

**AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF UNION**  
**AND**  
**SUPERIOR OFFICERS ASSOCIATION,**  
**P.B.A. LOCAL NO. 73A**

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**EFFECTIVE: JANUARY 1, 2018 THROUGH DECEMBER 31, 2020**

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**AGREEMENT**

**PREAMBLE**

This Agreement made this \_\_\_ day of \_\_\_\_\_ 2018 by and between The County of Union, hereinafter referred to as "Employer" and PBA Local No. 73A, hereinafter referred to as "SOA", on behalf of its members who are employed by the County of Union.

**WITNESSETH**

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

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

**ARTICLE 1**

**RECOGNITION**

Section 1. The Employer hereby recognizes the Superior Officers Association, P.B.A. Local No. 73A, as the exclusive negotiating representative for a bargaining unit consisting of all Captains, Lieutenants, Detective Sergeants, and Sergeants employed by the County, but excluding Chief of County Police, and Deputy Chief, if any, other uniformed and non-uniformed personnel, craftsmen, professional employees, supervisors within the meaning of the Public Employment Relations Act, and other employees of the County of Union.

**ARTICLE 2**

**MANAGEMENT FUNCTIONS AND RIGHTS**

Section 1. The P.B.A. recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority

possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

Section 2. Whenever the term "Employer", "Department Head", "Director of Police" or "Supervisor" shall be used throughout this Agreement, it shall mean and include the "County Board of Freeholders", the "County Manager of Union County", the "Director of Public Safety" and/or their designees, as specifically may be provided in N.J.S.A. 40:41A-45 et seq. or the Administrative Code of the County of Union. The "Director of Public Safety" may be hereinafter referred to as the "Director of Police", or the "Director of the County Police".

Section 3. Except as modified, altered or amended by the within Agreement, the County of Union, the Board of Freeholders, the County Manager or other designees shall not be limited in the exercise of their statutory management functions. The County Board of Freeholders, the County Manager or other designees hereby retain and reserve unto themselves, without limitation, all powers, rights, 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 of 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.

(b) The right to hire all employees and subject to existing civil service rules and regulations to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.

(c) The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto, except as may be modified by this Agreement. This right shall not be used as a form of discipline directed against any employee.

Section 4. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board of Freeholders, the County Manager or other designees, 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 conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and the laws of the United States.

Section 5. Nothing contained herein shall be construed to deny or restrict the Board of Freeholders, the County Manager or their designees of their rights, responsibilities and authority under Title 40 and 40A, or any other State laws or regulations as they pertain to the County Manager form of government. Further, nothing contained herein shall be considered to deny or restrict P.B.A. Local No. 73A or its members their rights, responsibilities or authority under Title 34:13A-1 et seq. or any other state or federal laws as they apply to collective negotiations and employee rights.

### **ARTICLE 3**

#### **PAYROLL DEDUCTIONS OF UNION DUES**

Section 1. The Employer agrees to deduct dues for P.B.A. Local No. 73A from the salaries of each employee who is a member of the Police Superior Officers Association, under the terms of this Agreement, when same is authorized in writing by each member of the Association. Individual authorization forms shall be filed by the Association with the appropriate business office of the Employer.

## ARTICLE 4

### SALARIES

Section 1. There shall be general wage increases as follows and are established in the salary guide set forth in Exhibit A attached hereto:

1. Effective January 1, 2018, all employees shall receive a 2% increase to base pay.
2. Effective January 1, 2019, all employees shall receive a 2% increase to base pay.
3. Effective January 1, 2020, all employees shall receive a 2% increase to base pay.

#### Section 2. Senior Officer

Effective January 1, 2000, the position of Senior Officer will be compensated as follows:

(a) Employees starting their tenth (10<sup>th</sup>) year of service as a Police Officer for Union County will receive a Senior Officer stipend of \$1,365.00 per annum which will be added to base salary but will not be compounded by any percentage increases applied to the base rate. Effective January 1, 2011 the tenth (10<sup>th</sup>) year Senior Officer stipend shall be increased to \$1,575.00 per annum, which will be added to base salary but will not be compounded by any percentage increases applied to the base rate.

(b) Employees starting their fifteenth (15<sup>th</sup>) year of service as a Police Officer for Union County will receive a Senior Officer stipend of \$2,365.00 per annum which will be added to base salary but will not be compounded by any percentage increases applied to the base rate. Effective January 1, 2011, the fifteenth (15<sup>th</sup>) year Senior Officer stipend shall be increased to \$2,575.00 per annum, which will be added to base salary but will not be compounded by any percentage increases applied to the base rate.

