

59
Contract no. 909

AGREEMENT

BETWEEN

THE COUNTY OF UNION

AND

UNION COUNTY SHERIFF

AND

POLICEMEN'S BENEVOLENT ASSOCIATION,

SHERIFF'S SUPERIOR OFFICERS OF UNION COUNTY

LOCAL NUMBER 108, INC.

EFFECTIVE: JANUARY 1, 1990 THROUGH DECEMBER 31, 1992

**DeMARIA, ELLIS, HUNT & SALSBERG
Labor Counsel for the
County of Union
744 Broad Street - Suite 1400
Newark, New Jersey 07102
(201) 623-1699**

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AGREEMENT

PREAMBLE

This Agreement made this 27th day of April, 1990, by and between THE COUNTY OF UNION and the SHERIFF OF THE COUNTY OF UNION, hereinafter called "Employer" and POLICEMEN'S BENEVOLENT ASSOCIATION, SHERIFF'S SUPERIOR OFFICERS OF UNION COUNTY, LOCAL NUMBER 108, INC., hereinafter called the "P.B.A."

WITNESSETH:

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

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

ARTICLE I
RECOGNITION

Section 1. The Employer hereby recognizes the Policemen's Benevolent Association, Sheriff's Superior Officers of Union County, Local Number 108, Inc., as the exclusive negotiating representative for all of its Sheriff's Superior Officers, at its location at the Courthouse, Elizabeth, New Jersey, or some other locations wherein such employees may be employed under the jurisdiction of the Employer.

ARTICLE II
MANAGEMENT RIGHTS

Section 1. Whenever the term "Employer," "Department Head," or "Supervisor" shall be used throughout this Agreement, it shall mean and include the County Manager and the Sheriff and/or their designees, except as otherwise designated in this contract, as specifically may be provided in the New Jersey Statutes in such cases made and provided or the Administrative Code of the County of Union.

Section 2. Except as modified, altered or amended by the within Agreement, the Sheriff and/or his designee, shall not be limited in the exercise of his statutory management functions. The County Manager, the Sheriff and/or their designees, hereby retain and reserve unto themselves, without limitations, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution of the United States of America, including but without limitation, the following rights, privileges and functions:

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

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

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

Section 3. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Sheriff, the County Manager or other designee, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection thereto shall be limited only by the extent such specific and expressed terms are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States, and the provisions of this contract.

Section 4. Nothing contained herein shall be considered to deny or restrict the Sheriff, the County Manager or their designees, of their rights, responsibilities and authority under Title 40 and 40A, or any other state laws or regulations as they pertain to the Sheriff and/or the County Manager form of government.

ARTICLE III

PAYROLL DEDUCTION OF P.B.A. DUES

Section 1. The Employer agrees to deduct from the salaries of each employee who is a member of the P.B.A., under the terms of this Agreement, dues for the Policemen's Benevolent Association, Sheriff's Superior Officers of Union County, Local No. 108, Inc., when same is authorized in writing by each such P.B.A. member. Individual authorization forms shall be filed by the P.B.A. with the appropriate business office of the Employer.

Section 2. An authorization for deduction of P.B.A. membership dues shall be terminated automatically when an employee is removed from the payroll of the County. Where an employee takes leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect dues from his or her salary during such absence. Upon return to employment at the termination of said leave the County shall continue to deduct dues from his or her salary in accordance with the payroll deduction program agreed upon by the parties.

ARTICLE IV

SALARIES

Section 1. Effective January 1, 1990, all Superior Officers shall receive salaries as follows:

Sergeant	\$35,372
Lieutenant	\$38,408
Captain	\$39,130

Section 2. Effective July 1, 1990, all Superior Officers shall receive salaries as follows:

Sergeant	\$36,913
Lieutenant	\$39,949
Captain	\$40,671

Section 3. Effective September 1, 1990, all Superior Officers shall receive salaries as follows:

Sergeant	\$37,038
Lieutenant	\$40,742
Captain	\$42,053

Section 4. Effective January 1, 1991, all Superior Officers shall receive salaries as follows:

Sergeant	\$39,260
Lieutenant	\$43,187
Captain	\$44,576

Section 5. Effective September 1, 1991, all Superior Officers shall receive salaries as follows:

Sergeant	\$39,617
Lieutenant	\$43,975
Captain	\$45,957

Section 6. Effective January 1, 1992, all Superior Officers shall receive salaries as follows:

Sergeant	\$41,994
Lieutenant	\$46,613
Captain	\$48,714

Section 7. Effective September 1, 1992, all Superior Officers shall receive salaries as follows:

Sergeant	\$42,372
Lieutenant	\$47,457
Captain	\$50,355

Section 8. The County shall have the right to change the weekly pay from Thursday to Friday at such time as the County has made the appropriate administrative changes.

