

AGREEMENT
BETWEEN
THE COUNTY OF UNION AND THE UNION COUNTY SHERIFF'S OFFICE
AND
POLICEMEN'S BENEVOLENT ASSOCIATION,
UNION COUNTY SUPERIOR CORRECTION
OFFICERS, LOCAL 199A, INC.

Effective: JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

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PREAMBLE

This Agreement made this _____ day of _____ 2022 between THE COUNTY OF UNION and THE UNION COUNTY SHERIFF'S OFFICE (hereinafter called "Employer" or "County") and PATROLMEN'S BENEVOLENT ASSOCIATION, UNION COUNTY SUPERIOR CORRECTION OFFICERS LOCAL NO. 199-A, INC. (hereinafter called the "S.O.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 S.O.A. as follows:

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Patrolmen's Benevolent Association, Superior Correction Officers of Union County, Local No. 199-A, Inc. and any successor organization if applicable, as the exclusive representative for all its Superior Correctional Police Officers with the rank of Captain, Lieutenant and Sergeants employed in the Union County Sheriff's Office.

ARTICLE 2
PAYROLL DEDUCTION OF S.O.A DUES AND REPRESENTATION FEE

Section 1. S.O.A Dues

- A. The Employer agrees to deduct from the salary of each employee who is a member of the S.O.A. under this Agreement, dues and assessments for the Patrolmen's Benevolent Association, Correction Officers of Union County, Local No. 199, Inc., when authorized

in writing to do so by each S.O.A. member. Individual authorization forms shall be filed by the S.O.A. with the appropriate business office of the Employer.

- B. The amount of monthly S.O.A. membership dues will be certified by the president of the S.O.A. in writing to the Employer and the amount so certified will be uniform for all members of the S.O.A.
- C. Any member may resign from the S.O.A. by providing written notice to the Employer during the ten (10) days following each anniversary date of his/her employment pursuant to and in accordance with the requirements of N.J.S.A. 52:14-15.9E. An employee's notice of revocation of authorization for the payroll deduction shall be effective on the 30th day after the anniversary date of employment. In the event the member fails to notify the Employer within this time period to cease dues deductions such deduction shall continue until the employee's next anniversary date. Notice of withdrawal must be submitted by the employee in writing to the Finance Department and to the S.O.A. The Employer shall forward a copy of the employee's written request of notice to withdraw to the S.O.A. prior to termination of dues deduction.
- 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 S.O.A. (which is the duly certified majority representative) solely and exclusively and shall not be afforded to any other employee organization.

Section 2.

The S.O.A. shall indemnify, defend and save the County 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 under this Article or in reliance upon information furnished to the County by the S.O.A. or its representatives under this Article.

ARTICLE 3
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.

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 Sheriff and/or his designees, hereby retains and reserves, without limitations, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution of the United States of America, including but without limitation, the following rights, privileges and functions:

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

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

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

Section 4.

Nothing contained herein shall be considered to deny or restrict the Sheriff or his 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 4
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.

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

Section 2. Departmental Investigations

All Departmental investigations shall be conducted in accordance with the Attorney General Guidelines on Internal Affairs Policy and Procedure.

ARTICLE 5

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 S.O.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 S.O.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 Employer during the term of this contract period. The SOA 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 absenteeism, or any such similar actions which would involve suspension of, or interference with the normal work-related activities carried only the Sheriff or his designated representative.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment. Any matter which is the proper subject of a grievance may be submitted to arbitration in accordance with the provisions of the Article if it is not resolved through the grievance procedure, except matters subject to the rules and regulations of the New Jersey Civil Service Commission.

Section 2.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances. A 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 the grievance with the employee's immediate supervisor (Division Director), either directly or through the S.O.A.'s designated representative, for the purpose of resolving the matter informally. A grievance must

be presented at Step 1 within ten (10) working days from the date the grievant knew or should have known of the facts which gave rise to the grievance. 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 aggrieved party may file a grievance in writing with the Sheriff or his/her designee within ten (10) working days after receipt of the Step 1 answer or after when the answer should have been received. The S.O.A. will make a reasonable effort to include in the written grievance a brief statement of the facts that constitute the grievance. A meeting on the grievance shall be held between the Sheriff or his/her designee and the aggrieved party and the S.O.A.'s designee not later than ten (10) working days after it has been presented. The Sheriff or his/her designee will render a decision in writing within ten (10) working days after the meeting is held.

Step 3. Arbitration. If a satisfactory settlement is not reached at Step 2 and the grievance does not involve a matter which is subject to review by the New Jersey Civil Service Commission, and if the Executive Board of the S.O.A. determines that the grievance as filed is meritorious, the S.O.A. may request arbitration in writing within fifteen (15) working days after the answer is given by the Sheriff or within fifteen (15) working days from the date the Sheriff's decision should have been given, whichever is sooner, or the grievance shall be deemed to be waived. The parties agree to utilize the panel maintained for grievance arbitration by the Public Employment Relations Commission. The rules specified by the Public Employment Relations Commission shall be applied.

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 from 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 costs 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 his/her 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 procedure will 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 S.O.A. When an employee is not represented by the S.O.A., the S.O.A. shall be notified and 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 7
HOURS OF WORK

Section 1.

Each officer shall be assigned a normal workweek of forty (40) hours consisting of five (5) consecutive days of eight (8) hours per day following by two (2) consecutive days off. On or before October 1, 2021, the parties agree to meet and negotiate regarding options to replace the 5/2 work schedule.

Section 2.

While the standard workweek shall be forty (40) hours, a mandatory additional twenty minutes per day will be worked to accommodate line-up or shift briefing time. The additional twenty minutes per day is exclusive of the standard workweek, and shall be paid at straight time. The standard workweek and the additional twenty minute shift briefing will together equate to 2,167 hours per annum and is reflected as such in the base pay rates established in Article 8 of the Agreement. In the event that the parties agree that the shift briefing time is no longer needed,

base salaries shall be reduced in proportion to the reduction in time. The starting time includes the twenty minute shift briefing time. Specific shift hours will be.

First Shift	0700 to 1500 Hours
Second Shift	1500 to 2300 Hours
Third Shift	2300 to 0700 Hours

Upon 7 calendar days' notice, the Sheriff may move an Officer's shift hours by one hour on either end of the shift.

Section 3.