(c) Employees starting their twentieth (20<sup>th</sup>) year of service as a Police Officer for Union County will receive a Senior Officer stipend of \$2,865.00 per annum which will be added

to base salary and will be compounded by any percentage increases applied to the base rate. Effective January 1, 2011, the twentieth (20<sup>th</sup>) year Senior Officer stipend shall be increased to \$3,075.00 per annum, which will be added to base salary and will be compounded by any percentage increases applied to the base rate.

Section 3. Bomb Squad Allowance

Effective January 1, 2006, the annual allowance for officers in the Bomb Squad shall be \$500.00 per year, not to be added to base salary. Payment to be made by December 1 of each year.

Section 4. Effective with the first paycheck in January 2002, paychecks shall be distributed on a bi-weekly basis (e.g., every two (2) weeks) with a rotating bi-weekly pay day schedule being implemented on January 1, 2010, for the purpose of being able to maintain a 26 week pay cycle. The pay day will be changed in each successive year as follows:

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

This cycle will be repeated every five (5) years.

When the pay day occurs on a holiday, paychecks or direct deposits will be issued on the day prior to the holiday.

In the event the County determines to change the pay schedule to a bi-monthly schedule, the SOA agrees that it will accept the change without dispute.

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

Section 5. Work Incentive Bonus

Effective January 1, 2001, a five hundred (\$500.00) dollar bonus not to be added to base, will be paid to any Officer who uses no sick time during the previous year. Payment of the bonus is to be made by January 15th of the current year.

Section 6. Safe Driving Day

Effective January 1, 2001, an officer who completes an entire calendar year without any chargeable on-duty motor vehicle accidents will be credited with one (1) day off which will be added to the officer's vacation time.

Section 7. Deferred Pay

On or before December 31, 2013, the County shall reimburse each officer who deferred pay pursuant to the 2012 deferral agreement, three (3) days' pay at their 2013 rate of pay.

**ARTICLE 5**

**LONGEVITY**

Section 1. During the life of this Agreement, all employees covered by this Agreement shall be entitled to and shall be paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and Amendments and Supplements thereto; provided, however, that any person commencing full-time continuous employment subsequent to January 1, 1973, shall not participate in or be entitled to the benefits of the present County longevity program.

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

Section 2. Anything herein stated to the contrary notwithstanding, it is understood and agreed that the Park Commission policy with respect to longevity, while based upon



Freeholder Resolution 163, in the year 1967 was applied in an inaccurate manner. Therefore, any employees covered thereby who as of January 1, 1978, receive more longevity pay than County policy would allow shall continue to receive said longevity pay without reduction, provided however, no additional longevity pay shall be credited to said employees until such time as the County policy would permit any increase when applied consistent with other County employees. Any employees covered by the terms of this Agreement who received the same or less longevity pay as of January 1, 1978, as applied by County policy, shall receive additional longevity pay when due in accordance with County policy.

Section 3. Where applicable, longevity and shift differential shall be included in the base rate for purposes of computing overtime pay.

## ARTICLE 6

### VACATIONS

Section 1. Vacation Eligibility:

(A) During the first calendar year of employment, employees shall earn eight (8) hours of vacation time for each month of service during the calendar year following the date of employment.

(B) Employees with one (1) to eight (8) years of service shall be entitled to 104 hours of vacation time each year.

(C) Employees with eight (8) completed years to ten (10) years of service will be entitled to 112 hours of vacation time each year.

(D) Employees with ten (10) completed years to fifteen (15) years of service will be entitled to 136 hours of vacation time each year.

(E) Employees with fifteen (15) completed years to twenty (20) years of service will be entitled to 152 hours of vacation time each year.

(F) Employees with twenty (20) completed years to twenty-five (25) years of service will be entitled to 168 hours of vacation time each year.

(G) Employees with twenty-five or more completed years of service will be entitled to the following vacation:

|          |   |           |
|----------|---|-----------|
| 25 years | - | 216 hours |
| 26 years | - | 224 hours |
| 27 years | - | 232 hours |
| 28 years | - | 240 hours |
| 29 years | - | 248 hours |
| 30 years | - | 256 hours |

Section 2. Part-time employees shall receive vacation credit allowance on a prorated basis in accordance with Section 1 above. Employees holding the rank of Captain on December 31, 1992 shall retain the vacation entitlement in effect at that time. Employees promoted to the rank of Captain on or after January 1, 1993 shall be entitled to vacation in accordance with the provisions set forth above in Section 1.

Section 3. Vacation selection is based upon seniority by rank consistent with the operational needs of the Department.

Section 4. An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year.

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

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

Section 7. If a paid holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Section 8. Employees serving on a leave of absence without pay do not accrue vacation benefits.

Section 9. If an employee leaves the County's employ for any reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final pay check.