ARTICLE V

LONGEVITY

Section 1. During the life of this Agreement, all employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto, provided, however, that any person commencing full time continuous employment subsequent to January 1, 1973, shall not participate in nor be entitled to the benefits of the present County longevity program.

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

ARTICLE VI
PENSION AND WELFARE

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

All employees covered under the terms of this Agreement shall be covered, as shall the members or their immediate family, for medical and hospital expenses and major medical coverage under the County's insurance plan. The above medical and hospital insurance, with major medical coverage, shall be at the sole expense of the Employer.

ARTICLE VII

VACATIONS

Section 1. Vacation Eligibility.

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

(b) Employees with one to eight years of service shall be entitled to thirteen (13) working days vacation each year.

(c) Employees with eight completed years to ten years of service will be entitled to fourteen (14) working days vacation each year.

(d) Employees with ten completed years to fifteen years of service will be entitled to seventeen (17) working days vacation each year.

(e) Employees with fifteen completed years to twenty years of service will be entitled to nineteen (19) working days vacation each year.

(f) Employees with twenty completed years to twenty-five years of service will be entitled to twenty-one (21) working days vacation each year.

(g) Employees with twenty-five or more completed years of service will be entitled to twenty-five (25) working

days vacation each year plus one (1) additional day per completed year of service above 25 years of service to a maximum of 30 days of vacation.

Section 2. Part-time employees shall receive vacation credit allowance on a prorated basis in accordance with Section 1 above.

Section 3. Effective January 1, 1980 and each January 1 thereafter, unless changed by a successor Agreement, employees covered by this Agreement shall submit their request for a vacation on or before January 31 for each year and the Sheriff shall post a vacation schedule for all employees covered hereunder by March 31, 1980 or March 31st of any succeeding year, as the case may be.

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

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

Upon prior approval by the Sheriff, employees covered hereunder may add earned, accumulated compensatory time to their vacation period. The parties understand and agree that

arrangements for addition of compensatory time to vacation shall be made sufficiently in advance to insure that all staffing requirements of the Department are adequately met.

Effective January 1, 1991, employees will be permitted to utilize up to four (4) vacation days per year as floating days, taking one (1) day per quarter, provided there is sufficient manpower and three (3) days prior notice is given to the Sheriff's office.

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 prorated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year.

Section 5. An employee who is retiring on pension based upon length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 6. Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate, a sum of money equal to the compensation figured on his salary rate at the time of his death.

Section 7. If a 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, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final paycheck.

Section 10. Vacations must be taken during the current calendar year unless the supervisor determines that it cannot be taken because of pressure of work, in which case, unused vacations may be carried forward into the next succeeding year only.

ARTICLE VIII

RETENTION OF EXISTING BENEFITS

Section 1. Except as otherwise specifically provided to the contrary in this Agreement, all rights, privileges and benefits which employees of the Employer have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement, including, but not limited to, any rights, benefits and privileges bestowed upon employees of the Employer by the laws of the United States or the laws of the State of New Jersey.

ARTICLE IX

NO STRIKES OR LOCKOUTS

Section 1. Participation by any employee covered by the terms of this Agreement in a strike, or a refusal to perform duties because of a contract dispute shall be just cause for disciplinary action.

Section 2. No lockout of employees shall be instituted by the Sheriff, the County Manager or their designated representatives and their administrative staff during the term of this Agreement. The P.B.A. agrees that during the term of this Agreement neither it, nor its officers, employees or members, will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, slowdowns, mass resignations, mass absenteeism, or any such similar actions which would involve suspension of, or interference with the normal work-related activities carried on by the Sheriff or his designated representative.

ARTICLE X
GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined to be a claimed violation of the terms of this Agreement or the interpretation or application of any policy or administrative decision which violates the terms of this Agreement.

