance.

The County agrees to provide one hundred and thirty-five (\$135.00) dollars per employee to the P.B.A. 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. Effective and retroactive to January 1, 2006, the

County agrees to increase the amount paid per employee to the P.B.A. for the purpose of creating the Fund to one hundred and fifty (\$150.00) dollars per employee.

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 2 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, 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 therefore. 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:

- A. A copy of all insurance policies and corresponding paid invoices for which reimbursement was made out of Fund proceeds;
- B. A statement of all disbursements made from the Fund and the reasons therefore;
- C. A statement of all disbursements made by the Fund and the reasons therefore; and,
- D. 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 Side-Bar Agreement relative to the Insurance Development Fund.

The PBA's failure to comply with the foregoing terms shall result in an immediate breach of this Article and the County's obligation to transmit any payment pursuant to this Article shall terminate and all money on deposit in any and all accounts of the Fund shall immediately be returned to the County.

## **ARTICLE XII**

### **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 P.B.A. because of membership or activity in the P.B.A. Neither the P.B.A. nor any of its agents shall intimidate or coerce employees into membership. Neither the Employer nor the P.B.A. shall discriminate against any employee because of race, color, creed, age, sex or national origin.

## **ARTICLE XIII**

### **SENIORITY**

#### **Section 1.**

For the purposes of this Article, seniority shall be defined as the length of the employee's uninterrupted service in the Union County Jail facilities, including sick leave, military leave and other leaves of absence which do not exceed one year.

#### **Section 2.**

The County of Union agrees to provide the P.B.A. with an accurate up to date Union County jail seniority list and personnel roster containing the names, addresses, telephone numbers, date of hire, date of certification and date made permanent. The County shall provide the above list with all updates at least once per year unless an up-to-date version is made sooner.

#### **Section 3.**

Seniority shall be the basis upon which employees shall select vacation schedules, shifts, posts, days off and overtime except in circumstances where the granting of the above will interfere with the efficient operation of the Union County Jail facilities.

**Section 4.**     Preferential Positions.

Preferential positions as set forth herein are predetermined to have weekends off on all three shifts and will be posted for bid, when the selection of new shifts, vacations, days off, posts and schedule are up for bid prior to the start of the new year, and seniority will be considered as a major factor for these assignments. The final authority for filling these assignments, however, remains with the Employer.

The preferential positions are designated as follows:

- A.     Laundry
- B.     Releasing Security
- C.     Bridge Court liaison
- D.     State Parole job
- E.     Jail Elevator
- F.     Classification – 1

**Section 5.**     Shift Selections and Schedule.

The general procedures applicable to shift selections and schedules, subject to modifications that may be required due to operational needs of the institution, and the legal obligation to negotiate with respect to making new rules or modification of existing rules that affect terms and conditions of employment, are as follows:

A.     All positions or posts that are eligible for bidding shall be offered to all officers starting from the top of the seniority list and going to the bottom of the seniority list consistent with the established criteria where designated for specified positions or post.

B.     All picks will be scheduled on a yearly basis, starting the third full week of November. The new schedule will take effect the second Monday in January.

C.     [Mini Pick] When an opening occurs for any reason except for renovations of posts, the next officer in seniority will be offered the opening and so forth down the seniority list. Management can also fill such temporary opening with overtime or the pool officer if the opening is

for a short period of time, herein defined as not to exceed 3 months unless such time is extended by mutual agreement of the parties. Mini-picks shall be applied when three (3) or more openings occur. In addition the PBA may request a mini-pick when fewer than three (3) openings occur if the opening(s) is/are for more than six (6) months.

D. Administrative Assignment to temporary posts shall not exceed 6 months. If the post remains permanent after 6 months, or regularly recurs for periods of less than a full year, it shall become subject to bid under the bidding procedures set forth herein.

E. When an opening occurs on a temporary basis due to vacation, work related injury, training, suspension and sick leave, the pool officers will be utilized. If pool officers are not available, SRPs who are regularly assigned to that shift may be used.

F. Training will be given for any post which requires special skills.

G. Management will distribute a notice that informs all officers when the picks will start. The notice will explain where, when and what time all officers are expected to call in. The notice will be attached to all officers' checks. All officers must sign for the notice and their checks. The notice will come out no later than 10 days from the date which the bidding will start. All officers will be given a reasonable amount of time to pick their shift, days off, post and vacations. The progress of the picks will be posted on a daily basis and all officers will cooperate to expedite and implement the new schedule. Correction officers who fail to call as scheduled will be skipped, until said correction officer contacts the scheduling unit at which time the officer shall pick from those posts available.

**Section 6.**     Vacation/Shift Schedules

All officers must take a minimum of ten vacation days consisting of at least one block of 5 vacation days. All officers will pick their block(s) of 5 vacation days first. Upon completion of 5 vacation day blocks, single vacation days will then be offered a seniority basis.

**Section 7.**     Shift Picks, Days off and Posts

Posts and positions will be filled in the following manner, subject to modifications that may be required due to operational needs of the institution and the legal obligation to negotiate with respect to making new rules and modification of existing rules that affect terms and conditions of employment. The President of the P.B.A. or a designee of the President shall be permitted. to monitor the shift selection process that is conducted by management through its designees in accordance with current practice.

A.     Administrative Positions

i.     Management shall assign administrative positions and the assignment shall include predetermined days off. The Director shall assign officers to administrative posts based on a review of each officer's particular qualifications, skill set, experience and seniority. Administrative positions include:

- Training (2)
- Classification/Parole (1)
- Classification/State Liaison (1)
- Policy/Procedure (1)
- Grievance Coordinator (1)
- Special Investigations (4)
- Delaney/Toler Hall Liaison (1)
- Video Conference Coordinator (1)
- Utility (2)
- Fire/Security (1)
- Key/Tool Control (1)
- Emergency Preparedness (1)
- Midnight Utility (1)
- Inmate Workforce Coordinator (1)

The parties agree that in exchange for the Reciprocal Program contained in this Agreement, the "Scheduling" post shall be an Administrative Position. If the Reciprocal Program is discontinued, the parties agree that the agreed upon Administrative post shall be returned to the bidding process in the next bidding cycle.

ii. An officer assigned to an administrative position will not pick during shift picks. If officers are taken out of administrative positions, they will have the opportunity to get the position from the officer replacing them or may take the pool officer's position according to their seniority.

B. Posts With Days Off Predetermined by Management

i. On each shift, management has assigned predetermined days off for certain posts and areas for the consistent and orderly running of that post or area.

ii. If training is required, it will begin immediately on the shift chosen through the regular pick and normally will continue for a period of up to three (3) weeks.

iii. Management may reassign an officer from a post subject to the grievance procedure which will be expedited upon request by the Union. If a grievance is filed concerning the reassignment, such reassignment shall not take place prior to completion of grievance process unless the reassignment is necessary to maintain the health, safety, or order of the facility or as otherwise may be authorized by the Administrative Code. An officer removed from an assigned position as described herein shall be placed in the schedule of the replacing officer or shall have the option of going into the pool officers' position according to seniority.

C. S/A Officers

i. Will have predetermined days off and based upon current schedule needs there will be 2 S/A officers in each Jail on the 8-4 and 4-12 shift and 1 S/A officer on the 12-8 shift. Overtime will be called in order to meet the minimum staffing requirements, as determined by the Jail Administration.

ii. The S/A officer's job duties will be determined by the supervisor on that shift in each facility. The job duties shall consist of relieving officers on break, extra security, work details and shake down, etc.

D. Pool Officer

i. Based on scheduling needs, there will be a maximum of 20 Pool officers.

ii. Pool officers will be utilized on the schedule on an as needed basis and particularly to fill openings for officers on vacation, in training, etc.

iii. Need will be determined by the scheduling unit when making out the schedule for the following week.

iv. The pool officers will be utilized when an opening exists for 5 or more days on a temporary basis.

v. The pool officer's job assignments will be based on seniority within the pool.

vi. Those pool officers not assigned to a job will have 2 consecutive days off during their work week.

vii. If an opening exists and cannot be filled by the pool officers, the opening will be filled by the last pool officer that was offered that position.

E. Regular Posts

i. Every officer will pick a shift, a set of days off and a post or job that is available to them by seniority.

ii. By seniority officers shall pick one post as a five days block, in conjunction with his/her days off.

iii. There will be no overlapping days off on multi-person posts unless noted on schedule.

iv. Eligibility for the post of booking and releasing requires compliance with the following criteria:

a. Minimum of two (2) years service in the Division of Corrections;

- b. COTA trained; and
- c. Successful completion of a minimum of 20 work days of on the job training.
- v. Eligibility for the post of scheduling unit requires compliance with the following criteria:
  - a. Minimum of four years service in Division of Corrections for non-relieving scheduling officer and three years' service for relieving scheduling officer.

F. Relief Officers

- i. A relief officer's primary function is to work the days off and post of an officer who picked one post five days a week.
- ii. Depending on the relief officer's days off, selections of posts will be limited in order to have relief officers work four days on one post, consisting of four and one.
- iii. The 12-8 shift will consist of two, two and one.
- iv. Relief Officers shall pick posts that are available to them, by seniority following the rules above.
- v. A relief officer shall be assigned to a steady shift.