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

## ARTICLE 7

### HOURS OF WORK

Section 1. The work schedule for the Patrol Division shall consist of four (4) consecutive days of eleven and one-half (11 ½ ) hours of work per day followed by four (4) consecutive days off as scheduled by the Chief of Police or his designee. Employees covered by this Agreement who work in specialized units shall have a work schedule which shall consist of four (4) consecutive days of ten hours and ten minutes (10 hours and 10 minutes) of work per day, followed by three (3) consecutive days off as scheduled by the Chief of Police or his designee. Captains shall maintain a work schedule of four (4) consecutive days on and three (3)

consecutive days off. Captains shall not be subject to the obligation to work the five (5) additional eight-hour days hereinafter set forth in this section of this Article.

Employees shall be entitled to a paid lunch period, as scheduled by the Chief of Police or his designee which lunch period shall not exceed a twenty (20) minute period during the employee's work shift. Employees are subject to call during their lunch period.

The parties agree that vacation, holidays, sick leave, personal leave and any other days off will be calculated pursuant to an accepted formula that converts to hours so that the foregoing work schedule does not result in an increase in the number of days off permitted by this Agreement. The Employer retains the right to reassign employees to cover the needs of the Department, provided that two (2) weeks prior notice is given except in cases of emergency, and the Employer retains the right to make assignments to platoons. The Employer also retains the right to change the hours of shifts provided three (3) weeks prior notice is given except in cases of emergency.

The parties acknowledge that certain situations may occur which require temporary adjustments in the designated work schedule, and the parties agree that the Chief of Police or his designee shall have the right to make such adjustments with notice to the Union but without the necessity of negotiating such temporary changes before implementation. Examples of such temporary situations which are presently foreseen include the assignment of an officer to a Police School which is conducted Monday to Friday, or the temporary-assignment of an officer to another Agency such as the Narcotic Strike Force. In such situations, an officer's schedule may be adjusted as required, including readjustment to a five (5) day on and two (2) day off workweek with an eight (8) or eight and one-half (8 ½ ) hour workday. The foregoing are examples only and are not intended to be all inclusive of the types of temporary situations which

may occur under the work schedule. If an officer's schedule is adjusted for any of the foregoing reasons, he shall be returned to his regular schedule as soon as the reason has ceased.

Effective January 1, 2010, training days shall be reduced from five (5) to two (2) days. Any officer who has completed more than two (2) training days in 2010 shall receive one (1) compensatory day for each day over two (2) days. Training days shall be maintained at two (2) days per year for the duration of the contract. These days shall be training days used exclusively for training and/or firearms qualification.

Effective January 1, 2018, Sergeants and Lieutenants shall be required to perform an additional two (2) training days annually for a total of four (4) training days. Captains shall be required to perform two (2) training days annually. Such training days shall be scheduled at the Chief's discretion and may be conducted in two (2), four (4) or eight (8) hour blocks unless otherwise agreed to by the parties. The value of these training days shall be added into each employee's base salary effective January 1, 2018 prior to any across the board increase and shall be computed by multiplying 16 hours by the employee's overtime rate (which includes senior officer salary steps where applicable).

Effective January 1, 2008, the work schedule for the Patrol Division shall consist of four (4) consecutive days of twelve (12) hours of work per day followed by four (4) consecutive days off as scheduled by the Chief of Police or his designee. Employees covered by this Agreement who work in specialized units shall have a work schedule which shall consist of four (4) consecutive days of ten hours and thirty minutes (10 hrs. 30 minutes) of work followed by three (3) consecutive days off as scheduled by the Chief of Police or his designee.

Section 2. Employees shall be entitled to two (2), three (3) or four (4) consecutive days off as the case may be in accordance with the work schedule, provided however, if the

Chief of Police or his designee determines, any employee may be required to work on such day off.

Section 3. Employees shall be required to work such overtime as may be scheduled by the Chief of Police or his designee. Any employee who is scheduled to work and who actually does work in excess of his or her regularly scheduled work cycle shall receive additional compensation for each hour worked at the rate of one and one-half (1 ½ ) times the employee's straight time hourly rate. All overtime shall be offered to officers who are not regularly scheduled to work when the overtime occurs in rotating seniority order so that overtime is equalized as far as possible on an annual basis. Overtime that requires special skills shall not be offered by overall seniority but rather in rotating seniority order amongst those having such special skills. Special skills overtime shall count towards overall overtime equalization. Officers who are on vacation or compensatory time shall be called for overtime.

Effective January 1, 2016, officers may accumulate up to one hundred twenty five (125) hours of compensatory time per year. Officers may elect to convert up to forty-five (45) hours of compensatory time into cash at the end of each year. The remaining bank of compensatory time shall be carried over from year to year. At no time shall any officer have more than one hundred twenty five (125) hours of banked compensatory time. Compensatory time may be used in increments of one (1) hour or more. The use of compensatory time shall be with the approval of management because of staffing considerations. Such approval shall not be unreasonably denied.