Effective January 1, 2001, all employees will be required to complete forty (40) hours of annual training. 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 requires that the officer be trained at the work station site. The Sheriff will make every effort to schedule training on an Officer's regular work day. The Sheriff has the sole right to determine what constitutes training.

Section 4.

The S.O.A. agrees that its members will complete any on-line training required by the Sheriff.

ARTICLE 8

SALARIES

Section 1.

Employees covered by this agreement who retired during the term of this agreement, shall receive retroactively increases in pay provided in the salary scale hereinafter set forth, if

applicable. Employees on leaves of absence without pay or suspension without pay shall receive pro-rata retroactive pay for the period of time they returned to active service. Employees who were terminated for cause or otherwise terminated their employment with the County prior to the effective date of this agreement shall have no entitlement to any retroactive pay increases.

Section 2.

The following wage increases shall be implemented:

Effective and retroactive to January 1, 2022:	2.00% across the board
Effective January 1, 2023:	2.00% across the board
Effective January 1, 2024:	2.00% across the board
Effective January 1, 2025:	2.00% across the board
Effective January 1, 2026:	2.00% across the board

Base salaries for officers covered by this Agreement are set forth in Exhibit C.

Section 3.

Effective July 1, 2021, there shall be a \$3500 annual on call stipend for Captains. The on call stipend will be prorated for 2021 and the full \$3500 stipend will be effective January 1, 2022. This amount shall be part of a Captain's base pay and payable in equal amount's in the Sheriff's regular payroll cycles but will not be compounded by any annual across the board wage increase to salaries, if any. The On-Call Captain stipend shall be maintained as long as the Captain(s) continue to assume a substantial routine on call assignment.

Section 4.

- A. The Salary guide effective January 1, 2000. for each classification reflects an adjustment in the amount of \$1500 at each step for the inclusion of an additional forty (40) hours of work annually. designated for mandatory training.

- B. Automatic movement on the salary guide: Employees shall be entitled to move to the next step on the salary guide herein established upon completion of one year of service and two years of service in their respective title, as appropriate for each classification.
- C. Any employee having completed at least 25 years of service with the County shall move to the maximum salary for their respective rank.

Section 5. Senior Officer

Effective January 1, 2011, the position of Senior Officer will be compensated as follows:

- A. Employees starting their tenth (10th) year of service as a Correction Officer with Union County will receive a Senior Officer Stipend in the amount of \$1575.00 per annum, which will be added to base salary, but will not be compounded by any percentage increases applied to the base rate.
- B. Employees starting their fifteenth (15th) year of service as Correction Officer for Union County will receive a Senior Officer stipend of \$2575.00 per annum, which will be added to base salary but will not be compounded by any percentage increases applied to the base rate.
- C. Employees starting their twentieth (20th) year of service as a Correction Officer for Union County will receive a Senior Officer stipend of \$3075.00 per annum, regardless of their step placement, which will be compounded by any percentage increases applied to the base rate.

Officers promoted into the unit who were not eligible for the Senior Officer Stipend in the rank and file unit shall not be entitled to the Senior Officer Stipend set forth herein.

Section 6.

All paychecks shall be done by direct deposit. Employees will be paid bi-monthly on the 15th and the 30th of each month.

Section 7.

Should any County law enforcement unit be granted hazard pay, the Employer agrees to reopen the contract solely to negotiate the issue of hazard pay with the SOA.

Section 8.

If any other organized group of employees of the County, Sheriff's Department, or Prosecutor's Office receives an across the board increase in salary during the term of this Agreement that averages more than the 2% increases set forth above and/or receives hazard pay, the SOA shall have the option to reopen this contract for further negotiations on those issues.

ARTICLE 9
EQUAL EMPLOYMENT

The Employer and the Association hereby agree to continue their practice of not discriminating, against any employee 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 10
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 New

Jersey Civil Service Commission 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 S.O.A. agrees that the County has the sole right to appoint counsel for a Correction Officer in all civil litigation matters.

ARTICLE 11

PERSONAL INJURY LIABILITY INSURANCE

Section 1.

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

Section 2. Insurance Development Fund

A. Effective January 1, 1997, the Employer will provide the Patrolmen's Benevolent Association Union County Correction Officers, Local No. 199 (hereinafter the "P.B.A.") with 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 P.B.A. or S.O.A., respectively, [hereinafter "employee(s)"] and employed by the Employer as Corrections Officers. The Fund shall

be administered by the P.B.A. for the benefit of the P.B.A. and S.O.A. members and shall reimburse employees for reasonable and necessary costs incurred for the purchase of the following types of insurance coverage:

1. Legal Defense Insurance for the defense of any civil, criminal or administrative action or proceeding involving or arising out of the employee's employment or arising out of their activities as a Law Enforcement Officer on or off duty. Any disbursements made by the Fund for such insurance shall be consistent with the provisions of N.J.S.A. 40A:14-117 and Article 11 of this Agreement.
2. Disability Insurance.
3. Health Insurance.
4. Other types of employment related insurance.

B. Effective and retroactive to January 1, 2006, the Employer agrees to provide one hundred and fifty (\$150.00) dollars per employee to the S.O.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.

C. The lump sum payment shall be transmitted to a designated official of the P.B.A. by check which shall be issued separate and apart from all checks currently transmitted to the P.B.A. for Union Dues Deductions, as provided in Article 2 of this Agreement. The Employer's lump sum payment shall be deposited by the P.B.A. in a separate insured bank checking account maintained in the name of the Fund. The P.B.A. shall submit to the Union 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.

- D. The P.B.A. and S.O.A. agree to indemnify and to hold the Employer 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 Employer to the P.B.A. and/or for the P.B.A.'s operation, administration or payment of premiums to any insurance company or reimbursement to employees for payment of insurance premiums from said Fund. The P.B.A. and S.O.A. shall assume full responsibility for the Fund's operation, administration and disbursement of Fund monies.
- E. 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 Employer in any state or federal forum.
- F. 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 P.B.A. for verification a true copy of the insurance policy or policies purchased together with a paid invoice therefore. The Recording Secretary of the P.B.A. will be authorized to certify the above documentation for all members in accordance with the P.B.A. by-laws and transmit same to the Employer.
- G. The P.B.A. further agrees that it will provide the Employer with the following documentation no less than on a quarterly basis:
 - 1. A copy of all insurance policies and corresponding paid invoices for which reimbursement was made out of Fund proceeds;

2. A statement of all disbursements made from the Fund and the reasons therefore;
 3. A statement of all disbursements made by the Fund and the reasons therefore;
and,
 4. A statement of the reconciled account of the Fund.
- H. The P.B.A. agrees that the Employer 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 P.B.A. The failure of the P.B.A. to comply with a written audit request shall be deemed to be a material breach of Section 2 of this Article.
- I. The P.B.A.'s failure to comply with the foregoing terms shall result in an immediate breach of Section 2 of this Article, and the Employer's obligation to transmit any payment pursuant to Section 2 of this Article shall terminate and all money on deposit in any and all accounts of the Fund shall immediately be returned to the Employer.