Section 2. The time limits specified in the steps in this grievance procedure shall be construed as a maximum. Any grievance not processed within the stated time period shall be deemed waived and abandoned. However, these time limits may be extended upon written mutual agreement between the parties.

Section 3. A grievance may be initiated by an individual, a group of employees or by the PBA. The PBA shall be notified of and shall have the right to be present at all stages of the grievance procedure.

Section 4. Should a grievance as defined herein arise between an employee(s) and the employer, the following procedure shall be followed:

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

A grievance must be presented at Step 1 within seven (7) work days from the date the grievant knew or should have known of the facts which gave rise to the grievance.

Step 2: If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, the aggrieved may file a grievance in writing with the Sheriff of Union County or his designated representative. A meeting on the grievance shall be held between the Sheriff or his designated representative and the aggrieved party together with the PBA's designated representative not later than ten (10) working days from the date of the filing of the grievance in writing with the Sheriff. The Sheriff will render his decision in writing within ten (10) working days after the meeting concerning the grievance.

Step 3: If a satisfactory settlement is not reached at Step 2, the PBA may file for binding arbitration by sending a written request for same to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within fifteen (15) days of the receipt of the answer in Step 2 or within fifteen (15) days of when the answer in Step 2 should have been received. Copies of the written request for arbitration shall be given to the Sheriff and to the Director of Personnel for Union County. The arbitration shall be conducted pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect.

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

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

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

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

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

The arbitrator will be required to issue a decision within 30 calendar days from the date of the close of hearing. The arbitrator's decision shall be in writing and will set forth findings of fact and conclusions on the issues submitted. The decision of the arbitration shall be final and binding upon the parties.

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

ARTICLE XI
HOURS OF WORK

Section 1. The normal hours of work for all employees employed by the Employer, shall consist of seven (7) hours of work per day and thirty-five (35) hours of work per week Monday to Friday. The work week is from 12:01 a.m. Saturday to 12:00 midnight Friday. In the event that the Employer changes the work week this contract shall automatically be amended to reflect such change. The normal starting time shall be 9:00 a.m. and the normal quitting time shall be 4:00 p.m.

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

Effective July 1, 1990, the normal hours of work shall consist of 7 1/2 hours of work per day and 37 1/2 hours of work per week, Monday through Friday. The normal starting time shall be 8:30 a.m. and the normal quitting time shall be 4:00 p.m. The five minute shape up shall be eliminated.

Section 2. Effective January 1, 1988, the Sheriff may implement a schedule of 4-days-on, 3-days-off for a Court Entrance Security Squad. (The 4-3 shift may encompass non-court functions such as entrance security, search and rescue and warrants). The work day shall be 9 hours and 20 minutes. The starting and stopping times for the 4-3 shift

shall be fixed at not earlier than 7:00 a.m. nor later than 5:00 p.m. The third day off in the schedule shall be equitably scheduled among the members of the squad. Anyone interested in the 4-3 squad may apply to the Sheriff, who will make decisions based upon qualifications. Seniority shall be one of the criteria considered by the Sheriff.

If the 4-3 schedule is deemed unsatisfactory by the Sheriff, he shall give the P.B.A. at least 30 days written notice before disbanding the shift and shall offer the P.B.A. an opportunity to meet and discuss same with him prior to disbanding the shift.

Section 3. In 1990, the Sheriff may create an early shift, the hours of which shall be 7:30 a.m. to 3:00 p.m.

Effective in 1990, the Sheriff may create a second shift, the hours of which shall be 2:00 p.m. to 9:00 p.m.

Effective in 1990, the Sheriff may also create a late shift, the hours of which shall be 2:30 p.m. to 10:00 p.m. Employees assigned to the late shift shall receive a shift differential as follows:

January 1, 1990 - \$20.00 per week
January 1, 1991 - \$25.00 per week
January 1, 1992 - \$30.00 per week.

ARTICLE XII

OVERTIME

Section 1. Each employee who is specifically assigned by the Sheriff, or his designated representative, to work prior to 8:30 a.m. or to work later than 4:00 p.m. (except as provided in Article 11) shall be paid overtime at the rate of straight time his regular rate of pay until forty (40) hours of work have been completed. Employees shall not be paid overtime unless such overtime is authorized by the Sheriff or his designated representative.