Section 4. For purposes of this Article, "straight time hourly rate" shall be defined as the hourly rate of pay as calculated by dividing the employee's annual salary, exclusive of any longevity or other compensation, by 2,080 hours.

Section 5. An employee shall not be entitled to receive overtime compensation unless such overtime has been scheduled and authorized by the Chief of Police or his designee prior to such overtime being worked.

Section 6. Except as otherwise provided in Section 2, hours worked shall include desk duty, extra patrols, recreational activities, in-service training, Union County Tactical Force, Narcotics' Strike Force, mutual defense, court or administrative appearance and such other work as may be assigned by the Chief of Police or his designee. Where employees are scheduled to appear in court or other administrative proceedings, they shall be required to have the Court Clerk, prosecuting attorney, or other appropriate court or administrative personnel acknowledge the time wherein the employee arrived and left the Court or administrative proceeding. If an officer gives the County forty-eight (48) hours' notice, the County can schedule the Court appearance as a regular part of the officer's workday and not have the officer work the two (2) shifts surrounding the Court appearance.

Section 7.

(a) If an employee shall be recalled for work at any time outside of his regular working hours or any day when he would normally be off duty, he shall receive at least four (4) hours' pay at the applicable rate. An employee shall not be entitled to receive call-in compensation unless authorized by the Chief or such other person as the Chief may designate.

(b) The call-in of employees from off duty for the purpose of measurement of uniforms shall not constitute compensable time or call-in time, however, the Employer agrees that it will make every effort to schedule these activities during regular working shift hours.

Section 8. For the purposes of this Article, the following pay absences shall be considered as time worked for the purpose of computing overtime: holidays, vacations, personal days and sick leave.

Section 9. The Chief of Police, or his designee, shall have the sole and exclusive right to assign employees to patrol, whether in a vehicle, on foot or otherwise, as may be assigned or scheduled by the Chief of Police and/or his designee.

Section 10. Employees within the same classification shall be permitted to switch an entire tour of duty or days off with any other employee within the same classification upon advance notice subject to the written approval of the Chief of Police or his designee.

Section 11. All officers shall be provided time off without loss of pay to take promotional exams if scheduled for duty.

## **ARTICLE 8**

### **SICK LEAVE**

Section 1. Sick leave may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (defined herein as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the employee's household); (4) death in the employee's immediate family for a reasonable period of time. Up to forty (40) hours may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or child and up to twenty-four (24) hours 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.



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

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

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

(a) New employees shall only receive eight (8) hours for the initial month of employment if they begin on the first (1st) through eighth (8th) day of the calendar month, and four (4) hours if they begin on the ninth (9th) through twenty-third (23rd) 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 eight (8) hours for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 120 hours of sick time.

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

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

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

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

Section 4. Any employee who is absent on sick leave for four (4) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer. In addition, the Employer in its discretion may require proof of illness of an employee on sick leave whenever such proof is reasonable.

Section 5. An employee who has been absent on sick leave for a period totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature causing recurring absences of one (1) day or less in which event only one (1) medical certificate shall be required for every six (6) months. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6. The County agrees to continue 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 pursuant to the New Jersey State Police and Fire Pension laws, and must have at least one hundred (100) accumulated sick days to his or her credit upon the effective date of retirement.

(b) Employees who are eligible for this benefit shall be compensated pursuant to the following schedule:

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

(c) The rules and regulations applicable to eligibility for this benefit are as follows:

1. EFFECT ON OTHER RETIREMENT BENEFITS:

The lump sum supplemental compensation provided herein for accumulated sick days shall in no way effect, 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 pursuant to the New Jersey State Police and Fire Pension laws, 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 thirty days after the effective date of retirement.

5. DISABILITY RETIREMENT:

County employees who retire as a result of an accidental or ordinary disability retirement, and who meet all of their applicable regulations will be considered eligible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum

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

6. RETURN TO SERVICE AFTER RETIREMENT:

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

7. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of twenty-five (25) years' service.

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 amount shall be computed pursuant to the following schedule:

100-200 accumulated sick days-50% of the daily rate to a max. of \$10,000  
201-300 accumulated sick days-60% of the daily rate to a max. of \$12,500  
301+ - accumulated sick days-70% of the daily rate to a max. of \$15,000

The employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement shall be based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date

of retirement. Overtime, shift differential, stipends or other supplemental pay shall not be included in computation.

c) In no event shall payment for unused accumulated sick leave exceed \$18,000.00.

d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.

e) The lump sum supplemental compensation payment shall be made within sixty (60) days after the date of retirement, if possible.

f) A retiree must be officially off the County's payroll at the time of payment.

#### 9. GENERAL PROCEDURES:

a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment. Those employees who qualify and retire during calendar year 1987 and thereafter, will receive their supplemental payment sixty (60) days thereafter retirement, if elected by the employee.