ARTICLE 12
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 S.O.A. because of membership or activity in the S.O.A. Neither the S.O.A. nor any of its agents shall intimidate or coerce employees into membership. Neither the Employer nor the S.O.A. shall discriminate against any employee because of race, color, creed, age, sex or national origin.

ARTICLE 13

SENIORITY

Section 1.

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

Section 2.

Seniority shall be the basis upon which employees shall select vacation schedules, shifts, days off, and overtime except in circumstances where the granting of such vacation, shifts or overtime will interfere with the efficient operation of the Sheriff's Office.

Section 3. Ties in Promotional Examinations

If a question arises concerning the relative seniority of two or more employees who were hired on the same date, the following shall apply for purposes of breaking ties. The employee with the earliest date of certification will have greater seniority. If the dates of certification are the same or where there is a tie in test scores, length of continuous employment with the Union County Department of Corrections will be used.

F. Vacations

1. Vacations will be picked based on seniority, with a minimum pick of ten vacation days consisting of a least one block of five vacation days first. Upon completion of five day block(s), single vacation days will then be offered on a seniority basis. A minimum of ten days, e.g., one block and five single days or two blocks, must be picked.

ARTICLE 14
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 in accordance with the County's payroll practices.

Section 2.

Overtime which is authorized and approved by the Employer shall be awarded on a seniority basis as hereinafter set forth.

- A. Projected overtime shall first be offered to employees who appear on the volunteer overtime seniority list. Upon being offered an overtime assignment, the employee's name shall go to the bottom of the list, regardless of whether he/she works the overtime assignment. In order for a supervisor to be eligible for projected overtime, the supervisor must:
1. Not be scheduled for vacation, personal leave, jury duty, sick day or comp day for that day;
 2. Be personally contacted on the date that the overtime is called.
- B. Non-projected overtime will be called and filled by one of the following two methods:
1. If the scheduling supervisor or in his/her absence, the Shift Commander or his/her supervisory designee, believes that there is sufficient time to utilize the overtime list until it is exhausted by going from the first name through the normal rotation and ending with the last name prior to the first name called, then this will be done;
- or,

2. If the scheduling supervisor or in his/her absence, the Shift Commander or his/her supervisory designee, believes that there is insufficient time (less than one hour prior to the start of the shift) to utilize the overtime list until it is exhausted, then he/she will contact the first five supervisors on the list and 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 list. If there is not a supervisor to be forced, then he/she will continue calling until the position is filled or the list is exhausted.
- C. The Employer agrees that overtime consisting of time and one-half of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of forty hours (40) of work per week not to include the twenty (20) minute Line-Up per day totaling 1.67 hours per week. This Line-Up was awarded at the straight time rate and is included in all officers' base pay. There shall be no payment of overtime for the 1.67 hour Line-Up per week worked in excess of the regular forty (40) hour work week. Participation in assigned training programs over and above regular working hours shall be compensated at the overtime rate. Participation in voluntary training programs shall not be considered a part of the work day and shall not be compensated.
 - D. If an employee works less than twenty minutes beyond his/her regular scheduled shift because a replacement is late, he/she shall receive straight time for the same and shall not receive overtime and the employee reporting late shall receive an appropriate deduction from his/her pay. If an employee works beyond twenty minutes after his/her regular shift, he/she will receive time and one-half of his/her straight time hourly rate for all time worked beyond the regular shift irrespective of the cause.
 - E. Effective October 1, 2012, each officer shall be permitted to accrue no more than 40

hours of compensatory time in lieu of overtime. Time used may be replenished up to the 40 hour limit. Compensatory time shall be used in the calendar year accrued or paid out at the end of the year and shall not be rolled over to the next calendar year. Once an employee elects compensatory time or overtime, it may not be converted to overtime or compensatory time as the case may be.

- F. Effective October 18, 2016, Captains may only fill overtime slots in their respective rank. Lieutenants may fill overtime slots in their rank as well as Sergeants rank.

ARTICLE 15
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 as far in advance as possible. The request by the employee shall be directed to the appropriate Division Director or Undersheriff. The leave may only be taken if the Division Director or Undersheriff approves and grants said leave. 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 (3rd) day May be granted between the tenth-(10th) and twelfth (12th) 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 (1) calendar year period and shall not be accumulative from year to year.

Section 4.

Effective January 1, 2022, each employee shall be entitled to 1 administrative leave day with pay. Administrative leave days are to be used in the same manner as personal days.

ARTICLE 16

VACATIONS

Section 1. Vacation Eligibility:

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

to nineteen (19) working days vacation each year.

F. Employees with twenty completed years to twenty-five years of service will be entitled to twenty-two (22) working days vacation each year.

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

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

Section 2.

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 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

Requests to cancel a five (5) day or more block of vacation will only be considered by the Sheriff following submission of a detailed written report as to why the supervisor cannot utilize

the vacation previously selected. Single vacation days may be cancelled only pursuant to the following procedure:

A. The supervisor wishing to cancel a vacation day must submit a request in writing to the scheduling supervisor who will review the request in conjunction with the duty schedule.

B. If the supervisor's post has not been filled with a replacement officer, the request will be granted and the supervisor will be placed back on his/her post in lieu of vacation.

C. If the supervisor's post has been filled, the supervisor's request to cancel vacation will be denied. Any appeal of the denial must be submitted to the Sheriff within 24 hours of the denial.

ARTICLE 17
DEATH IN FAMILY

Section 1.

Full-time employees shall be entitled to ten (10) days with pay commencing with the date of death during the absence from duty caused by the death and attendance at the funeral of the employee's spouse or child or other person who has legal residence with the employee and who has an in lieu of spousal relationship with the employee.

Section 2.