**ARTICLE XIV**

**OVERTIME**

**Section 1.**

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 every two (2) weeks.



## Section 2.

Overtime must be authorized and approved by the Employer and shall be awarded on a rotating seniority basis to employees who possess the required ability, skills and training to perform the overtime assignment as herein set forth:

A. Projected overtime shall first be offered to the employees whose names appear at the top of the overtime seniority list. Upon being offered an overtime assignment, consisting of the day, shift, post assignment and facility involved the employee's name shall go to the bottom of the list regardless of whether or not the officer works the overtime assignment. In order for an officer to be eligible for projected overtime, the officer must:

- i. Not be scheduled for vacation the day the overtime will be worked;
- ii. Be scheduled to work and work a regular shift of eight hours after returning from sick leave and prior to working the overtime in cases where the officer has established a pattern of calling off, sick in conjunction with days off; except where such officer produces Doctor's note to support sickness; and,
- iii. Be personally contacted on the date that the overtime is called.

B. Non projected overtime will be filled as follows:

If there is sufficient time for the Shift Commander or Scheduling Supervisor to use the overtime seniority list, the Commander or Supervisor shall:

- i. Begin with the first officer eligible in normal rotation;
- ii. continue in normal rotation until either all posts are filled or all names are exhausted;
- iii. If the overtime is not filled and there is less than one (1) hour prior to the start of the next shift then he/she will contact the next 5 persons eligible on the list.

If the overtime is still not filled, then he/she will seek a volunteer. If there is no volunteer, then he/she will assign someone on his/her shift from a rotational reverse seniority forced overtime list. Officers refusing forced overtime will be subject to progressive discipline in accordance with the Division's existing overtime policy as of February 21, 2006.

C. Documentation.

All procedures regarding the calling of overtime will be documented on an incident report to include the Officers' name, disposition, dates worked, shifts and posts. The names of the officers working the overtime, the number of hours to be worked and the reasons will be placed on the overtime sheet. The name of the officer working the overtime will be placed on the schedule in the appropriate slot where the overtime is being worked.

D. The Employer agrees that overtime consisting of time and (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 or the number of hours of work regularly scheduled per week, whichever is greater; provided, however, the fifth (5<sup>th</sup>) day sick leave policy heretofore in effect shall be modified so that the County may require proof of illness of an employee on sick leave. Participation in assigned training programs over and above regular working hours shall be compensated at the overtime rate. Participation in volunteer training programs shall not be considered part of the work day and shall not be compensated.

E. If an employee works less than thirty (30) minutes beyond his or her regular scheduled shift because a replacement is late, he or she shall receive straight time and not overtime for such work, and the employee reporting late shall receive an appropriate deduction from his or her pay. If an employee works beyond thirty (30) minutes after his or her regular scheduled shift irrespective of the cause he or she will receive time and one-half (1-1/2) of his or her regular rate of

pay for all time worked beyond the regular shift. Effective 01/01/97, thirty (30) minutes shall be changed to twenty (20) minutes provided "muster time" is implemented at that time.

F. If an officer accepts a partial overtime shift lasting less than 6 hours, such assignment shall not affect the officer's position on the regular rotational overtime list. If an officer accepts or works a partial overtime shift of 6 hours or more, the officer will be charged with an overtime acceptance.

G. If an officer is off for three (3) days or less due to a vacation, personal or compensation days the officer will not be eligible for an overtime assignment on those days and will not be charged an overtime acceptance if the officer is inadvertently called for overtime.

H. If an officer is off for more than three days for any reason other than sick leave, the officer will be removed from the overtime seniority list for the duration of such period. It is the responsibility of the officer to contact the appropriate people at the facility (i.e. shift commander and scheduling supervisor or scheduling officer) to be properly reinstated on the overtime seniority list.

I. An officer who has a scheduled doctor's appointment resulting from a work related injury during the time of an offered overtime will not be charged with an overtime acceptance.

J. Any official of this Local or a shift representative attending a P.B.A. function will not be charged with an overtime acceptance if such official or shift representative is offered a shift during the time when such function is being held.

K. Except in cases of emergency, there shall be no forced overtime on the last tour preceding an officer's first day off on the 2400 to 0800 tour.

L. An officer on suspension three (3) days or less cannot work overtime while on suspension but can accept projected overtime on days when the officer is not on suspension.

M. An officer who is off duty due to a death in the family will not have his/her name removed from the rotational overtime seniority list and will not be charged with an overtime acceptance if called during this period. If an officer requests and is granted more than the contractually provided time off for death in the family, such officer will be removed from the overtime seniority list, and it shall be that officer's responsibility to contact the appropriate people at the facility to be properly reinstated on the list.

N. There will be only one (1) paper list.

O. There will be no dropping down or filling openings of other overtime slots, except under special conditions and as approved by the shift commander. The action will be properly documented by the shift commander listing the officer's name plus the date and reason for such action.

P. An officer who accepts an overtime assignment on a specific post can switch with any other officer with the approval of the Shift Commander. Such approval may be granted for requested exchanges where both officers are willing to switch straight time posts or both are willing to switch overtime posts or both are willing to switch an overtime post for a straight time post on the same shift. All officers switching must complete a switching slip. The slip requires signatures from both officers and the approval of the supervisor. The slips will be kept and accounted for by the scheduling unit.

An officer may also request an upgrade in which case the scheduling unit will offer the officer's post with other open posts and if the officer's post is selected that officer may then pick an open post. An officer will be called to work overtime and given a choice of posts. Thereafter, the officer either accepts or declines. There will be no call-backs or stand-bys. A senior officer may be upgraded to an open post when volunteers are needed to fill the next shift and volunteers will be

offered the remaining posts. Specialized posts can only be filled with qualified officers and if a specialized post is open and no qualified officer is on the board, then a qualified officer working the shift may be upgraded to specialized post. Any such switching and upgrading and all documentation relating thereto must be accomplished at the beginning of the shift or during the muster whichever is applicable. The shift commander may reassign an officer on overtime from the specific post assigned to another position provided such reassignment is not arbitrary and where the efficient operation of the facility is involved. This right of reassignment shall be administered with the following guidelines which shall be documented on an official jail report:

- i. Filling of the open post shall first be attempted by calling in seniority rotation.
- ii. If no officer accepts the post, the junior qualified officer on straight time shall be reassigned.
- iii. If there is no officer on straight time qualified to work the post, then the junior qualified officer on overtime will be reassigned.

Q. Grievances concerning the scheduling of overtime shall be submitted directly to expedited arbitration. The arbitrator shall have the authority to issue "bench" decisions that are binding on the parties.

R. An officer may use a beeper number, car telephone number and residence number for the purpose of receiving overtime or emergency calls.

S. An officer cannot be forced to work a double shift on a regularly scheduled day off unless a state of emergency exists which shall be properly documented.

T. If overtime is called and no post is filled, all those refusing overtime and thereby helping to short the shift will have their tag turned down.

U. All openings of four hours or more will be filled by overtime consistent with the current overtime scheduling needs. This does not preclude a shift supervisor from filling an opening for less than four hours if the situation warrants it. Management will determine the scheduling needs to insure the safety, security and orderly running of both correctional facilities.

V. Procedures For Volunteering For An Eight Hour Shift Of Overtime.

i. Eligibility

a. All officers that have their tags up will be afforded the opportunity to volunteer first by seniority.

b. If there is no officer up that elects to volunteer, then an officer that is not up, will be given the opportunity to select an overtime by seniority off of a volunteer list.

c. To be considered for a volunteer off of a volunteer list, it will be the responsibility of any officer who wants to work the next shift to call the overtime caller and inform him by no later than 2:00 P.M.- on the day shift, 10:00 P.M.- on the 4-12 shift and 6:00 A.M.- on the 12-8 shift.

ii. Volunteer List:

a. Every Monday morning a volunteer list will be compiled with every officer up by seniority. This list will be utilized through the week. The last caller to utilize the existing list will be the Sunday 12-8 caller who will use it for volunteers needed on the 8-4 shift.

b. An officer who receives an overtime off of the volunteer list will be flipped and his/her name will be taken off of the volunteer list and remain so through the week.

c. In the event that no officer up on the volunteer list elects to volunteer, then an officer who wants to work but who has been flipped off the volunteer list will be given the opportunity to select an overtime.

d. In the event that a post is open that requires special training and no officer is up on the volunteer list that is qualified, but there are officers who are up and want to work, the caller is to try to find someone on the schedule for that shift that is qualified and the caller will request that officer to fill the specialized post. If this can be done, then the spot which opens will be offered to the next officer up on the volunteer list.

W. Procedures For Volunteering For Less Than Six Hours of Overtime.

i. Eligibility

a. If there is no officer up that elects to volunteer, then an officer that is not up will be given the opportunity select a partial shift by seniority off of a volunteer list.

b. To be considered for a volunteer of a partial shift, less then 6 hours, it will be the responsibility of the officer wishing to work to call the overtime caller no later than 9:00.A.M. on the day shift, 5:00 P.M. on the 4-12 shift and 1:00 A.M. on the 12-8 shift.

ii. Volunteer List

a. Every Monday morning a volunteer list will be compiled with every officer up by seniority. This list will be utilized through the week. The last caller to utilize the existing list will be the Sunday 12-8 caller for volunteers needed on the 12-8 shift Sunday night.

b. An officer who receives an overtime off of the volunteer list will then be flipped off of the volunteer list and remain so through the week.

c. In the event that no officer up on the volunteer list elects to volunteer, then an officer who wants to work but has been flipped off the volunteer list will be given the opportunity to select an overtime.