#### 10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

a) The eligibility of an employee will be determined by such class title held at any time during 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 (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days per calendar year thereafter.

- 2) Proof of need of sick leave usage was required when sick leave exceeded at least five (5) consecutive days or a total of ten (10) days within one 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 timekeeping 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.

## ARTICLE 9

### NO STRIKES OR LOCKOUTS

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

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

## ARTICLE 10

### GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be any complaint arising under this Agreement between the Employer and any employee represented by the Union with respect to wages, hours of work or other conditions of employment. Should any grievance as defined arise between an employee and the Employer, as to the meaning, application or operation of any provision of this Agreement, the following procedure shall be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or with the Superior Officers Association's designated representative for the purpose of resolving the matter informally.

A grievance must be presented at Step 1 within eight (8) working days from the date of occurrence of the facts which give rise to the grievance or within eight (8) days from the date when the facts should reasonably have been known to the grievant or the Superior Officers Association. If it is not presented within the aforementioned time period, it shall be deemed waived and shall not thereafter be considered a grievance under this Agreement.

Step 2. If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 1, or if no decision has been rendered within three (3) working days after the presentation of that grievance at Step 1, he or she may file a grievance in writing with the Chief of Police or his designated representative. The hearing on the grievance shall be held between the Chief of Police or his designated representative and the aggrieved party and the Superior Officers Association's designated representative, not later than ten (10) working days from the date of the filing of the grievance in writing with the Chief of Police, or his designee. The Chief of Police, or his designated representative, will render a final decision in writing within five (5) working days after the hearing is completed.

Step 3. If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 2, or if no decision has been rendered within five (5) working days after the hearing of that grievance at Step 2, he or she may file a grievance in writing with the Director of Public Safety or his designated representative. The hearing on the grievance shall be held between the Director of Public Safety or his designated representative and the aggrieved party and the Superior Officers Association's designated representative, not later than ten (10) working days from the date of the filing of the grievance in writing with the Director of Public Safety or his designee. The Director of Public Safety, or his designated representative, will render a final decision in writing within five (5) working days after the hearing is completed.



Step 4. If the aggrieved party is not satisfied with the disposition of his grievance at Step 3, or if no decision has been rendered within five (5) working days after the hearing of the grievance at Step 3, he may file the grievance and all supporting papers with the County Manager or his designee for review. The hearing on the grievance shall be held between the County Manager or his designee and the aggrieved party and the Superior Officers Association's designated representative not later than ten (10) working days from the date of the filing of the grievance in writing with the County Manager. The County Manager or his designee will render a final decision in writing within ten (10) working days after the hearing is completed.

The parties may agree to escalate a grievance through the Step progression to the lowest Step level at which relief sought by the grievance may be granted.

Step 5. Arbitration

(a) If a satisfactory resolution is not reached at Step 4 or if no decision has been rendered within ten (10) working days after the hearing of the grievance, the Superior Officers Association may move the matter to arbitration by making a written request to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within ten (10) working days after receipt, of the Step 4 answer and within ten (10) working days from the date the Step 4 answer should have been received. A copy of the request for arbitration shall be sent to the Chief of Police, Director of the Department of Personnel for the County of Union and the County Manager, attaching copies of any statements or exhibits filed therein. The parties shall follow the prevailing rules established by the State Board of Mediation for binding arbitration.

(b) The fees and expenses of arbitration shall be borne equally by the parties; however, if any of the parties cancels an arbitration hearing or withdraws from the arbitration proceedings, that party shall bear the cost of the cancellation or withdrawal.

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

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

(e) The total cost of any stenographic record which may be made and transcripts thereof shall be paid for by the party ordering same.

(f) 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.

(g) No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until he has rendered his written decision.

(h) The arbitrator's decision shall be in writing and will set forth his findings of fact and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

Section 2. The time limits specified in the grievance procedure shall be construed as maximum. However, the time limits may be extended upon written mutual agreement between the parties.

Section 3. Any employee may be represented at all stages of the grievance procedure by himself, or at his option by a representative of the Superior Officers Association. When an employee is not represented by the Union, the Union shall have the right to be present and state its views at all stages of the grievance procedure.

**ARTICLE 11**

**HOLIDAYS**

Section 1. The following Holidays, heretofore have been designated by the County with employees compensated for them by adding eight hours of time for each holiday (112 hours total) to each officer's Time Bank, credited on January 1, of each year. along with vacation and personal time:

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

Section 2. Effective January 1, 2010, one hundred-twelve (112) hours of holiday time at straight time shall be included in the base salary and one hundred-twelve (112) hours of holiday time will be eliminated from each officer's time bank. The one hundred-twelve (112) hours of time added to base salary shall be permanently maintained and Holidays shall be permanently eliminated effective January 1, 2011.