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

ARTICLE 18
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 18.
- 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 entitled 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 (1/2) 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 leave 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.
- F. Unused sick leave may be accumulated 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 periods 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 Employer may designate the examining physician, provided that the Employer then assumes the cost of such examination, or the Employer 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.
 - 1. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
 - 2. In the case of death in the immediate family, reasonable proof shall be required.
 - 3. The Employer may require an employee who has been absent because of personal illness, as a condition of return to duty, to be examined by a physician designated by the Employer at the Employer's expense. Such examination shall establish whether the employee is capable of performing his/her normal duties and that

return to work will not jeopardize the health of other employees.

Section 6.

The County agrees to maintain 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 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 part hereof.

Section 7.

Employees shall be entitled to a Sick Time Incentive Bonus when no sick days are utilized during specified twelve (12) month periods in accordance with the following schedule:

January 1-March 31	1 Day's Pay
April 1-June 30	1 Day's Pay
July 1-September 30	1 Day's Pay
October 1-December 31	1 Day's Pay

If all four (4) quarters or full twelve (12) months (January 1-December 31) is met with no sick days being utilized during this time period, then an extra one (1) day's pay shall be applicable.

Employees who utilize more than four (4) sick days in any quarter shall not be eligible for a sick leave bonus in the succeeding quarter. 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 S.O.A. 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"), FMLA/FLA 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 by the end of January of the year following that in which it was earned, at the employee's rate of pay during the time in which it was earned.

ARTICLE 19

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.

Section 2.

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

Section 3.

The County shall reimburse an employee for the reasonable cost of repair and replacement of prescriptive eyeglasses, watches, or shoes which are broken or damaged during the normal performance of the employee's duties and where the repair or replacement of such items are not otherwise covered by warranty. The County's maximum liability under this provision shall be Seventy-Five (\$75.00) Dollars for glasses/contacts and Fifty (\$50.00) Dollars per item per employee per incident for all listed items. An employee claiming reimbursement under this clause shall present the item which needs repair or replacement to the County for examination and shall submit proof that the item was damaged or destroyed during the normal performance of the employee's duty in form satisfactory to the Union County Sheriff's Department. Upon repair or replacement of the item broken or damaged, the employee shall submit proof of payment and the Union County Sheriff's Department shall reimburse the employee for the reasonable cost thereof as provided herein.

ARTICLE 20

HOLIDAYS

Section 1.

The full value of the fourteen (14) holidays has been included in the base salaries set forth in the attached salary guide. All overtime will be based on this salary. Effective and retroactive to January 1, 2022, a 15th holiday (Juneteenth) shall be added to base pay.

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.

ARTICLE 21

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 22

LABOR-MANAGEMENT MEETINGS

Section 1.

The Sheriff agrees to consult with the representative of the S.O.A. in an effort to harmoniously resolve employee problems.

Section 2.

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

ARTICLE 23

SOA DELEGATE, NEGOTIATIONS COMMITTEE

AND GRIEVANCE COMMITTEE

Section 1. Negotiations Committee

The SOA shall be entitled to have its President, Vice-President and one (1) additional

Local representative as members of its Negotiations 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 SOA negotiating days and reasonable advance request for time off shall be made to the Employer, which request shall not be unreasonably denied.

Section 2. Grievance Committee

S.O.A. shall be entitled to a Grievance Committee consisting of the Local President and one 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.

Section 3. Access to Premises

SOA officials and duly authorized SOA representatives, whose names and identifications have been previously submitted to the County, shall have access to premises for purposes of contract administration. SOA officials shall have the opportunity to consult with employees in the Local before the start of the work shift, during lunch or breaks, 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 4. 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 SOA at least 24 hours prior to their promulgation.

Section 5. Funeral Leave

Subject to the approval of the Sheriff or his/her designee, the President of the SOA or his/her designee and not more than one other supervisor 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, nor his/her designee(s) attending such funeral shall sustain any loss of pay for such attendance.

At the request of the SOA President, the County shall permit 2 SOA members to attend the annual convention and mini convention of the State PBA and the annual State PBA Collective Bargaining Seminar. Release shall be with pay for the duration of the conventions and seminar plus reasonable travel time granted. However, such release time shall not exceed 7 workdays per convention and seminar.

ARTICLE 24
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 25
ON THE JOB INJURY

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 (1) one year 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. Anything herein stated to the contrary notwithstanding, any holidays falling within the one (1) 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 Workmen's Compensation Insurance carrier.
- C.** After the first one (1) 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 26
MISCELLANEOUS

Section 1.

In the event of absence of a superior correctional police officer, the Sheriff has the discretion, but is not required, to fill all such vacant positions with remaining personnel on the staff.

Section 2.

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 Sheriff (or his/her designee) reserves the right to refuse to grant the said date if "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 3.

Effective in 1993, the Employer shall supply each Superior Officer with one (1) off-duty badge which shall be a flat wallet duplicate version of the on-duty badge. This off-duty badge shall remain the property of the County.

Section 4. Mileage

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 business of the Employer.

Section 5. 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, 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 of the employee's straight time hourly rate. As used herein, court time does not include time spent in connection with contract administration, including but not limited to arbitration and PERC hearings.

Section 6. Residency

All Correction Superior Officers hired by the County prior to January 1, 2000, will not be subject to any residency requirement. Correction Superior Officers hired on or after January 1, 2000, shall be required to reside in the County for 3 years from their date of hire by the County.

Section 7. Parking

SOA unit members shall be provided with a parking space in a garage for each unit member.

Section 6. Demotion and Recall

Any officer demoted to a lower rank and subsequently recalled to his higher rank shall be placed in the salary schedule that he was in prior to being when demoted and he shall be placed at the step that he would have been at had he not been demoted.

Section 7. Training Time

Effective September 1, 2018, all unit members shall be required to attend two (2) annual training days for a total of sixteen (16) hours which may be broken into four (4) hour blocks. The value of these training days shall be added into each employee's base salary prior to any percentage increase. This increase is effective and retroactive to January 1, 2018 and shall be computed by multiplying 16 hours by the employee's overtime rate (which includes senior officer salary steps where applicable).

Section 9.

All payments for accrued time due at the time of retirement shall be made at the rate of pay that the officer had on his or her last day of employment.

ARTICLE 27

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, which shall provide for an employee and

family to be covered by the Plan with a maximum co-payment charge or deductible cost to each employee, as follows.

Effective January 1, 2015, the drug prescription plan is as follows.