X. Procedures For Calling Off

When officers call off just minutes before they are required to, the following procedures will be followed:

The overtime caller must call five (5) names off of the eligible overtime list before giving it up for volunteers. The overtime caller may call after the hour in order to complete calling five names off the eligible overtime list. Any officer called after the hour who thinks that he/she may be late, must inform the overtime caller so that he/she can notify the shift commander so the officer is not marked late. Any officer coming in late in order not to be marked late must report no later than two (2) hours from the time that he/she was contacted. The overtime caller must document the time the officer was contacted if after the two (2) hours.

In order to prevent this procedure from being activated, all officers are encouraged to call off of their regular shift or their overtime shift one hour and fifteen minutes before their shift begins.

Y. Officers can accumulate up to thirty-two (32) hours of compensatory time.

Z. An officer shall be credited with a forced overtime if he remains at least 2 hours and the post is able to be filled by the scheduling department.

**Section 3.**

Any Officer who is inadvertently skipped on the OT list will be placed at the top of the OT list for the next seventy-two (72) hours and shall be eligible for pre-determined OT. If no pre-determined OT is available during that seventy-two (72) hour period, the officer shall be eligible to select the next available pre-determined OT. If an Officer is skipped and then is out on vacation or leave, he/she shall be placed at the top of the list upon return to work.

**ARTICLE XV**

**PERSONAL BUSINESS AND RELIGIOUS LEAVE**

**Section 1.**

Employees who are employed less than one (1) year may be granted up to three (3) days off for personal business as hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth. Employees who have been employed for more than one (1) year may be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible.

The request by the employee shall be directed to the Department Head. The leave may only be taken if the Department Head approves and grants said leave, and if for business reasons, the



applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment.

- A. One (1) day after four (4) months of employment.
- B. One (1) additional day after eight (8) months of employment.
- C. The third (3<sup>rd</sup>) day may be granted between the tenth (10<sup>th</sup>) and twelfth (12<sup>th</sup>) months of employment.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

The parties agree that officers may use their sick, vacation, personal business and religious leave and/or substitute (due days) time (hereinafter collectively referred to as "Personal Leave"), as provided in this Article as well as Articles 19 and 16 of the Agreement, respectively, in quarter (¼)-day increments (referred to hereinafter as "Quarter-Days"), subject to the following limitations:

A. To the extent officers have accumulated and unused Personal Leave, officers may utilize a maximum of eight (8) Quarter-Days in each year.

B. Officers may utilize Quarter-Days in the beginning of their respective shifts provided they make application for use of such time stating the reason for the requested leave as far in advance as possible, but in no case later than forty-eight (48) hours prior to the commencement of the employee's requested leave. As in Section 1 of this Article, the request by the employee shall be

directed to the Department Head. The leave may only be taken if the Department Head approves and grants said leave, in his/her sole discretion, and if the applicant demonstrates that the business purpose of the requested leave could not be scheduled before or after working hours. Such request may also be denied when granting the leave would cause the County to exceed the maximum number of officers allowed off from work per this Agreement and thereby necessitate calling in another employee for overtime.

C. The parties agree that the maximum number of officers permitted during any work day to utilize vacation, personal business and religious leave and/or compensatory due days will be seventeen (17). From Memorial Day to Labor Day, inclusive, the parties agree that the maximum number of officers permitted to be absent due to vacation and/or personal business and religious leave will be twenty (20). From Memorial Day to Labor Day only, the parties agree that three additional officers will be permitted to be absent due to the use of compensatory time. Pursuant to past practice, any officers desiring to be absent from work beyond this number will be required to utilize a sick day and will be subject to the requirements of Policy 03.10.

**ARTICLE XVI**

**VACATIONS**

**Section 1.**

Employees, with the approval of the Department Head, which shall not be unreasonably withheld, shall be entitled to exchange with other employees their scheduled vacations or portions thereof provided such request is made in advance in writing. Officers will only be able to change or cancel confirmed picked vacations with the approval of the Director or his designee.

**Section 2.**

Vacation Eligibility:

- A. During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.
- B. Employees with one to eight years of service shall be entitled to thirteen (13) working days vacation each year.
- C. Employees with eight completed years to ten years of service will be entitled to fourteen (14) working days vacation each year.
- D. Employees with ten completed years to fifteen years of service will be entitled to seventeen (17) working days vacation each year.
- E. Employees with fifteen completed years to twenty years of service will be entitled to nineteen (19) working days vacation each year.
- F. Employees with twenty completed years to twenty-five years of service will be entitled to twenty-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 3.**

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 4.**

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

**Section 5.**

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 6.**

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

**Section 7.**

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

**Section 8.**

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

**Section 9.**

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

**Section 10.**

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

**ARTICLE XVII**

**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 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 a mother, father, sister, brother, grandparents, grand-children, mother-in-law, father-in-law, or other relative residing at employee's household.

**ARTICLE XVIII**

**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 for purposes of this Article 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 relative residing in the employee's household);

D. Death in the employee's immediate family, for a reasonable period of time. Up to ten (10) days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or a child and up to three (3) days will be permitted during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined in Article 19.

E. 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 employer.

**Section 2.**

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

**Section 3.**

Sick leave is earned in the following manner:

A. New employees shall receive one (1) working day for the initial month of employment if they begin on the first through the eighth day of the calendar month, and one-half (½) 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. Paid sick leave shall not accrue during a leave of absence without pay or suspension.

D. 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.

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

**Section 4.**

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The employer may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined by a physician at the expense of the employer.

**Section 5.**

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

B. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. If proof of illness is required, the County may designate the examining physician, provided that the Employer then assumes the cost of such examination, or the County may allow the employee to choose the physician, in which case the employee pays for the examination. Abuse of sick leave shall be cause for disciplinary action.

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

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

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

**Section 6.**    Sick Time Incentive Bonus Program

Effective August 5, 2008, the Sick Time Incentive Program (which memorializes the May 6, 2004, Letter of Agreement and extends the program beyond its 2005 expiration) shall entitle officers to a Sick Time Incentive Bonus when no sick days are utilized during specified twelve (12) month periods in accordance with the following schedule:

December 1 <sup>st</sup> – February 28 <sup>th</sup>	1 Day's Pay
March 1 <sup>st</sup> – May 31 <sup>st</sup>	1 Day's Pay
June 1 <sup>st</sup> – August 31 <sup>st</sup>	1 Day's Pay
September 1 <sup>st</sup> – November 30 <sup>th</sup>	1 Day's Pay

If all four (4) quarters or full twelve (12) months (December 1<sup>st</sup> – November 30<sup>th</sup>) is met with no sick days being utilized during this time period, then an extra one (1) day's pay shall be applicable.

Should all Sick Time be exhausted before or during any of the twelve (12) month periods as notated above, then no sick incentive bonus shall be applicable after sick time having been exhausted.

The PBA agrees that any officer who takes leave without pay during the relevant Sick Incentive year when said officer has contractual leave time remaining, shall not be eligible for the



sick incentive bonus. Leave without pay shall include, but not be limited to, sick leave without pay, suspension without pay, absence without leave (“AWOL”), and unpaid leaves related to work-related injury even if the officer receives salary in the form of compensation from the County’s workers’ compensation carrier. For example, if an officer chooses to receive 70% of his or her salary from the County’s workers’ compensation carrier at the conclusion of a work-related injury leave with pay instead of using his or her contractual leave time remaining, the officer will not be eligible for the sick incentive bonus. The County shall provide advance notice of at least 14 calendar days to officers whose work-related injury leave with pay is about to expire that they will not receive the sick incentive bonus if they take leave without pay.

Vacation and compensatory time without pay do not exist and are therefore considered illegitimate reasons for time off for purposes of the sick incentive bonus.

All bonus monies shall be paid in a separate check in December of the year in which it was earned, at the employees rate of pay during the time in which it was earned.

**Section 7.**

The County agrees to continue 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 a 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 B and made part hereof. Employees who are eligible for this benefit shall be compensated in accordance with the following schedule: (Officers who were hired on or after May 22, 2010 shall be capped at \$15,000 for sick leave cash-in).

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

## **ARTICLE XIX**

### **CLOTHING AND MAINTENANCE 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. This replacement shall be at the Employer's expense and shall include clothing and equipment that is damaged due to inmate contact and/or contamination.

#### **Section 2.**

The annual clothing and maintenance allowance paid to each officer shall be \$1,200.00. Clothing and maintenance allowance will be issued by separate check to all employees no later than the first week in December of each year. Effective January 1, 2012, officers shall no longer receive a clothing and maintenance allowance.