**ARTICLE 12**

**PERSONAL BUSINESS AND RELIGIOUS LEAVE**

Section 1. Employees who are employed less than one (1) year may be granted up to three (3) days off for personal business as hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more

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

- (a) One (1) day after four (4) months of employment.
- (b) One (1) additional day after eight (8) months of employment.
- (c) The third (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 weekend, except under extraordinary circumstances.

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

### **ARTICLE 13**

#### **JURY DUTY**

Section 1. If a bargaining unit employee is summoned for jury duty, he shall promptly notify the Chief of Police and supply the Chief with a copy of the subpoena or other notice. The employee shall cooperate with the Chief of Police in obtaining an exemption from jury service.

**ARTICLE 14**

**DEATH IN FAMILY**

Section 1. Wages up to ten (10) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of the employee's spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of the employee's mother, father, sister, brother, grandparents, mother-in-law, father-in-law, or other relative residing at employee's household.

**ARTICLE 15**

**SAVINGS CLAUSE**

Section 1. 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. The parties shall immediately meet to negotiate concerning the Article or Section declared invalid.

**ARTICLE 16**

**BULLETIN BOARDS AND UNION REPRESENTATIVE**

Section 1. The Chief of Police shall provide space on existing Bulletin Boards for use of the Union in posting notices restricted to the following types:

- (a) Notices of recreational and social affairs;
- (b) Notices of elections, appointments and results of elections;
- (c) Notices of Union meetings; and
- (d) Other notices concerning Union affairs, which are not political or controversial in nature.

Copies of all such notices, before they are posted, shall be submitted to the Chief of Police for approval, which approval shall not be unreasonably withheld.

Section 2. Union Leave Time for Negotiations

Members of the SOA collective bargaining committee shall receive four (4) hours of compensatory time at straight time for each collective bargaining sessions attended if off-duty. This compensatory time shall be separate from an officer's regular comp time bank.

In addition, the SOA shall be permitted convention leave with pay for two (2) delegates pursuant to law.

**ARTICLE 17**

**ON THE JOB INJURY**

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

(a) The employee shall notify the Supervisor and the Personnel Office of the work related injury or illness;

(b) If the County's Workers' Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall receive his full pay for up to one (1) year if there was an injury which has been inflicted on the employee by any person or persons arising out of the employee's employment or for up to the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case, no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workers' Compensation Insurance carrier.

(c) After the one (1) year or ninety (90) calendar days from the date of the injury, or illness, as herein above defined, the employee shall have the option to retain his temporary disability Workers' Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation, he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County Workers' Compensation Insurance carrier.

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

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

## **ARTICLE 18**

### **UNIFORMS**

Section 1. Employees shall launder and maintain such uniform in a neat and presentable appearance. During the term of this Agreement, employees shall be entitled to the following uniform maintenance allowance per year, which shall be pro rated if the employee does not work the full year:

1999 - Six Hundred and Twenty-Five (\$625.00) Dollars

2000 - Six Hundred and Fifty (\$650.00) Dollars

2001 - Six Hundred and Seventy-Five (\$675.00) Dollars

2002 - Seven Hundred (\$700.00) Dollars

2003 - Seven Hundred and Twenty-Five (\$725.00) Dollars

2004 - Seven Hundred and Fifty (\$750.00) Dollars

Effective and retroactive to January 1, 2005, the uniform maintenance allowance will be increased to Seven Hundred and Seventy-Five (\$775.00) Dollars per year. Effective and retroactive to January 1, 2006, said allowance will be increased to Eight Hundred (\$800.00)



Dollars per year. Effective January 1, 2007, said allowance will be increased to Eight Hundred and Twenty-Five (\$825.00) Dollars per year. Effective January 1, 2008, said allowance will be increased to Eight Hundred and Fifty (\$850.00) Dollars per year.

Section 2. In addition to the aforesaid clothing allowance, Sergeant-Detectives shall receive an additional uniform allowance of Two Hundred Twenty-Five (\$225.00) Dollars per year for the purchase and maintenance of appropriate clothing as designated by the Chief of Police or his designated representative. As of January 1, 2009, the foregoing sentence will be eliminated and as of that date be considered null and void.

If an employee works less than a full year, he shall only receive a proportionate share of the annual clothing allowance at a monthly prorated rate for the number of months the employee worked.

Section 3. Payment in cash no later than fifteen (15) days after budget adoption shall be made to each employee for uniform allowance and uniform maintenance. Each employee shall be responsible to maintain the uniform of the day in proper and professional manner and appearance. As of January 1, 2009, the foregoing sentence will be eliminated and as of that date be considered null and void. Upon inspection by a commanding officer, if an employee's clothing is deemed to be in need of replacement, the officer shall be obligated to replace said item.