Section 2. Employees covered by this Agreement shall be paid overtime at the rate of time and one-half his regular rate of pay for all hours worked in excess of forty (40) hours of work per week, exclusive of time credited and/or paid for as standby as provided in Article XIII of this Agreement.

For purposes of this Article, paid time off for sick leave, personal day, vacation, holiday, or death in the family shall constitute a normal day (7-1/2 hours) of work. Authorized time off for Union or P.B.A. business during normal working hours shall constitute time worked.

Section 3. All overtime shall be paid by the end of the week following the week in which the voucher for such overtime is submitted.

Section 4. There shall be no pyramiding of overtime.

Section 5. All foreseeable overtime, exclusive of courtroom overtime, shall be equally distributed based upon seniority and ability to perform the work required to be done. Effective September 1, 1990, employees with the rank of Lieutenant or the rank of Captain waive their right to overtime.

ARTICLE XIII

STANDBY TIME AND CALL-IN TIME

Section 1. The parties agree that because of necessary changes directed by the Court, employees must be available on a standby basis on weekends, in connection with juvenile arrests. Accordingly, the parties have agreed to the following arrangements with respect to standby time and compensation for same.

Section 2. Sheriff's Superior Officers assigned to the Juvenile Courts shall be assigned to standby duties, as hereinafter provided, on a rotating basis. Such employees shall be required to stand by between the hours of 7:00 a.m. and 9:00 a.m. on weekends and holidays and shall not be required to be available thereafter unless so notified. For each day of standby, the employees shall receive credit for two (2) hours compensatory time.

Section 3. In the event an employee on standby is actually called into duty or any employee who is not on standby is called into duty, he shall be compensated at the rate of straight time pay for time actually worked, with the minimum of three (3) hours pay on weekdays, weekends and holidays, plus the standby compensatory time of two (2) hours referred to in Section 2 above.

Section 4. If the Sheriff cannot release employees for compensatory time due to departmental staffing requirements, said compensatory time shall be paid for as wages at the rate of straight time the regular rate of pay.

Section 5. All adjustments of compensatory time and wages provided above shall be made in the following month.

Section 6. In case of emergency, the Sheriff shall have the right to call in non-juvenile personnel under the same terms and conditions as above stated.

ARTICLE XIV

HOLIDAYS

Section 1. The Employer has designated the following days as holidays for the year 1990:

- | | | |
|-----|--|--|
| 1. | New Year's Day | Monday, January 1, 1990 |
| 2. | Dr. Martin Luther King, Jr.'s Birthday | Monday, January 15, 1990 |
| 3. | Lincoln's Birthday | Monday, February 12, 1990 |
| 4. | Washington's Birthday | Monday, February 19, 1990 |
| 5. | Good Friday | Friday, April 13, 1990 |
| 6. | Memorial Day | Monday, May 28, 1990 |
| 7. | Independence Day | Wednesday, July 4, 1990 |
| 8. | Labor Day | Monday, September 3, 1990 |
| 9. | Columbus Day | Monday, October 8, 1990 |
| 10. | General Election Day | Tuesday, November 6, 1990 |
| 11. | Veteran's Day | Sunday, November 11, 1990
(celebrated Monday, 11/12/90) |
| 12. | Thanksgiving Day | Thursday, November 22, 1990 |
| 13. | Day after Thanksgiving Day | Friday, November 23, 1990 |
| 14. | Christmas Day | Tuesday, December 25, 1990 |

Section 2. The Employer has designated the following days as holidays for the year 1991:

- | | | |
|-----|--|------------------------------|
| 1. | New Year's Day | Tuesday, January 1, 1991 |
| 2. | Dr. Martin Luther King, Jr.'s Birthday | Monday, January 21, 1991 |
| 3. | Lincoln's Birthday | Tuesday, February 12, 1991 |
| 4. | Washington's Birthday | Monday, February 18, 1991 |
| 5. | Good Friday | Friday, March 29, 1991 |
| 6. | Memorial Day | Monday, May 27, 1991 |
| 7. | Independence Day | Thursday, July 4, 1991 |
| 8. | Labor Day | Monday, September 2, 1991 |
| 9. | Columbus Day | Monday, October 14, 1991 |
| 10. | General Election Day | Tuesday, November 5, 1991 |
| 11. | Veteran's Day | Monday, November 11, 1991 |
| 12. | Thanksgiving Day | Thursday, November 28, 1991 |
| 13. | Day after Thanksgiving Day | Friday, November 29, 1991 |
| 14. | Christmas Day | Wednesday, December 25, 1991 |