## **ARTICLE XX**

### **HOLIDAYS**

#### **Section 1.**

Officers shall be entitled to 14 holidays; the value of which shall be added to an Officer's base pay. Effective and retroactive to January 1, 2010, four (4) of the holidays shall be included in an Officer's base pay. Effective January 1, 2011, ten (10) additional holidays shall be included in an Officer's base pay for a total of fourteen (14) holidays. Holiday pay shall be paid in equal installments with the Employer's regular payroll cycles.

The Employer has designated the following days as holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Election Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Day

**Section 2.**

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.

**Section 3.**      Section 3.

Any officer who calls out sick or refuses a mandatory overtime on any of the holidays set forth in Section 1, above, shall be subject to the following discipline:

1 <sup>st</sup> Offense	Written Warning
2 <sup>nd</sup> Offense	1 Day Suspension
3 <sup>rd</sup> Offense	2 Day Suspension

Discipline will be based on a rolling 12 – month period beginning from the 1<sup>st</sup> holiday offense, whether a sick-out or OT refusal. Call-outs for FMLA/FLA shall not apply.

**ARTICLE XXI**

**RETENTION OF EXISTING BENEFITS**

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

## ARTICLE XXII

### LABOR-MANAGEMENT MEETINGS

#### Section 1.

The Director, Department of Correctional Services agrees to consult with the representative of the P.B.A. in an effort to harmoniously resolve employee problems concerning distribution of overtime and administration of sick leave.

The parties agree that the Director and the PBA President and the State Delegate will meet once per month to discuss outstanding issues. The PBA President and the State Delegate will provide the Jail Director with an agenda for the meeting at least twenty-four (24) hours prior to the meeting. The parties further agree to hold a joint Labor-Management meeting once during each quarter to discuss outstanding issues. No more than three (3) PBA representatives will attend the quarterly Labor-Management Meeting. PBA representatives will receive release time for attendance at such meetings. The PBA will provide the Jail Director with an agenda for the Labor-Management meetings at least seventy-two (72) hours in advance.

#### Section 2.

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

## ARTICLE XXIII

### P.B.A. RELEASE TIME & UNION BUSINESS

#### Section 1.     President

The President of PBA 199 shall have a work schedule that allows him sufficient release time for contract administration and union activities, subject to the approval of the Director of Correctional Services. The President shall submit to the Director for his/her approval, the President's proposed weekly schedule of planned release time no later than seven calendar days prior to the following workweek, i.e. Sunday for the workweek starting on the following Monday. The President shall wear his/her uniform at all times when present at the Jail and shall report his/her attendance on Jail premises to the Director or his designee. If the PBA President is unable to perform the duties of the office due to a leave of absence that extends beyond fourteen (14) calendar days, a designee may be chosen to handle the day to day operations of the PBA. The PBA shall promptly notify the Director of Correctional Services of the name of the designee.

#### Section 2.     P.B.A. Delegate.

The PBA delegate will be given full release time to conduct union business. The PBA State delegate agrees that when he/she is working an overtime assignment he/she will not conduct any union business, unless he/she is called to represent an officer during an investigation where the officer reasonably believes that he/she may be subject to discipline. In all other cases, officers will use shift representatives in accordance with Section 4 of this Article. The parties agree to continue the current practice of one delegate for every fifty Correction Officers being permitted to attend the PBA convention in accordance with the authority set forth N.J.S.A. 40A:14-177 and the current by-laws of the Union.

Leave to attend state or national conventions shall be governed by N.J.S.A. 11A:6-10. All requests for leave pursuant to this statute shall be in writing and submitted to the Director for approval no later than one (1) month prior to the date leave is to begin.

**Section 3.**     Executive Board Committee Members

Paid release time shall be granted to elected PBA199 Executive Board Members as follows:

- 1 Vice-President;
- 1 Treasurer;
- 1 Recording Secretary;
- 1 Finance Secretary;
- 1 Sergeant-at-Arms;
- 3 Trustees.

Executive Board Members may attend eight (8) regularly scheduled membership meetings per year. These meetings are conducted monthly, for eight (8) months and are not conducted in the four (4) remaining months of the year. Release time is limited to a maximum of sixty-four (64) hours per month in the aggregate months that the meetings are held. In the event that one or more of the Executive Board Members cannot attend a meeting, replacement(s) may not be designated.

The PBA shall notify the Director, in writing, annually providing the names of those Correction Officers who are Executive Board members including their respective positions, and provide notification of any subsequent changes.

**Section 4.**     Other Officers Release Time

Effective January 1, 2010, the PBA will be allocated with 120 total days of release time to be used to attend or to participate in events, including but not limited to: the Polar Plunge; Special Olympics; collective bargaining seminars; officers' rights seminars; suicide prevention seminars; the PBA Christmas party; the PBA picnic; and the PERC conference. No more than four (4)

officers shall be released on a given day to participate in any event. The PBA must use release time in full day increments. All requests for release time must be made at least 48 hours in advance and require the Director's approval. Any officer granted release time shall provide proof of attendance at the event within five (5) business days of the attended event. Proof may include a memorandum to the officers' supervisor confirming attendance at the event. Once the 120 days of release time have been exhausted, the PBA will not be entitled to any additional release time days.

The 120 release time days do not include release time for the PBA President, and/or the PBA Delegate's attendance at the PBA State Convention or the mini-convention pursuant to statute, or the meetings of the Health & Safety committee as set forth in Article 28, Section 2, or the release time as notated above in Section 1, of this Article.

**Section 5.**     Negotiations Committee.

P.B.A. Local No. 199 shall be entitled to have its President and two (2) additional Local representatives as members of its Negotiating Committee. The Local President and its two designated representatives shall be given time off without loss of pay to attend contractual negotiations with the Employer. The time shall be referred to as P.B.A. negotiating days and reasonable advance request for time off shall be made to the Employer, which request shall not be unreasonably denied.

**Section 6.**     Grievance Committee.

P.B.A. Local No. 199 shall be entitled to a Grievance Committee consisting of the Local President and one (1) additional Local representative. It is agreed that the President or the designated Local representative shall be given time off during working hours to attend to contractual grievances. Reasonable advance request for time off shall be made to the Employer,

which request shall not be unreasonably denied. The parties agree to meet for the purpose of establishing grievance and contractual administration issues for which time off will be permitted.

The parties agree that the PBA President and one (1) Union representative may be present at all grievance hearings.

**Section 7.**     P.B.A. Shift Representation

The Union may designate one Correction Officer per shift as the Shift Representative and that officer will be afforded reasonable amounts of release time to attend to P.B.A. business/committee reports and other related Union business as needed, without loss of regular straight time pay.

**Section 8.**     Access to Premises.

Union officials and duly authorized Union representatives, whose names and identifications have been previously submitted to the County, shall have access to premises for purposes of contract administration. Union officials shall have the opportunity to consult with negotiations unit employees before the start of the work shift (at muster), during lunch or breaks, or after completion of the work shift, or during the period of grievance investigation, provided such periods of consultation are not extended into the scheduled working time of the shift, unless such extension is specifically approved by the Employer.

**Section 9.**     Bulletin Board.

The P.B.A. shall be given exclusive use of a bulletin board in both jail facilities for the posting of P.B.A. newsletters and union information.

**Section 10.**    Inter-Office Mail

The parties agree that the County will provide the PBA with \$1500.00 per year, no later than the first week of January, to cover the expenses of mailing Union literature to PBA members. This



settlement will be retroactive to 1998. In consideration for this payment, the Union agrees to cease distributing Union literature through employees' paychecks, except in the following situations:

- A. Notification/invitation to the PBA Christmas party as long as such notification/invitation does not contain any solicitations;
- B. Notification/invitation to the PBA Picnic as long as such notification/invitation does not contain any solicitations; and
- C. Notification of internal Union elections and election literature.

**Section 11.**    Rules and Regulations.

Copies of all general orders, special orders, policies and procedures affecting wages, hours, and other terms and conditions of employment for employees covered by this agreement, which are new or are new modifications of existing orders, policies, procedures and communications shall be furnished to the P.B.A. at least 24 hours prior to their promulgation.

**Section 12.**    Funeral Leave.

Subject to the approval of the Director of Public Safety or his/her designee, the President of the P.B.A. or his/her designee and not more than one state delegate shall be permitted to attend the funeral of any law enforcement officer in the State of New Jersey who is killed in the line of duty. In the event such a funeral is held during the officer's scheduled tour of duty, neither the President, delegate or alternate attending such funeral shall sustain any loss of pay for such attendance. If a marked Division of Corrections vehicle is available, the Director or his/her designee may permit the President or delegate or designee to utilize same to attend such a funeral.

**Section 13.**    Orientation Class.

P.B.A. Local No. 199 will have the exclusive right to give an orientation class for a period of up to 15 minutes during the two (2) week Correction Officers in-house training provided to new employees at the Correction facility. The representatives of the P.B.A. who will conduct the

orientation class shall be named by the P.B.A. President and shall cooperate with the training officer to ensure that there is no disruption to the in-house training program.