Section 4. The Union County Police Department 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 maximum liability of the Union County Police Department 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 Union County Police Department 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 Police Department. Upon repair or replacement of the item broken or damaged, the employee shall submit proof of payment and the Union County Police Department shall reimburse the employee for the reasonable cost thereof as provided herein.

## **ARTICLE 19**

### **SHIFT DIFFERENTIAL**

**Section 1.** Effective January 1, 1996 those employees who are assigned to work the third shift shall continue to be paid a weekly shift differential of \$3.94 per day; and those employees assigned to the first shift shall continue to be paid \$3.38 per day.

**Section 2.** The above shift differentials will only be paid if an employee works the entire shift for which the premium is due.

**Section 3.** Effective January 1, 1997 the shift differentials shall be distributed into base rate as reflected in the salary schedules set forth in this contract and shift differentials as such shall then be eliminated.

**ARTICLE 20**

**INSURANCE**

**Section 1.** DRUG PRESCRIPTION PLAN:

During the term of this Agreement, the County shall continue to maintain a Drug Prescription Plan for employees covered hereunder and their immediate family as defined by the Plan.

Effective July 1, 2013 or as soon thereafter as the County can implement, the County shall modify the drug prescription plan as follows.

|  | <b>Co-Pay</b> |
|--|---------------|
| Retail Generic<br>(30 day supply)                                      | \$5.00        |
| Retail Name Brand (No generic available or DAW)<br>(30 day supply)     | \$25.00       |
| Retail Name Brand (Generic available, not DAW)<br>(30 day supply)      | \$50.00       |
| Mail Order Generic<br>(90 day supply)                                  | \$5.00        |
| Mail Order Name Brand (No generic available or DAW)<br>(90 day supply) | \$30.00       |
| Mail Order Non Brand (Generic available, not DAW)<br>(90 day supply)   | \$60.00       |

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

The prescription network known as MEDCO (CNNII Network) shall be maintained.

**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.

Section 2. DENTAL PLAN:

During the term of this Agreement, unit employees and their eligible dependents shall continue to be covered by the Delta Dental Plan of New Jersey, Inc. (Group No. 1296).

The premium for this coverage was initially paid by the Employer by deducting the premium costs from the employee's 1991 base salary and the amount deducted reduced the 1992 base salary to the new level and that all subsequent wage increases shall be calculated off the new 1992 base rate.

The parties agree to establish 1995 as the new base year for cost of the Dental Plan. Any increase in premium above the 1995 base year cost shall be paid for by each employee covered by the Dental Plan. Payment of any such increase will be made by deduction from each employee's pay by dividing the amount of premium increase over the pay periods remaining after the premium increase is determined and deducting a pro rata share out of each of the remaining pay periods until the increased premium is paid and satisfied.

The premium for dental benefits shall be shared as follows: The annual cap on the dental plan shall be increased to \$2000.00 per annum for both single and family coverage. Effective January 1, 2006, the County shall pay \$52.31 per month towards the premium and officers shall pay \$48.26. Effective January 1, 2007, the County agrees to pay for any increase to the dental premium (excluding any increase in the orthodontics premium). Effective January 1, 2008, the County shall be obligated to pay the same amount that it paid in 2007 and each officer shall absorb any increases.

Section 3. MEDICAL

In 2004, the Employees in Horizon PPO (Blue Select) shall contribute \$10.00 per visit towards the cost of doctor's office visits.

Out of Network cost share shall be changed from 80/20 to 70/30 (County/employee respectively) for all employees effective May 1, 2002. The deductible for any single benefit period effective January 1, 2003 shall be reduced to \$100 for each employee and an additional amount of \$200 for eligible dependents.

Effective September 1, 2006, the Horizon HMO and POS plans shall be eliminated.

Effective September 1, 2006, CIGNA OAP2/OAP3 (formerly Direct Access change effective as of July 1, 2009) shall replace the Horizon PPO at the current co-pay levels.

a) \$10.00 co-pay for in network services – doctors' office visits only

b) \$10.00 co-pay for out-of-network services.

c) Effective January 1, 2011, the Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.

d) Effective January 1, 2011, Emergency Room co-pays shall be \$25.00 per visit.

The CIGNA OAP5/OAP6 (formerly Horizon PPO change effective as of July 1, 2009) will be maintained for employees choosing said plan with their cost being the difference between the CIGNA OAP5/OAP6 (formerly PPO) premium and CIGNA OAP2/OAP3 (formerly Direct Access) premium in any given year.

Effective May 1 2002, employees shall contribute towards Health Care premiums as follows:

2002 - \$35 per month

2003 - \$40 per month

2004 - \$40 per month

Contributions are made pre-tax.