Section 3. The Employer has designated the following days as holidays for the year 1992:

- | | |
|---|---|
| 1. New Year's Day | Wednesday, January 1, 1992 |
| 2. Dr. Martin Luther King, Jr.'s Birthday | Monday, January 20, 1992 |
| 3. Lincoln's Birthday | Wednesday, February 12, 1992 |
| 4. Washington's Birthday | Monday, February 17, 1992 |
| 5. Good Friday | Friday, April 17, 1992 |
| 6. Memorial Day | Monday, May 25, 1992 |
| 7. Independence Day | Saturday, July 4, 1992
(celebrated Friday, 7/3/92) |
| 8. Labor Day | Monday, September 7, 1992 |
| 9. Columbus Day | Monday, October 12, 1992 |
| 10. General Election Day | Tuesday, November 3, 1992 |
| 11. Veteran's Day | Wednesday, November 11, 1992 |
| 12. Thanksgiving Day | Thursday, November 26, 1992 |
| 13. Day after Thanksgiving Day | Friday, November 27, 1992 |
| 14. Christmas Day | Friday, December 25, 1992 |

Section 4. If an employee is called in to work on a regularly scheduled holiday, he shall be paid for the holiday plus time actually worked.

Section 5. The Employer agrees to reduce the staff of employees covered by this Agreement to one-half (1/2) when the Courts are closed during the Christmas recess, New Year's recess, and Easter recess if declared. Said reduction is to be implemented as follows:

(a) There will be posted a list designating one-half (1/2) of the employees covered by this Agreement to receive time off with pay during the Christmas recess and the other one-half (1/2) of the employees covered by this Agreement to receive time off with pay during the New Year's recess. Employees may interchange their designated time off consistent with the needs of the Court and upon prior approval of the

Sheriff. Employees may request their appropriate time off two (2) weeks in advance of the Christmas and New Year's recess.

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

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

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

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

Section 2. No personal leave shall be applied for, approved or granted immediately before or after any vacation

period, holiday period or weekend, except under extraordinary circumstances.

Section 3. Leave days, as provided herein, must be used in a one (1) year period and shall not be accumulated from year to year.

ARTICLE XVI

LEGAL AID

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

ARTICLE XVII

PERSONAL INJURY LIABILITY INSURANCE

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

ARTICLE XVIII

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. The P.B.A., or any of its agents, shall not intimidate or coerce employees into membership.

ARTICLE XIX
EQUAL EMPLOYMENT

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

ARTICLE XX

MISCELLANEOUS

Section 1. Nothing herein shall prevent the parties from meeting for the purpose of reviewing problems which exceed the scope of the Sheriff's authority except that this Agreement may not be modified, altered, or changed without the mutual agreement of the parties hereto.

Section 2. The Sheriff agrees that he will provide the net amount of accumulated unused sick leave to each employee covered hereunder on or before January 31st for the preceding calendar year during the term of this Agreement.

Section 3. The Employer agrees to provide, as needed, the following amounts per year for each employee covered by this Agreement for clothing and special equipment required for the job:

Effective January 1, 1990, Two Hundred and Twenty-Five (\$225.00) Dollars;

Effective January 1, 1991, Two Hundred and Fifty (\$250.00) Dollars;

Effective January 1, 1992, Two Hundred and Seventy-Five (\$275.00) Dollars.

All clothing and special equipment provided hereunder must receive prior approval by the Sheriff and shall be subject to all applicable laws, rules and regulations

covering bids. The aforesaid provision will not affect either party's rights to negotiate changes in the grant in future successor Contracts.

Effective January 1, 1990, Plainclothes Superior Officers may obtain reimbursement for purchase of clothing, up to the contractual amount for clothing purchase, upon submission of receipts.

Effective January 1, 1988, the Employer shall furnish at no cost to the employee the initial issue of three (3) long sleeve and three (3) short sleeve white shirts when an employee is promoted to Lieutenant.