**Section 14.**    PBA Office Space

The present practice with respect to office space and areas for PBA Local 199 shall be maintained. It is established that there is one permanent PBA office in both correctional facilities: New Jail--next to the officers' locker room; Old Jail--next to the visiting booth. Once renovations are completed by the County to the basement area known as Buildings and Grounds, this area shall become the Old Jail PBA office. The PBA will have unrestricted and unlimited access and use of both offices for its authorized representatives and visitors in order to conduct business and service its membership. The PBA understands the possible need of the County to utilize the PBA workout area if necessary due to a large increase in the inmate population. It is agreed that this will be done as a last resort, if needed, provided the County makes all reasonable efforts to supply the PBA with a comparable workout area.

**Section 15.**    Honor Guard

A.     The parties agree to establish a Union County Corrections Honor Guard. The Honor Guard uniform will not contain any PBA patch or insignia, but the PBA flag will be displayed. The parties agree to meet to develop a policy containing objective criteria which will be used to determine membership in the Honor Guard. There will be no arbitrary administrative appointments to the Honor Guard. Current PBA Honor Guard members will be "grandfathered" into the new Union County Corrections Honor Guard. 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.

B. The parties agree that the Honor Guard Commander selects individual officers to participate in the Honor Guard. To the extent possible the Honor Guard Commander will attempt to ensure equal representation of bargaining unit members on the Honor Guard. Leave to perform Honor Guard Duty shall be at the discretion of the Director.

#### **ARTICLE XXIV**

#### **SAVINGS CLAUSE**

In the event that any Federal or State Legislation, Governmental Regulation or Court Decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

#### **ARTICLE XXV**

#### **MISCELLANEOUS**

##### **Section 1.**

In the event of job openings the Department Head agrees to post any such openings, and to permit employees covered by the agreement to bid on such job openings. The bidding time shall be limited to one week unless such time is extended by mutual agreement of the parties. The Director of the Division of Correctional Services further agrees that seniority will be considered as a major factor in filling any such job openings. The parties understand and agree, however, that final authority for filling any such job openings remains with the Department Head and/or Manager.

##### **Section 2.**

Consistent with the provisions of Article 20, Section 3 (Holidays) of the existing contract, the Department Head agrees that employees covered by this Agreement may elect the time when they shall take any "due days" which they may have accumulated. It is understood and agreed by

the parties, that the taking of any "due days" shall be subject to approval by the Director, Department of Correctional Services and shall be consistent with the efficient operation of the jail.

**Section 3.**

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

**Section 4.**

The Director, of Correctional Services agrees that to the extent possible, it is his/her policy to restrict the movement of prisoners during feeding time between the hours of 11:30AM and 1:00 PM.

**Section 5.**

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

**Section 6.**

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

**Section 7.**

When an employee having compensatory time, as limited and provided in the contract, elects to take the same, no reason shall be required to be given for the selection of a date provided, however, the Director, Department of Correctional Services and/or his/her designee, reserves the right to refuse to grant the said date of "staffing" does not permit the granting of the day off as requested by the employee. If the employee is refused his/her selection of a date to use his/her

compensatory time for the foregoing reason, he/she shall be permitted to select another date subject to the same terms and conditions as set forth herein.

**Section 8.**

Consistent with County policy, employees shall be entitled to a mileage allowance at the fluctuating rate set by Ordinance 596-2004 when their personal vehicle is used on authorized County business.

**Section 9. Court Time.**

Consistent with present practice, court time shall consist of all time, excluding regular tours of duty, during which an employee covered under this agreement shall be required to attend a municipal court, county court, superior court, grand jury proceeding or other courts or administrative bodies arising out of the performance of duty. All such required off-duty court time shall be considered as overtime and shall be compensated at time and one-half. This definition of court time does not include time spent in connection with contract administration, including but not limited to arbitration and PERC hearings. Officers must present valid documentation to support court time.

**Section 10.**

The Employer shall supply each employee who has completed three (3) weeks of in-house training as a Correction Officer for Union County with one off-duty badge which shall be a flat wallet duplication version of the on-duty badge. This off-duty badge shall remain the property of the Employer.

**Section 11.**

The County agrees to make three (3) parking spaces available to PBA. Location to be in the garage.

**Section 12.**    Residency

All correction officers hired prior to January 1, 2000 will be grandfathered. Correction officers hired after January 1, 2000 will be required to be residents of Union County for at least two years after hire. If an employee leaves employment prior to that date, employee must reimburse County for training.

**Section 13.**    Reciprocal Day Agreement

By virtue of this agreement, any officer, of same rank, can temporarily reorganize their work schedule by applying for a reciprocal day off. To apply for a reciprocal day, the petitioner and the co-worker, who is willing to be temporarily assigned, will complete their respective portions of the "Application for a Reciprocal Day." The completed application must be signed by both parties and submitted to the Scheduling Unit at least seven (7) days prior to the date of the first reciprocal day change. This same time restriction would also apply to "cancellation" of any approved reciprocal request. Requests not submitted in the prescribed time may be denied. The employees who applied or cosigned the application are responsible for contacting the Scheduling Unit to ascertain the status of the application.

The following restrictions and regulations will apply to those utilizing a reciprocal day agreement:

- Should an employee incur working a "double day" as a result of the reciprocal agreement, and calls out "sick" / vacation / comp on that day, he/she shall be assessed two (2) sick days accordingly. If the employee is approved for vacation / comp., that will constitute 2 slots against the overall total number of authorized leave slots.
- Working more than 16 consecutive hours, as a result of a reciprocal agreement, shall not be permitted.
- One or both parties may be disqualified from an existing/approved reciprocal agreement as a result of mini-pick results, promotions/demotions, out pending retirement, extended leave or WRI, post being closed, abuse/misuse or violations pertaining to time & attendance and/or scheduling matters.
- Both parties must be qualified and remain qualified for their respective posts (i.e.

firearms qualified, booking releasing qualified etc.)

- Officers who incur 10 sick days, verified or unverified, in any 6 month period or 15 sick days in any 12 month period shall be ineligible for any reciprocal agreement for six months following the infraction. Officers who are off duty sick for 3 or more consecutive days, and produce medical documentation to verify the absence, will not have that time applied to the 10/15 sick day regulation.
- Officers who are found guilty of a major disciplinary infraction or two minor disciplinary infractions (in any violation category) will be ineligible for a reciprocal agreement for six months following the date of the guilty finding.
- Officers may appeal ineligibility status to the Director, or his designee, who may in his/her discretion determine eligibility.

The Reciprocal Agreement Program will be on a trial basis from January 1, 2011 to December 31, 2012. At the conclusion of that time, the continuation of the program will be based on the successful reduction of sick time of 20 % over the course of two years. The use of WRI and FMLA will not be included in this calculation.

**Section 14.**    **Procedure For Jobs In Blue**

The Procedure for Jobs in Blue became effective as of June 13, 2008, and is contained in Exhibit E of this Agreement.

**ARTICLE XXVI**

**INSURANCE**

**Section 1.**

All employees in the bargaining unit covered by the terms of the within Agreement shall continue to be included in a Drug Prescription Plan, the premium to be paid by the County of Union, which shall provide for an employee and his/her family to be covered by the Plan with a maximum co-payment charge or deductible cost to each employee to be maintained.

Effective September 1, 2015, prescription co-pays shall be:

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

The participating pharmacies and the exclusions of the Plan shall be as more particularly delineated in the Plan. During the term of this Agreement, employees who are on leave of absence without pay and employees who retire on pension may elect to continue existing coverage of the Drug Prescription Plan provided for herein at their sole cost and expense. Employees who retire on pension may elect to continue existing coverage of the drug prescription plan at their option, in lieu of their prescription benefits under Schedules C and D.

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.



**Section 2.**     Dental Plan

The current Dental Plan will be continued during the term of this Agreement. The premium for dental benefits shall be shared as follows:

Effective January 1, 2005, correction officers will be required to pay a share of the Dental Plan Premiums equal to \$42.71.

Effective September 1, 2006, the annual cap on the dental plan shall be increased to \$2,000.00 per annum for both single and family coverage.

Effective January 1, 2006, the County shall pay \$61.18 per month towards the premium and officers shall pay \$61.38.

Effective January 1, 2007, the County agrees to pay for any increase to the dental premium (excluding any increase in the orthodontics premium).

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.

Any increases in the Dental Plan premiums during the term of this Agreement over the 1989 base, will be reflected in a lump sum deduction in the Wage Schedule established for the year in which such premium increases occur.

**Section 3.**

A.     Effective April 1, 2006, the County agrees to implement a program of retirement benefits as set forth in Schedules C and D, attached hereto as Exhibit C. The conditions and requirements for receiving these benefits are set forth in Schedules C and D. The benefits in Schedule C shall also be applied to all officers who meet the requirements and who retired on or after January 1, 2005 through April 1, 2006.

B. Vesting of Rights: All employees hired on or prior to December 31, 2009, are vested as to all eligibility criteria and benefits set forth in Schedule C, attached to this Agreement. Any material changes to Schedule 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' right and benefits under Schedule 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 Schedule 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 Schedule C.

C. In addition to the foregoing, the PBA consents to each current bargaining unit member and all bargaining unit members hired from the date of this agreement through December 31, 2009, signing an individual contract between each unit member and the County (attached hereto as Exhibit D) that obligates the County to provide the benefits described in Schedule C to the unit member and eligible dependents, regardless of any changes in the collective bargaining agreement.