	Co-Pay
Retail Generic (30 day supply)	\$5.00
Retail Name Brand (No generic available or DAW) (30 day supply)	\$25.00
Retail Name Brand (Generic available, not DAW) (30 day supply)	\$50.00
Mail Order Generic (90 day supply)	\$5.00
Mail Order Name Brand (No generic available or DAW) (90 day supply)	\$30.00
Mail Order Non Brand (Generic available, not DAW) (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.

Drug Plan Utilization Modifications:

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

Effective August 1, 2006, the Drug Prescription Plan shall be modified as follows:

- A. Retail pharmacy purchases shall be limited to thirty (30) day increments
- B. Dispense-As-Written (“DAW”) Procedure: physicians prescribing name brand drugs, when the generic equivalent is available, must justify the DAW to the pharmacy.

C. All current co-pays shall be maintained and mail order shall remain at a ninety (90) day supply.

The participating pharmacies and the exclusions of the said 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 benefit under Schedules C and D.

Section 2.

The County of Union and the P.B.A. have previously negotiated a Dental Plan wherein the premium established for 1981 has been defined as the base period. Any increases in the Dental Plan premiums during the term of this Agreement over the 1989 base, if any, will be reflected in a lump sum deduction in the Wage Schedule established for the year in which such premium increases occur.

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, 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 portion of the policy).

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.

The County agrees to provide a payroll deduction for orthodontic coverage option at the employee's expense.

Section 3.

A. Effective April 1, 2006, the County agrees to implement a program of retirement benefits as set forth in Exhibits B1 and B2 attached to this Agreement. The conditions and requirements for receiving these benefits are set forth in Exhibits B1 and B2.

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 Exhibit B1 attached to this Agreement. Any material changes to Exhibit B1 made pursuant to any future agreements with and/or arbitration and/or court proceedings involving the County and the S.O.A. shall not be effective to change those employees' right and benefits under Exhibit B1, provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates.¹ If not generally available at commercially reasonable rates, then the County is obligated to provide such employees with a retirement benefit plan that is substantially equivalent to or better than the coverage set forth in Exhibit B1.

Provided such health insurance coverage remains generally available in the insurance

¹ 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.

market at commercially reasonable rates, these rights may only be changed as to each eligible employee with the express written consent of that specific employee eligible for benefits under Exhibit B1.

- C. In addition to the foregoing, the S.O.A. 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 Exhibit B1 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 Exhibit B1 shall also be provided with coverage pursuant to the health insurance plan's rules.

Section 4.

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

1. The Horizon PPO and Horizon Traditional Plans will be maintained for employees choosing said plan with their cost being the difference between the PPO or Traditional Plan premium, whichever is applicable, and the Direct Access premium in any given year.
2. Effective June 28, 2011, P.L. 2011. Chapter 78, governs the amount of employee contributions. If any of the applicable premium sharing provisions of Chapter 78, P.L. 2011 are repealed, modified or overturned by a court of competent jurisdiction or by the legislature, the parties agree to meet to negotiate the impact of any such repeal, modification, or court decision. In addition, the premium on which the employee's

Chapter 78 contribution is based shall be frozen at the 2018 levels. An employee's contribution amount shall not change if the premium increases or if an employee's salary increase moved him/her into a new range. An employee's contribution amount may change if the employee changes health plans or changes categories of coverage, i.e., moves from family to single or single to family, etc. Effective and retroactive to January 1, 2022, officers shall be required to pay 1.5% of their pensionable base pay towards the cost of medical premiums for calendar year 2022. Effective January 1, 2023, the employee contributions shall revert to those paid under the July 1, 2021 through December 31, 2021 contract.

If any other organized group of employees of the County, Sheriff's Department, or Prosecutor's Office receive a reduction in premium sharing contributions for its unit members during the term of this Agreement that is less than that which is paid by SOA unit members, the SOA shall have the option to reopen this contract for further negotiations on that issue.

3. Out-of-network benefits shall be \$500.00 Single/\$1,000.00 all others. The out-of-network reimbursement benefit shall be 150% of CMS (Medicare).
4. The emergency room co-pays shall be \$25.00 per visit (to be waived if admitted).
5. The Third Party Administrator (TPA) is eliminated and the County will no longer reimburse employees for any out-of-network charges.
6. Effective July 1, 2015, the County implemented two (2) additional plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. Employees hired on or after June 30, 2016, 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, the employee may select any 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 \$1,000.00 towards the deductible for single coverage and \$2,000.00 towards the deductible for family coverage for both current and new employees who elect the HSA.

7. In accordance with Resolution No: 2016-930 the Voluntary Health Benefit Buyout Option has been eliminated effective January 1, 2017.

Section 5.

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 28
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, firearms, tools or devices necessary to insure their safety and health. The County shall provide duty weapons for all unit members.

Section 2.

- 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.

ARTICLE 29

SOA PRESIDENT AND CONVENTION LEAVE

Effective upon the execution of this Agreement, the S.O.A. President or designee, upon prior approval by the Sheriff or designee, will be given reasonable time off to handle grievances and negotiations during normal working hours.

ARTICLE 30

DURATION

This Agreement shall become effective on January 1, 2022 and shall terminate on December 31, 2026. If either party desires to negotiate a successor contract, they shall notify the other party of their intention so to do on or before October 31, 2026.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers or agents on this 21 day of November, 2023.

UNION COUNTY SHERIFF:

By: Peter Corvelli
Peter Corvelli, Sheriff

WITNESSETH:

APPROVED AS TO FORM:

Kathryn V. Hatfield
Kathryn V. Hatfield, Esq
County Attorney

COUNTY OF UNION:

By: Edward Oatman
Edward Oatman
County Manager

By: James Pelletiere
James Pelletiere
Clerk of the Board

ATTEST:

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


Anna Cavezza, Secretary

By: 
Joseph DeMarco, President

By: 
Sonny Heyder, Treasurer

EXHIBIT A
COUNTY OF UNION
UNUSED SICK LEAVE PAYMENT
REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATIONS:

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

3. ELIGIBILITY:

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

4. DEATH OF AN EMPLOYEE:

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

5. DISABILITY RETIREMENT:

County employees who retire as a result of an accidental or ordinary disability retirement, and who meet all of their applicable regulations will be considered eligible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum payment and subsequently 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 I service with other governmental entities shall also not be counted toward the requirement of 25 years service with the County.