(a) Bargaining unit employees shall be entitled to the following clothing maintenance allowance which includes cleaning and repair of the same:

Effective January 1, 1990, Two Hundred and Seventy-Five (\$275.00) Dollars.

Effective January 1, 1991, Three Hundred (\$300.00) Dollars.

Effective January 1, 1992 - Three Hundred and Twenty-Five (\$325.00) Dollars.

Each employee covered hereunder must submit a voucher or vouchers claiming the aforesaid payments and attached to the voucher or vouchers must be a receipt or receipts substantiating that the services have been furnished. The receipts must be submitted from commercial laundries and cleaners to the proper fiscal authorities of the County of

Union and payment will be made upon their approval of the same; in no event shall reimbursement be made for cleaning or laundering performed in the homes of the employees.

Section 4. Effective January 1, 1988, the Sheriff agrees to provide all employees covered hereunder who work nine (9) consecutive hours and who are required to remain on duty until 6:00 p.m. with a meal allowance of Seven (\$7.00) Dollars or with a meal.

Effective January 1, 1989, the meal allowance shall be increased to Eight (\$8.00) Dollars.

Section 5. In the event that the Union County Court System adopts a "night court" session during the term of this Agreement, the impact of such change shall be the subject of negotiations.

Section 6. In the event that employees covered by this Agreement are directed by the Court to remain on duty after their normal quitting time and the Sheriff's Superior Officer is unable to secure prior approval from the Sheriff for this extra work, such extra work shall be paid for pursuant to the overtime provisions of the existing Agreement.

Section 7. In the event that there is a change in structure of the Union County Sheriff's Office by reason of promulgation of new rules and regulations by the New Jersey Department of Personnel during the term of this Agreement, the impact of any such change in structure shall be the subject of negotiations.

Section 8.

(a) All employees covered by the terms of the within Agreement shall be included in a Drug Prescription Plan, the premium not to exceed Eighty-Five (\$85.00) Dollars per year, to be paid by the County of Union, which shall provide for a member and his family to be covered by the Plan with a maximum co-payment charge or deductible cost to each employee of not more than Two (\$2.00) Dollars per prescription. The names of the participating pharmacies and the exclusions of said Plan are more particularly delineated in the Plan. In successor years if there is any increase in premium over the Eighty-Five (\$85.00) Dollars, hereinabove provided, the same shall be paid by the employee.

(b) The County shall include all employees covered by the terms of the within Agreement in a Basic Dental Plan covering employees only. The premium for the said Basic Plan shall not exceed Fifty (\$50.00) Dollars per year, to be paid by the County of Union and the Plan shall provide coverage for the employees only.

Section 9. Effective January 1, 1986, there shall be a hospitalization insurance subsidy plan for employees, covered by the recognition clause of the Collective Bargaining Agreement, subject to the following terms and conditions:

(a) Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 1986; and must retire on either a disability pension or

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

(b) Description: This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify Plans at any time so long as the modified Plan provides substantially similar coverage to that effect at the time of this Contract.

(c) Subsidy: Upon implementation of this benefit, the County shall be obligated to subsidize the cost of health insurance premiums for qualifying retirees, as follows:

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$57.18 per month
Single, Over 65	\$14.39 per month
H/W Under 65	\$85.00 per month
H/W Spouse Over 65	
P/C Employee Under 65	

<u>Category</u>	<u>County's Subsidy</u>
H/W Over 65	\$28.49 per month
H/W Spouse Over 65	
P/C Employer Over 65	
Family Under 65	\$85.00 per month
	Family Spouse Over 65
Family Over 65	\$39.43 per month
Family Employer Over 65	

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

(d) Modification: In the event that the amount of the County's contribution is subsequently reduced or even eliminated, the change in practice shall apply to those persons already retired. Similarly, in the event that the Hospital Insurance Plan is changed or modified in any way, the new Plan shall apply to the retirees.

Section 10. Payment for the attendance of approved seminars/conferences shall be pursuant to County Policy PIB 1-01-01.

ARTICLE XXI

SAVINGS CLAUSE

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

ARTICLE XXII

DEATH IN FAMILY

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or other relative residing at employee's household.

ARTICLE XXIII
ON THE JOB INJURY

Section 1. If an employee is injured or becomes ill arising out of an during the course of his employment, the following procedure shall be applicable:

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

(b) If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive his full pay for the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier.