D. Dependents of employees eligible for retiree health benefits under Schedule C shall also be provided with coverage pursuant to the health insurance plan's rules.

E. Officers who receive fully paid retirement benefits under the 2005 through 2009 CNA shall be provided with the Medco Rx or an equivalent plan. The plan shall provide for free

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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.

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 4.** All existing cost containment and co-pay provisions applicable to the hospitalization insurance program shall be maintained, except as follows:

A. Effective May 1, 2004, 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. Also, the out of network cost share shall be changed from 80/20 to 70/30 (county/employee respectively) for all employees.

B. Effective August 1, 2006, there shall be a \$10.00 co-pay for in network services – doctor’s office visits only.

C. Effective January 1, 2011, emergency room co-pays shall be \$25.00 per visit (to be waived if admitted).

D. Effective June 28, 2011, P.L. 2011, Chapter 78 governs the amount of employee contributions.

E. Effective July 1, 2015, the County implemented two (2) additional health benefits plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. Copies of the benefit summaries for each plan is attached hereto as Exhibit F. Employees hired on or after September 1, 2015, shall be required to choose one of these two plans during the first two (2) years of employment. Following the completion of two (2) years of employment and during the next open enrollment period, employees may elect to participate in one of the County’s other plans. All current employees may voluntarily select one of these plans during open enrollment. With regard to the HSA, the County agrees that it will contribute \$1000 towards the deductible for single coverage and \$2000 towards the deductible for family coverage for both current and new employees who elect the HSA.

G. The County offers Health Benefit Plans through Horizon BC/BS whereby employees may enroll or change plans suited to their medical requirements at any open enrollment period.

H. Horizon PPO will be maintained for employees choosing said plan with their cost being the difference between the HPPO premium and the Direct Access premium in any given year.

I. As soon as practical, the County shall modify all health plans as follows:

Out of Network Benefit: \$500 Single/\$1,000 All Others

Out of Network Reimbursement Benefit: 150% of CMS (Medicare)

J. Health Benefit Buy-Out Option – Employees covered by spouse plan could decline additional health coverage and received \$5,000 annually, payable in 26 installments over the next year. Also as June 1, 2007, the Health Benefit Buy-Out for Single Coverage from another source in the amount of \$1,800 shall be effective. Employees opting out shall retain the right to re-enter the County Health Benefit Plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured. In order to be eligible for the health-benefit opt-out payment, an employee must opt out of both health and prescription coverage.

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

**ARTICLE XXVII**  
**SAFETY AND HEALTH**

**Section 1.**

The Employer at all times will maintain safe and healthful working conditions. The Employer will provide bargaining unit employees with wearing apparel, fire arms, tools or devices necessary to insure their safety and health.

**Section 2.**

The parties agree to establish a Health and Safety Committee comprised of one (1) Administration representative and one (1) PBA representative. This Committee will meet one (1) time per month, for a maximum of two (2) hours, to formally inspect the Jail Facilities and review any health and safety issues arising in the Jail Facilities, and write any necessary reports. The parties understand, however, that in the event of emergency additional inspections may be required. The PBA representative will receive release time for participation on the Committee.

**Section 3.**

A. The Employer shall provide a tuberculosis test annually to each employee without cost to the employee in accordance with applicable statute.

B. The Employer shall provide to each employee covered by this Agreement a Hepatitis B vaccination at no cost to the employee. The vaccination shall be repeated within the prescribed time frame established by PEOSHA.

If an Officer takes advantage of any vaccines or tests available to them pursuant to this Article, the Officer agrees to follow through with any follow-up procedures or protocols necessary in the administration of vaccines or tests. An Officer who fails to complete the full vaccine test or protocol will be precluded from participating in the vaccine or testing program in the future.

**ARTICLE XXVIII**

**WORKERS COMPENSATION INSURANCE**

**Section 1.**

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

A. The employee shall notify the Supervisor and the Personnel Office of the work related injury or illness.

B. If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall receive his/her full pay for the first one year if there was an injury which has been inflicted on the employee by any person or persons arising out of the employee's employment, or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. Anything herein stated to the contrary notwithstanding, any holidays falling within the one year or ninety (90) day period, as hereinabove set forth, shall automatically extend said period by the amount of holidays falling in said period in either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workers' Compensation Insurance carrier.

C. After the first one year or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain his/her temporary disability Workmen's compensation check and not receive any additional monies from the County and not have any charge made to his/her sick leave accumulation, or if the employee wishes to

receive full pay and charge his/her sick leave accumulation he/she shall be permitted to do the same provided he/she turns over to the county any temporary disability check or checks received from the County Workmen's Compensation Insurance carrier.

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

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

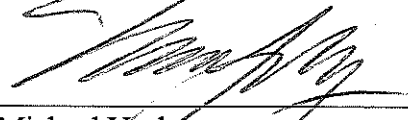
## **ARTICLE XXIX**

### **DURATION**

This Agreement shall become effective on January 1, 2013 and shall terminate on December 31, 2015. If either party desires to negotiate a successor contract they shall notify the other party of their intention to do so on or before September 1, 2015.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures this 24<sup>th</sup> day of JUNE, 2016:

WITNESSETH:



Michael Yuska  
Director, Administrative Services

COUNTY OF UNION

By: 

Alfred Faella  
County Manager

APPROVED AS TO FORM:



Kathryn V. Hatfield, Esq  
County Attorney

By: 

James Pelletiere  
Clerk of the Board

PBA LOCAL 199

By: 

David Oppman  
President

ATTEST



**EXHIBIT A**

**SALARY GUIDES**

<b>COs hired prior to 1/1/11</b>				
<b>STEPS</b>	<b>12/1/2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
1	\$38,794	\$38,794	\$38,794	\$38,794
1A	\$41,939	\$41,939	\$41,939	\$41,939
2	\$46,659	\$46,659	\$46,659	\$46,659
3	\$50,498	\$50,498	\$50,498	\$50,498
4	\$57,268	\$57,268	\$57,268	\$57,268
5	\$64,040	\$64,040	\$64,040	\$64,040
6	\$67,201	\$67,201	\$67,201	\$67,201
7	\$72,817	\$72,817	\$72,817	\$72,817
8	\$78,258	\$78,258	\$78,258	\$78,258
9	\$82,957	\$82,957	\$82,957	\$82,957
MAX - 10	\$89,581	\$91,821	\$94,117	\$94,117
10y SOP*	\$1,575	\$1,575	\$1,575	\$1,575
11	\$91,156	\$93,396	\$95,692	\$95,692
15y SOP**	\$2,575	\$2,575	\$2,575	\$2,575
12	\$92,156	\$94,396	\$96,692	\$96,692
20y SOP***	\$3,075	\$3,075	\$3,075	\$3,075
13	\$92,656	\$94,896	\$97,192	\$97,192

<b>10y SOP*</b>	Officers starting their 10th year of service shall be entitled to a salary step of \$1,575 per annum, which will be added to base salary but <b><u>will not be compounded</u></b> by any percentage increases applied to the base rate
<b>15y SOP**</b>	Officers starting their 15th year of service shall be entitled to a salary step of \$2,575 per annum, which will be added to base salary but <b><u>will not be compounded</u></b> by any percentage increases applied to the base rate
<b>20y SOP***</b>	Officers starting their 20th year of service shall be entitled to a salary step of \$3,075 per annum, which will be added to base salary and <b><u>will be compounded</u></b> by any percentage increases applied to the Officer's base rate

<b>COs hired after 1/1/11</b>				
<b>*NO SOP*</b>				
<b>Steps</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
1	\$33,459	\$33,459	\$33,459	\$33,459
2	\$38,328	\$38,328	\$38,328	\$38,328
3	\$43,197	\$43,197	\$43,197	\$43,197
4	\$48,065	\$48,065	\$48,065	\$48,065
5	\$52,934	\$52,934	\$52,934	\$52,934
6	\$57,803	\$57,803	\$57,803	\$57,803
7	\$62,672	\$62,672	\$62,672	\$62,672
8	\$67,540	\$67,540	\$67,540	\$67,540
9	\$72,409	\$72,409	\$72,409	\$72,409
MAX - 10	\$77,278	\$79,210	\$81,190	\$81,190

<b>COs hired after 9/1/15</b>	
<b>*NO SOP*</b>	
<b>Steps</b>	<b>2015</b>
New Hire	\$27,000
Grad - 1	\$33,459
2	\$38,328
3	\$43,197
4	\$48,065
5	\$52,934
6	\$57,803
7	\$62,672
8	\$67,540
9	\$72,409
MAX - 10	\$81,190

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

6. RETURN TO SERVICE AFTER RETIREMENT:

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

7. LEAVE WITHOUT PAY:

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

8. COMPUTATION:

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

c. Eligible employees shall be compensated in accordance with the following schedule: (Officers who were hired on or after May 22, 2010, shall be capped at \$15,000 for sick leave cash-in.)