8. COMPUTATION:

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

- B. The County agrees to increase the Sick Time buyout program as follows:
- 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.

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 \$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:

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 the time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have

been adhered to:

1. Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
2. Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
3. Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
4. Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
5. All sick leave was reportable and reported accordingly.
6. The time-keeping procedure required certification of the accuracy of the employees pay time.
7. Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.
8. All records are available for inspection.
9. Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

EXHIBIT B1
HEALTH INSURANCE BENEFITS
FOR RETIREES

(Employees Hired on or Prior to December 31, 2009)

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 ("PERS") and at least 10 years of service with the County, or retire and reach the age of 62 year 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 from another source that is substantially equivalent or better than the coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not 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 employee covered under the 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.²

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 not be eligible for or receive the subsidy provided in Schedule D attached hereto.

4. Health Benefit Buyout Option. Any retiree eligible to receive benefits or then receiving benefits under this Exhibit B1, 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 B1) 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.

² See Footnote 1 on page 57.

EXHIBIT B2
HEALTH INSURANCE BENEFITS
FOR RETIREES
(Employees Hired On or After January 1, 2010)

Effective January 1, 2007, 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 pensions 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 year 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 verify that no other source of health insurance coverage is provided for them.

2. Description. These benefits 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 at 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	\$276.77 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 C
CORRECTIONS SUPERIOR OFFICERS
SALARY SCHEDULES

GUIDE A - SOA UNIT MEMBERS PROMOTED PRIOR TO 10/1/2012

SERGEANTS												
STEP	+2% 01/01/22	holiday @1.5 base	2% +Holiday 01/01/22	+16hr OT 01/01/22	+2% 01/01/23	+16hr OT 01/01/23	+2% 01/01/24	+16hr OT 01/01/24	+2% 01/01/25	+16hr OT 01/01/25	+2% 01/01/26	+16hr OT 01/01/26
1	\$ 122,644	\$ 708	\$ 123,352	\$ 124,775	\$ 125,819	\$ 127,271	\$ 128,335	\$ 129,816	\$ 130,902	\$ 132,412	\$ 133,520	\$ 135,061
10y			\$ 124,927	\$ 126,368	\$ 127,394	\$ 128,864	\$ 129,910	\$ 131,409	\$ 132,477	\$ 134,006	\$ 135,095	\$ 136,654
15y			\$ 125,927	\$ 127,380	\$ 128,394	\$ 129,875	\$ 130,910	\$ 132,421	\$ 133,477	\$ 135,017	\$ 136,095	\$ 137,665
20y			\$ 126,427	\$ 127,886	\$ 128,894	\$ 130,381	\$ 131,410	\$ 132,926	\$ 133,977	\$ 135,523	\$ 136,595	\$ 138,171

LIEUTENANTS												
STEP	+2% 01/01/22	holiday @1.5 base	2% +Holiday 01/01/22	+16hr OT 01/01/22	+2% 01/01/23	+16hr OT 01/01/23	+2% 01/01/24	+16hr OT 01/01/24	+2% 01/01/25	+16hr OT 01/01/25	+2% 01/01/26	+16hr OT 01/01/26
1	\$ 136,021	\$ 785	\$ 136,806	\$ 138,385	\$ 139,542	\$ 141,152	\$ 142,333	\$ 143,975	\$ 145,180	\$ 146,855	\$ 148,084	\$ 149,793
10y			\$ 138,381	\$ 139,978	\$ 141,117	\$ 142,745	\$ 143,908	\$ 145,568	\$ 146,755	\$ 148,448	\$ 149,659	\$ 151,386
15y			\$ 139,381	\$ 140,989	\$ 142,117	\$ 143,757	\$ 144,908	\$ 146,580	\$ 147,755	\$ 149,460	\$ 150,659	\$ 152,397
20y			\$ 139,881	\$ 141,495	\$ 142,617	\$ 144,263	\$ 145,408	\$ 147,086	\$ 148,255	\$ 149,966	\$ 151,159	\$ 152,903

CAPTAINS												
STEP	+2% 01/01/22	holiday @1.5 base	2% +Holiday 01/01/22	+16hr OT 01/01/22	+2% 01/01/23	+16hr OT 01/01/23	+2% 01/01/24	+16hr OT 01/01/24	+2% 01/01/25	+16hr OT 01/01/25	+2% 01/01/26	+16hr OT 01/01/26
1	\$ 149,127	\$ 860	\$ 149,987	\$ 151,718	\$ 152,987	\$ 154,752	\$ 156,047	\$ 157,848	\$ 159,168	\$ 161,005	\$ 162,351	\$ 164,224
10y			\$ 151,562	\$ 153,311	\$ 154,562	\$ 156,345	\$ 157,622	\$ 159,441	\$ 160,743	\$ 162,598	\$ 163,926	\$ 165,817
15y			\$ 152,562	\$ 154,322	\$ 155,562	\$ 157,357	\$ 158,622	\$ 160,452	\$ 161,743	\$ 163,609	\$ 164,926	\$ 166,829
20y			\$ 153,062	\$ 154,828	\$ 156,062	\$ 157,863	\$ 159,122	\$ 160,958	\$ 162,243	\$ 164,115	\$ 165,426	\$ 167,335
On Call				\$ 3,500		\$ 3,500		\$ 3,500		\$ 3,500		\$ 3,500