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

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

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

If an employee is required to go to the County's insurance company's doctor or medical center for treatment of a compensable injury during his regularly scheduled shift, the attendance at the doctor's office or medical center during his

regularly scheduled shift shall not be charged to sick time provided that upon completion of the doctor's visit, the employee returns to work if there is still time remaining on the shift.

Section 2. An injured or ill employee (work or non-work related) may request to be temporarily assigned to a duty other than his/her normal duty, subject to medical approval by the employee's physician and the availability of suitable work. The ultimate determination whether or not to temporarily assign such an employee shall be in the sole discretion of the Sheriff.

ARTICLE XXIV

SICK LEAVE

Section 1. Sick leave may be used by employees who are unable to work because of:

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

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

Section 2. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 3. Sick leave is earned in the following manner:

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

(b) After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

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

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

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

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

Section 4. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating

the illness. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

Section 5.

(a) An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one (1) 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 (1) day or less, only one (1) submission of such proof shall be necessary for a period of six (6) months.

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

- i. In the case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
- ii. In the case of death of the immediate family, reasonable proof shall be required.
- iii. The appointing authority may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the agency, by a physician

designated by the appointment authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 6. Effective January 1, 1988, the County agrees to introduce a program of payment for unused sick leave upon retirement in accordance with the following requirements:

(a) Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service solely with the County of Union, and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement.

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

(c) Employees who are eligible for this benefit shall be compensated at one-half (1/2) the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of \$7,000.00.

Effective January 1, 1991, the age requirement of fifty-five (55) years shall be eliminated and the maximum payment hereunder shall be increased to Ten Thousand (\$10,000.00) Dollars. Exhibit A annexed to this Contract shall be amended accordingly.

ARTICLE XXV

P.B.A. PRESIDENT

Effective upon the execution of this Contract, the President of the P.B.A. Sheriff Superior Officers, Local 108, upon receiving prior approval by the Sheriff, or an Under-sheriff, shall be given reasonable time off to handle grievances, negotiations, and other P.B.A. business during normal working hours.

ARTICLE XXVI

DURATION

This Agreement shall become effective on January 1, 1990, except where otherwise indicated, and shall terminate on December 31, 1992. If either party desires to change this Agreement, it shall notify the other party in writing not less than sixty (60) days or more than one hundred and twenty (120) days before the expiration date of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.

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

WITNESSETH:

COUNTY OF UNION

[Signature]
CLERK OF THE BOARD

By: [Signature]
Ann M. Baran
County Manager

[Signature]

By: [Signature]
Ralph Froehlich
Sheriff of Union County

POLICEMEN'S BENEVOLENT ASSOC.
SHERIFF'S SUPERIOR OFFICERS OF
UNION COUNTY, LOCAL NUMBER 108, INC.

ATTEST:

William Mara

By: [Signature]
President

APPROVED AS TO FORM

[Signature]
County Attorney

[Signature]
Vice President

EXHIBIT A

COUNTY OF UNION
UNUSED SICK LEAVE PAYMENT
REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATIONS:

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

3. ELIGIBILITY:

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

4. DEATH OF AN EMPLOYEE:

In the event of an employee's death within one year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It should be noted that retirement is contingent upon the employee surviving 30 days after the effective date of retirement.

5. **DISABILITY RETIREMENT:**

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

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

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

7. **LEAVE WITHOUT PAY:**

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

8. **COMPUTATION:**

a) Sick leave credit shall be computed from the date of employment; or if a break in service has

occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to layoff shall be credited with sick leave accrued before separation and after return to employment.

- b) The amount shall be computed at the rate of 1/2 the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift differential, stipends or other supplemental pay shall not be included in the computation.
- c) In no event shall payment for unused accumulated sick leave exceed \$7,000.00.
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
- f) A retiree must be officially on the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

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

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

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

- a) Sick leave days were earned by all employees within that class title on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days per calendar year thereafter.
- b) Proof of need of sick leave usage was required when sick leave exceeded at least five (5) consecutive days or a total of ten (10) days within one (1) calendar year.
- c) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.

- d) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- e) All sick leave was reportable and reported accordingly.
- f) The timekeeping procedure required certification of the accuracy of the employees pay time.
- g) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.
- h) All records are available for inspection.
- i) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.