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 off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

a. An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE

a. The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:

- i. Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
- ii. Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
- iii. Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- iv. Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- v. All sick leaves were reportable and reported accordingly.
- vi. The time-keeping procedure required certification of the accuracy of the employees pay time.
- vii. 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.
- viii. All records are available for inspection.
- ix. 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 C**

**RETIREE HEALTH BENEFITS**

**(Employees Hired Prior to December 31, 2009)**

**SCHEDULE C**

Effective April 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 a disability pension or retire having 25 years or more of service credit in the Police and Firemen's Retirement System ("PFRS") 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 meeting the eligibility requirements who do not have health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

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. Subject to the vested material rights of employees covered under this Schedule C, the County reserves the right to change or modify the plan at any time, so long as the modified plan provides substantially equivalent or better coverage to that in effect for members of the bargaining unit at the time of their retirement

provided such coverage remains generally available in the insurance market at commercially reasonable rates.

3. 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. Members receiving benefits under this Schedule C shall be not eligible for or receive the subsidy provided in Schedule D.

4. 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.



## RETIREE HEALTH BENEFITS

(Employees hired on or after January 1, 2010)

### SCHEDULE D

Effective January 1, 2009, 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 employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55 shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have 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 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	\$540.58 per month
P/C Retiree	
Family Under 65	
H/W Over 65	\$276.77 per month
H/W Retiree Over 65	\$267.77 per month
H/W. Spouse Over 65	
Family Over 65	\$442.88 per month
Family Retiree Over 65	\$477.85 per month
Family Spouse Over 65	
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 D**

**INDIVIDUAL CONTRACT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2006, by and between the **County of Union** (herein the “**County**”) and \_\_\_\_\_ (herein the “**Employee**”), with the agreement and approval and consent of **PBA Local No. 199** (hereinafter “**PBA**”);

Insert Name of Individual Employee

**WHEREAS**, the County and PBA 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 PBA bargaining unit covered by the CBA and

**WHEREAS**, in order to obtain the agreement to enter into the CBA, the PBA agreed to a zero percent increase to base pay for calendar years 2006 and 2007 and other agreements as more particularly set forth in the Memorandum of Agreement dated May \_\_\_, 2006, attached hereto as Appendix A (herein the “**Memorandum**”); and

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

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

**COUNTY OF UNION**

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

\_\_\_\_\_  
ATTEST

**PBA LOCAL 199**

By: \_\_\_\_\_  
James Roche,  
President

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
\_\_\_\_\_, Employee  
Print Name

\_\_\_\_\_  
ATTEST

## EXHIBIT E

### UNION COUNTY CORRECTIONS

#### PROCEDURE FOR JOBS IN BLUE

- 1) **Definition.** Jobs in Blue, or off-duty pay jobs, are any opportunity for employment where an officer's services are sought by another law enforcement agency through its Chief Executive Officer or designee, to provide security or traffic management (if lawfully permitted and the officer obtains all required legal certifications).
- 2) **Scope of Employment.** Officers are expressly prohibited from working off-duty pay jobs in a law-enforcement capacity unless these assignments have been approved by the Director and payment for services rendered is processed through the County of Union.
- 3) **Assignment of Positions.** All jobs in blue will be assigned through the PBA President or his designee. Assignments will be made from a rotating list of officers who have expressed a desire to be placed on an off-duty pay job call list. Such list shall be maintained by PBA Local 199 and PBA199A and be subject to review by the Director or his designee upon request.
- 4) **Unforeseen Illnesses.** Officers who have accepted assignment to a Job in Blue and become ill before or during their assignment will contact the PBA President or his designee to seek qualified relief. The PBA President or his designee will contact the requesting jurisdiction.
- 5) **Jobs in Blue Eligibility.** Only sworn officers who are COTA graduates and authorized to carry a firearm and who maintain their firearms qualification are eligible to work off-duty pay job details.
- 6) **Duty Uniform.** All officers shall wear the Class A uniform while performing Jobs in Blue, unless the law enforcement agency has specifically requested that the services be performed in civilian or other attire.
- 7) **Work Orders.** Officers accepting a Job in Blue will retrieve a numbered Work Order from PBA 199/PBA199A. This Work Order will be completed by the officer and signed by a representative of the employing establishment. The original copy will be returned to the Director's office. A copy will be left with the vendor/employer and another with the PBA. The officer shall maintain a copy as his receipt.
- 8) **Payment Process.** Payment for services rendered will not be received by the officer until the County has received payment from the outside employer.

- 9) **Administrative Cost.** The County will deduct a ten percent (10%) administrative fee to cover the cost of Social Security payments and administrative processing.
- 10) **Duties and Responsibilities.** The officer, by accepting assignment to the off-duty Job in Blue, assures the County that he will perform his assigned tasks professionally and responsibly. Any failure to live up to this standard shall be deemed a Neglect of Duty and may subject the officer to disciplinary action.
- 11) **Indemnification.** The County shall not be responsible for any procedural errors in assigning officers to Jobs in Blue caused by the PBA or the requesting law enforcement agency and any such errors shall not be subject to the grievance and arbitration clauses of the PBA 199/PBA 199A collective bargaining agreements. In addition, the County shall not be held liable for any failure by the part of a requesting law enforcement agency to provide payment to an officer for a Job in Blue. It shall be the responsibility of the officer, or the PBA, at its option, to pursue any such matter.
- 12) **Overtime.** The assignment of Jobs in Blue shall not cause overtime. That is, an officer shall not be allowed to be assigned a Job in Blue during his regularly scheduled shift or any part thereof. This clause does not prohibit the payment of overtime for time spent in Court due to actions taken while assigned to a Job in Blue.
- 13) **Equipment.** Officers working Jobs in Blue shall be allowed to have on their person the following equipment provided the officer has qualified and is therefore eligible to carry said equipment:
  - a) **County issued or other authorized firearm;**
  - b) **OC spray;**
  - c) **Baton or similar device;**
  - d) **Handcuffs or similar device; and**
  - e) **Other equipment approved by the Director.**

In addition, officers shall be allowed to use County radios for use at Jobs in Blue that enable the officer to communicate, at a minimum, with Union County Police dispatch.



## EXHIBIT F

### HEALTH PLAN SUMMARIES



### *Advantage EPO DESIGN I County of Union*

Benefit	In-Network Benefits Only (Includes Bluecard network)
<b>Benefit Period</b>	Calendar year
<b>Deductible</b>	
Individual	None
Family	None
<b>Coinsurance</b>	100%
<b>Maximum Out of Pocket</b>	
Individual	\$2,000
Family	\$4,000
Maximum Out of Pocket is Calendar year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket.	
<b>Benefit Period Maximum</b>	Unlimited
<b>Lifetime Maximum</b>	Unlimited
<b>Primary Care Physician Selection</b>	Not Required
<b>Doctor's Office Visits</b>	
<b>Primary Care Office Visit</b>	100% after \$20 copay A primary care physician is a general or family practitioner, internist or pediatrician
<b>Specialist Office Visit</b>	100% after \$40 copay A referral is not required to visit a specialist.
<b>Maternity Visits</b>	100% after \$40 copay Copay applies to 1st visit only Dependent children are eligible for Maternity/Obstetrical Benefits.
<b>Allergy Testing and Treatment</b>	100%
<b>Preventive Care</b>	Note: A copay will only apply when an office visit is billed.
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%
Well Child Exams	100%
Well Child Immunizations and Lead Screening	100%
<b>Diagnostic Procedures</b>	
<b>Laboratory</b>	100% in office setting or Labcorp 100% in outpatient facility
<b>Outpatient X-ray/Radiology Services</b>	100% in office setting 100% in outpatient facility
CT/CTA Scans, PET Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.	
Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.	
<b>Hospital Care</b>	
Inpatient Admission (including maternity)	100%
Room and Board	100%
Pre-admission Testing	100%
Surgery in Hospital	100%
Inpatient Physician Services	100%
Outpatient Dept. Services	100%
<b>Emergency Care</b>	
Emergency Room	100% after \$100 facility copay
Ambulance	100%
<b>Outpatient Surgery</b>	
Hospital Outpatient Surgery	100%
Surgery in an Ambulatory SurgiCenter	100%
<b>Mental Health Services</b>	

**Advantage EPO DESIGN I  
 County of Union**

Inpatient	100%
Outpatient department	100%
Office setting	100% after \$40 copay
<b>Substance Abuse Services</b>	
Inpatient	100%
Outpatient department	100%
Office setting	100% after \$40 copay
<b>Alcohol Abuse Services</b>	
Inpatient	100%
Outpatient department	100%
Office setting	100% after \$40 copay
Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Value Options at 1-800-626-2212.	
<b>Other Services</b>	
Acupuncture	100% after \$40 copay
Bariatric Surgery	100%
Diabetic Education	100% after office copayment
Diabetic Supplies	100%
Durable Medical Equipment	100%
Orthotics and Prosthetics (Per NJ mandate)	100% after \$20 copay
Home Health Care	100%
Hospice Care	100%
	100% after copayment in office setting 100% in outpatient facility
Infertility (including in-vitro fertilization)	Limited to 4 egg retrievals per lifetime
Physical Rehabilitation Facility Inpatient Services	100% Limited to 60 days per benefit period
Private Duty Nursing	100% Limited to 30 visits per benefit period (8-hour shifts)
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after office copayment 30 visit maximum per therapy, per benefit period