GUIDE B - SOA UNIT MEMBERS PROMOTED ON OR AFTER 10/1/2012

SERGEANTS												
Step	+2% 01/01/22	holiday @1.5 base	2% +Holiday 01/01/22	+16hr OT 01/01/22	+2% 01/01/23	+16hr OT 01/01/23	+2% 01/01/24	+16hr OT 01/01/24	+2% 01/01/25	+16hr OT 01/01/25	+2% 01/01/26	+16hr OT 01/01/26
1	\$ 109,627	\$ 632	\$ 110,259	\$ 111,531	\$ 112,464	\$ 113,762	\$ 114,713	\$ 116,037	\$ 117,007	\$ 118,357	\$ 119,347	\$ 120,724
10y			\$ 111,834	\$ 113,124	\$ 114,039	\$ 115,355	\$ 116,288	\$ 117,630	\$ 118,582	\$ 119,950	\$ 120,922	\$ 122,317
15y			\$ 112,834	\$ 114,136	\$ 115,039	\$ 116,366	\$ 117,288	\$ 118,641	\$ 119,582	\$ 120,962	\$ 121,922	\$ 123,329
20y			\$ 113,334	\$ 114,642	\$ 115,539	\$ 116,872	\$ 117,788	\$ 119,147	\$ 120,082	\$ 121,468	\$ 122,422	\$ 123,835
2	\$ 112,256	\$ 648	\$ 112,904	\$ 114,207	\$ 115,162	\$ 116,491	\$ 117,465	\$ 118,820	\$ 119,814	\$ 121,196	\$ 122,210	\$ 123,620
10y			\$ 114,479	\$ 115,800	\$ 116,737	\$ 118,084	\$ 119,040	\$ 120,414	\$ 121,389	\$ 122,790	\$ 123,785	\$ 125,213
15y			\$ 115,479	\$ 116,811	\$ 117,737	\$ 119,096	\$ 120,040	\$ 121,425	\$ 122,389	\$ 123,801	\$ 124,785	\$ 126,225
20y			\$ 115,979	\$ 117,317	\$ 118,237	\$ 119,601	\$ 120,540	\$ 121,931	\$ 122,889	\$ 124,307	\$ 125,285	\$ 126,731
3	\$ 114,887	\$ 663	\$ 115,550	\$ 116,883	\$ 117,861	\$ 119,221	\$ 120,218	\$ 121,605	\$ 122,622	\$ 124,037	\$ 125,074	\$ 126,517
10y			\$ 117,125	\$ 118,476	\$ 119,436	\$ 120,814	\$ 121,793	\$ 123,198	\$ 124,197	\$ 125,630	\$ 126,649	\$ 128,110
15y			\$ 118,125	\$ 119,488	\$ 120,436	\$ 121,826	\$ 122,793	\$ 124,210	\$ 125,197	\$ 126,642	\$ 127,649	\$ 129,122
20y			\$ 118,625	\$ 119,994	\$ 120,936	\$ 122,331	\$ 123,293	\$ 124,716	\$ 125,697	\$ 127,147	\$ 128,149	\$ 129,628
4	\$ 117,514	\$ 678	\$ 118,192	\$ 119,556	\$ 120,556	\$ 121,947	\$ 122,967	\$ 124,386	\$ 125,426	\$ 126,873	\$ 127,935	\$ 129,411
10y			\$ 119,767	\$ 121,149	\$ 122,131	\$ 123,540	\$ 124,542	\$ 125,979	\$ 127,001	\$ 128,466	\$ 129,510	\$ 131,004
15y			\$ 120,767	\$ 122,160	\$ 123,131	\$ 124,552	\$ 125,542	\$ 126,991	\$ 128,001	\$ 129,478	\$ 130,510	\$ 132,016
20y			\$ 121,267	\$ 122,666	\$ 123,631	\$ 125,058	\$ 126,042	\$ 127,496	\$ 128,501	\$ 129,984	\$ 131,010	\$ 132,522
5	\$ 120,144	\$ 693	\$ 120,837	\$ 122,231	\$ 123,254	\$ 124,676	\$ 125,719	\$ 127,170	\$ 128,233	\$ 129,713	\$ 130,798	\$ 132,307
10y			\$ 122,412	\$ 123,824	\$ 124,829	\$ 126,269	\$ 127,294	\$ 128,763	\$ 129,808	\$ 131,306	\$ 132,373	\$ 133,900
15y			\$ 123,412	\$ 124,836	\$ 125,829	\$ 127,281	\$ 128,294	\$ 129,774	\$ 130,808	\$ 132,317	\$ 133,373	\$ 134,912
20y			\$ 123,912	\$ 125,342	\$ 126,329	\$ 127,787	\$ 128,794	\$ 130,280	\$ 131,308	\$ 132,823	\$ 133,873	\$ 135,418

LIEUTENANTS												
STEP	+2% 01/01/22	holiday @1.5 base	2% +Holiday 01/01/22	+16hr OT 01/01/22	+2% 01/01/23	+16hr OT 01/01/23	+2% 01/01/24	+16hr OT 01/01/24	+2% 01/01/25	+16hr OT 01/01/25	+2% 01/01/26	+16hr OT 01/01/26
1	\$ 126,030	\$ 727	\$ 126,757	\$ 128,220	\$ 129,292	\$ 130,784	\$ 131,878	\$ 133,400	\$ 134,516	\$ 136,068	\$ 137,206	\$ 138,789
10y			\$ 128,332	\$ 129,813	\$ 130,867	\$ 132,377	\$ 133,453	\$ 134,993	\$ 136,091	\$ 137,661	\$ 138,781	\$ 140,382
15y			\$ 129,332	\$ 130,824	\$ 131,867	\$ 133,389	\$ 134,453	\$ 136,004	\$ 137,091	\$ 138,673	\$ 139,781	\$ 141,394
20y			\$ 129,832	\$ 131,330	\$ 132,367	\$ 133,894	\$ 134,953	\$ 136,510	\$ 137,591	\$ 139,179	\$ 140,281	\$ 141,900
2	\$ 131,919	\$ 761	\$ 132,680	\$ 134,211	\$ 135,334	\$ 136,896	\$ 138,041	\$ 139,634	\$ 140,802	\$ 142,427	\$ 143,618	\$ 145,275
10y			\$ 134,255	\$ 135,804	\$ 136,909	\$ 138,489	\$ 139,616	\$ 141,227	\$ 142,377	\$ 144,020	\$ 145,193	\$ 146,868
15y			\$ 135,255	\$ 136,816	\$ 137,909	\$ 139,500	\$ 140,616	\$ 142,238	\$ 143,377	\$ 145,031	\$ 146,193	\$ 147,880
20y			\$ 135,755	\$ 137,321	\$ 138,409	\$ 140,006	\$ 141,116	\$ 142,744	\$ 143,877	\$ 145,537	\$ 146,693	\$ 148,386

GUIDE B - SOA UNIT MEMBERS PROMOTED ON OR AFTER 10/1/2012

CAPTAINS												
	+2%	holiday	2%+Holiday	+16hr OT	+2%	+16hr OT	+2%	+16hr OT	+2%	+16hr OT	+2%	+16hr OT
STEP	01/01/22	@1.5 base	01/01/22	01/01/22	01/01/23	01/01/23	01/01/24	01/01/24	01/01/25	01/01/25	01/01/26	01/01/26
1	\$ 142,575	\$ 823	\$ 143,398	\$ 145,053	\$ 146,266	\$ 147,954	\$ 149,191	\$ 150,912	\$ 152,175	\$ 153,931	\$ 155,219	\$ 157,010
10y			\$ 144,973	\$ 146,646	\$ 147,841	\$ 149,547	\$ 150,766	\$ 152,506	\$ 153,750	\$ 155,524	\$ 156,794	\$ 158,603
15y			\$ 145,973	\$ 147,657	\$ 148,841	\$ 150,558	\$ 151,766	\$ 153,517	\$ 154,750	\$ 156,536	\$ 157,794	\$ 159,615
20y			\$ 146,473	\$ 148,163	\$ 149,341	\$ 151,064	\$ 152,266	\$ 154,023	\$ 155,250	\$ 157,041	\$ 158,294	\$ 160,120
2	\$ 149,127	\$ 860	\$ 149,987	\$ 151,718	\$ 152,987	\$ 154,752	\$ 156,047	\$ 157,848	\$ 159,168	\$ 161,005	\$ 162,351	\$ 164,224
10y			\$ 151,562	\$ 153,311	\$ 154,562	\$ 156,345	\$ 157,622	\$ 159,441	\$ 160,743	\$ 162,598	\$ 163,926	\$ 165,817
15y			\$ 152,562	\$ 154,322	\$ 155,562	\$ 157,357	\$ 158,622	\$ 160,452	\$ 161,743	\$ 163,609	\$ 164,926	\$ 166,829
20y			\$ 153,062	\$ 154,828	\$ 156,062	\$ 157,863	\$ 159,122	\$ 160,958	\$ 162,243	\$ 164,115	\$ 165,426	\$ 167,335
On Call				\$ 3,500		\$ 3,500		\$ 3,500		\$ 3,500		\$ 3,500

GUIDE C - HIRED AS CORRECTIONS OFFICER ON OR AFTER 1/1/2011

SERGEANTS												
	+2%	holiday	2%+Holiday	+16hr OT	+2%	+16hr OT	+2%	+16hr OT	+2%	+16hr OT	+2%	+16hr OT
Step	01/01/22	@1.5 base	01/01/22	01/01/22	01/01/23	01/01/23	01/01/24	01/01/24	01/01/25	01/01/25	01/01/26	01/01/26
1	\$ 93,197	\$ 538	\$ 93,735	\$ 94,817	\$ 95,610	\$ 96,713	\$ 97,522	\$ 98,647	\$ 99,472	\$ 100,620	\$ 101,461	\$ 102,632
2	\$ 95,060	\$ 548	\$ 95,608	\$ 96,711	\$ 97,520	\$ 98,645	\$ 99,470	\$ 100,618	\$ 101,459	\$ 102,630	\$ 103,488	\$ 104,682
3	\$ 96,961	\$ 559	\$ 97,520	\$ 98,645	\$ 99,470	\$ 100,618	\$ 101,459	\$ 102,630	\$ 103,488	\$ 104,682	\$ 105,558	\$ 106,776
4	\$ 98,901	\$ 571	\$ 99,472	\$ 100,620	\$ 101,461	\$ 102,632	\$ 103,490	\$ 104,684	\$ 105,560	\$ 106,778	\$ 107,671	\$ 108,913
5	\$ 109,935	\$ 634	\$ 110,569	\$ 111,845	\$ 112,780	\$ 114,081	\$ 115,036	\$ 116,363	\$ 117,337	\$ 118,691	\$ 119,684	\$ 121,065

LIEUTENANTS												
	+2%	holiday	2%+Holiday	+16hr OT	+2%	+16hr OT	+2%	+16hr OT	+2%	+16hr OT	+2%	+16hr OT
STEP	01/01/22	@1.5 base	01/01/22	01/01/22	01/01/23	01/01/23	01/01/24	01/01/24	01/01/25	01/01/25	01/01/26	01/01/26
1	\$ 115,690	\$ 667	\$ 116,357	\$ 117,700	\$ 118,684	\$ 120,053	\$ 121,058	\$ 122,455	\$ 123,479	\$ 124,904	\$ 125,949	\$ 127,402
2	\$ 121,448	\$ 701	\$ 122,149	\$ 123,558	\$ 124,592	\$ 126,030	\$ 127,084	\$ 128,550	\$ 129,626	\$ 131,122	\$ 132,219	\$ 133,745

CAPTAINS												
	+2%	holiday	2%+Holiday	+16hr OT	+2%	+16hr OT	+2%	+16hr OT	+2%	+16hr OT	+2%	+16hr OT
STEP	01/01/22	@1.5 base	01/01/22	01/01/22	01/01/23	01/01/23	01/01/24	01/01/24	01/01/25	01/01/25	01/01/26	01/01/26
1	\$ 142,575	\$ 823	\$ 143,398	\$ 145,053	\$ 146,266	\$ 147,954	\$ 149,191	\$ 150,912	\$ 152,175	\$ 153,931	\$ 155,219	\$ 157,010
2	\$ 149,127	\$ 860	\$ 149,987	\$ 151,718	\$ 152,987	\$ 154,752	\$ 156,047	\$ 157,848	\$ 159,168	\$ 161,005	\$ 162,351	\$ 164,224
On Call				\$ 3,500		\$ 3,500		\$ 3,500		\$ 3,500		\$ 3,500

EXHIBIT D
INDIVIDUAL CONTRACT
AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2006, by and between the **County of Union** (herein referred to as the “**County**”) and _____
Insert Name of Employee
(herein the “**Employee**”), with the agreement and approval and consent of the **Union County Corrections Superior Officers Association affiliated with PBA Local No. 199 (hereinafter “SOA”)**;

WHEREAS, the County and SOA 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 SOA bargaining unit covered by the CBA and

WHEREAS, in order to obtain the agreement to enter into the CBA, the SOA 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 SOA 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 SOA 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 SOA 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 SOA 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 SOA 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 SOA.

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.

WHEREFORE THE PARTIES HERETO SET THEIR HANDS THIS ____ DAY OF _____, 2006.

COUNTY OF UNION

By: George W. Devanney

George W. Devanney

County Manager

ATTEST

SUPERIOR OFFICERS ASSOCIATION

By: _____
James Rinaldo,
President

ATTEST

Gerald Hatton,
Vice President

ATTEST

, Employee

ATTEST

EXHIBIT E

Not later than October 1, 2021, the parties agree to negotiate a reciprocal policy.