## Advantage EPO DESIGN 1 County of Union

Skilled Nursing Facility/Extended Care Center	100% Limited to 100 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after office copayment 25 visit maximum per benefit period
Vision - Routine Eye Exam	100% after \$40 copay
Vision Hardware	\$50 every two years
Prescription Drugs	Covered under a freestanding prescription program
Eligibility	Dependent children, including full-time students, are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
Pre-Existing Conditions	Not applicable
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at <a href="http://www.HorizonBlue.com">www.HorizonBlue.com</a> .
24/7 Nurse Line	Not applicable

The Advantage EPO plans cover eligible expenses rendered by providers in Horizon's Managed Care network. When you utilize participating providers, you generally only pay your copayment and any applicable in-network coinsurance or deductible. No benefits are available out-of-network, except in emergency situations.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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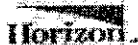
Horizon



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## Horizon MyWay HSA Direct Access County of Union

Health Savings Account (HSA)	Employer Contribution	
You may access your Health Savings Account for out of pocket expenses.	The employer and/or employee can contribute to the Health Savings Account up to the statutory maximum regardless of the individual's deductible.	
Benefit	In-Network	Out-of-Network
Benefit Period	Calendar Year	
Deductible	\$2000 per indiv /\$4000 True Family Deductible	
Individual	True Family Aggregate - Entire family deductible must be met before any benefits are paid.	
Family	Deductible is Calendar Year.	
Coinsurance	100%	70%
Maximum Out of Pocket	Maximum Out of Pocket is Calendar Year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.	
Individual	\$5,000	\$10,000
Family	\$10,000	\$20,000
Benefit Period Maximum	Unlimited	
Lifetime Maximum	Unlimited	
Primary Care Physician Selection	Not Required	
Doctor's Office Visits	100% after deductible	
Primary Care Office Visit	70% after deductible <i>A primary care physician is a general or family practitioner, internist or podiatrist.</i>	
Specialist Office Visit	70% after deductible <i>A referral is not required to visit a specialist.</i>	
Maternity Visits	100% after deductible <i>Female child dependents are ineligible for maternity/beneficial benefits.</i>	
Allergy Testing and Treatment	70% after deductible	
Preventive Care	100% (no deductible)	
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	70% (no deductible)	
Well Child Exams	100% (no deductible)	
Well Child Immunizations and Lead Screening	70% (no deductible)	
Diagnostic Procedures	100% after deductible	
Laboratory	70% after deductible	
Outpatient X-ray/Radiology Services	70% after deductible	
<p>CT/CTA Scans, PET Scans, MRIs/MRA's, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6206 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.</p>		
<p><i>Note: Managed Care members can call 1-866-969-234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</i></p>		
Hospital Care	100% after deductible	
Inpatient Admission (including meals)	70% after deductible	
Room and Board	70% after deductible	
Pre-admission Testing	70% after deductible	
Surgery in Hospital	70% after deductible	
Inpatient Physician Services	70% after deductible	
Outpatient Dept. Services	70% after deductible	



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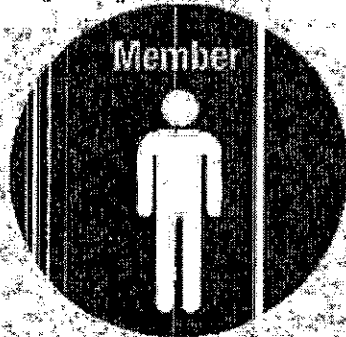


**Horizon MyWay HSA**  
**Direct Access**  
**County of Union**

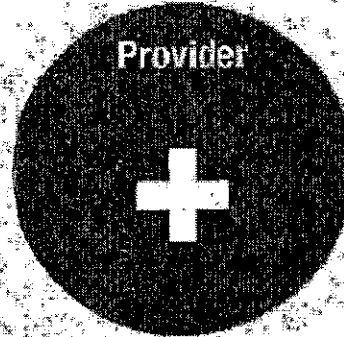
Emergency Care		100% after deductible	
Emergency Room	Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries		
Ambulance	100% after deductible		70% after deductible
Outpatient Surgery		100% after deductible	
Hospital Outpatient Surgery	100% after deductible		70% after deductible
Surgery in an Ambulatory Surgery Center	100% after deductible		70% after deductible
Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ Payment Allowance and therefore may result in significant out of pocket costs.			
Mental Health Services		100% after deductible	
Inpatient	100% after deductible		70% after deductible
Outpatient department	100% after deductible		70% after deductible
Office setting	100% after deductible		70% after deductible
Substance Abuse Services		100% after deductible	
Inpatient	100% after deductible		70% after deductible
Outpatient Substance Abuse	100% after deductible		70% after deductible
Office setting	100% after deductible		70% after deductible
Alcohol Abuse Services		100% after deductible	
Inpatient	100% after deductible		70% after deductible
Outpatient department	100% after deductible		70% after deductible
Office setting	100% after deductible		70% after deductible
Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Value Options at 1-800-626-2212.			
Other Services		100% after deductible	
Bariatric Surgery	100% after deductible		70% after deductible
Diabetic Education	100% after deductible		70% after deductible
Diabetic Supplies	100% after deductible		70% after deductible
Durable Medical Equipment	100% after deductible		70% after deductible
Orthotics and Prosthesis (PAIN relief)	100% after deductible		70% after deductible
Physical Rehabilitation Facility Inpatient Services	100% after deductible		70% after deductible
Limited to 60 days per benefit period			
Home Health Care	100% after deductible		70% after deductible up to 100 visits
Hospice Care	100% after deductible		70% after deductible
100% after deductible			
Infertility (including surrogacy treatment)			Limited to 4 egg retrievals per lifetime
	100% after deductible		70% after deductible
Private Duty Nursing			Limited to 30 visits per benefit period (8-hour shift)
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after deductible		70% after deductible
30 visit maximum per therapy, per benefit period			
Skilled Nursing Facility/Extended Care Center	100% after deductible		70% after deductible
Limited to 100 days per benefit period		Limited to 60 days per benefit period	
Therapeutic Manipulation (Chiropractic Care)	100% after deductible		70% after deductible
25 visit maximum per benefit period			
Vision - Routine Eye Exam	100% after deductible		70% after deductible
Vision Hardware			Not covered
Prescription Drugs			70% after deductible

# Horizon MyWay HSA – how a claim is paid

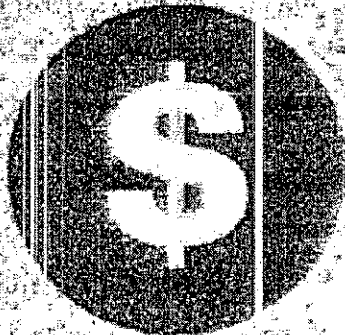
www.HorizonMyWay.com



**Step 1:**  
Horizon MyWay HSA member visits the provider of his/her choice for care. In network preventive care is covered according to the member's contract.



**Step 2:**  
The provider submits the claim directly to Horizon Blue-Cross Blue Shield of New Jersey as they would for a Direct Access or PPO product. Horizon BCBSNJ reviews the member's benefits and pays the claim accordingly.  
If the member has met their deductible, a payment will be mailed to the provider.



**Step 4:**  
Member payment options include:  
• Horizon MyWay Visa/debit card  
• Mail or Personal Check  
• Cash/Other Personal Check



**Step 3:**  
If there is any remaining member liability, the provider sends a statement to the member outlining any outstanding balance. The member also receives an Explanation of Benefits (EOB) from Horizon BCBSNJ. The member submits the appropriate payment as outlined in the EOB directly to the provider. If HSA funds are available, the member may pay from their Horizon MyWay account.

Please note: Horizon BCBSNJ will not pay providers directly from the member's HSA. This is the member's responsibility.



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## Horizon MyWay HSA Direct Access County of Union

<b>Eligibility</b>	Dependent children, including full-time students are covered until the end of the month in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
<b>Pre-Existing Conditions</b>	Not applicable
<b>Grandfathered</b>	Not applicable
<b>Prior Authorization</b>	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at <a href="http://www.HorizonBlue.com">www.HorizonBlue.com</a> .
<b>24/7 Nurse Line</b>	24/7 Nurse Line is a health information service that includes a toll free 24 hour health information line staffed by registered nurses. 24/7 Nurse Line nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit.

You can save money when you choose to receive care from providers that participate in the Horizon BCBSNJ networks. When you use participating hospitals or other medical facilities or doctors, you generally only pay your copayment and any applicable in-network coinsurance or deductible. Generally, if you have services performed at an out of network facility or by an out of network provider, your out of network benefits will apply. This means that you will be responsible for amounts exceeding Horizon BCBSNJ's allowable reimbursement for that particular service and this may result in significant out of pocket costs. You will be responsible to pay for this amount directly to the non-participating hospital, ambulatory surgery center or provider. By using our Horizon-BCBSNJ network providers, you keep your health care costs down.

Please note that the benefit highlights are provided for informational purposes. Horizon BCBSNJ makes every effort to provide clear and accurate information pertaining to these benefit highlights. However, because Horizon BCBSNJ generally expects continued guidance from regulators on issues pertaining to Federal health care reform, the information that has been provided is subject to change. Horizon BCBSNJ will provide notice of such changes to members pursuant to State and Federal requirements.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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