Effective September 1, 2006, officers shall contribute towards the cost of their health insurance as follows:

- a) Single coverage No change
- b) Family, PC or HW Additional \$15.00 per month

Employees who are promoted into this unit on or after January 1, 2007, shall maintain the same existing contribution schedule and benefit levels; however, those earning over \$65,000 shall contribute as in the above paragraph, with those contributions being increased by the proportionate annual increase in plan cost.<sup>1</sup>

Effective May 21, 2010, all current employees shall contribute 1.5% of base salary, exclusive of the cost of any enhanced health benefit plan selected at the employee's option.

In the event 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 the legislature, the parties agree to meet to negotiate the impact of any such repeal, modification or court decision.

Effective July 1, 2013 or as soon thereafter as the County can implement, the County shall modify all health plans as follows.

|          | <b>Out of Network Benefit</b>   |
|----------|---------------------------------|
| Previous | \$250 Single/\$500 All Others   |
| New      | \$500 Single/\$1,000 All Others |

|  | <b>Out of Network Reimbursement</b> |
|--|-------------------------------------|
|--|-------------------------------------|

<sup>1</sup> This language is carryover from the current CBA. "Proportionate increase" continues to mean that if the County cost increases by, for example, 10%, the employee's cost will increase by 10%.

|          | <b>Benefit*</b>                      |
|----------|--------------------------------------|
| Previous | 80 <sup>th</sup> Percentile of IIIAA |
| New      | 150% of CMS (Medicare)               |

Section 4.

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

b) Vesting of rights: All employees hired on or prior to December 31, 2009, are vested as to all eligibility criteria and benefits as set forth in Schedule C, attached to this Agreement. Any material changes to Schedule C made pursuant to any future agreements with and/or arbitration and/or court proceedings involving the County and the SOA shall not be effective to change those employees' rights and benefits under Schedule C, provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates.<sup>2</sup> If not generally available at commercially reasonable rates, then the County is obligated to provide such employees with a retirement benefit plan that is substantially equivalent to or better than the coverage set forth in Schedule C. Provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates, these rights may only be changed as to each eligible employee with the express written consent of that specific employee for benefits under Schedule C.

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<sup>2</sup> The terms "generally available in the insurance market" and "commercially reasonable rates" will be construed to mean insurance products that are generally available for purchase by employers with a numerical employee complement similar to the County from regular commercial insurance companies licensed to sell such insurance in the State of New Jersey at rates that are not grossly disproportionate from those rates offered to such similar employees.

c) In addition to the foregoing, the SOA 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 that obligates the County to provide the benefits described in Schedule C to the unit member and eligible dependents, regardless of any changes in the collective bargaining agreement.

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

Section 5. The Employer reserves the right to change or modify existing health benefits, disability benefits, dental benefits or drug prescription benefits or to change insurance carriers provided that the coverage is substantially similar to the coverage then in effect. Employer will give at least thirty (30) days prior notice to the Union of its intention to change any such coverage before implementation.

Section 6. Any employee with either Family or Husband/Wife coverage in any of the available Health Benefit Plans may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the employee the sum of \$5,000.00 annually to be paid in 26 installments over the next year. Also, as of June 1, 2007, the Health Benefit Buyout for Single Coverage from another source in the amount of \$1,800.00 shall be effective. Employees opting out shall retain the right to re-enter the County's Health Benefit Plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. The availability of this option is contingent on an annual renewal that is fully insured (premium based) as opposed to self-insured. If the County decides to self-insure, this option will become null and void.



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

Section 7. Effective September 1, 2006, the VSP Plan shall be implemented for employees only and 100% of the premium for the Plan will be paid by the County.

## **ARTICLE 21**

### **EMPLOYEE RIGHTS**

Section 1. No employee shall be disciplined, reprimanded, deprived of any employee advantage or discharged without just cause. Minor discipline shall be subject to arbitration. Copies of all disciplinary actions involving suspensions filed against a bargaining unit member and the disposition thereof shall be forwarded to the SOA President for review before being placed in the bargaining unit members' personnel file.

Section 2. Each employee shall have the right to review his or her personnel file upon advance request. The employee shall have the right to have a representative present during such review. Only one (1) official file, which contains any and all pertinent documents shall be maintained on each employee.

Section 3. Nothing shall be placed in an employee's personnel file without the employee having first been given a copy of that document to be placed therein.

#### Section 4. Bill of Rights

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any other employee advantage without just cause.

B. Any employee who is being questioned by a Superior Officer on a matter, which could lead to the discipline of said employee, shall have the right to have a PBA representative present during such questioning.

C. In order to insure the right listed above, an employee shall be informed as to the nature and purpose of the questioning prior to the commencement of any questioning. Sufficient information to reasonably apprise the employee of the allegation should be provided. If it is known that the employee is being questioned solely as a witness, the employee should be so informed at the initial contact.

D. Any employee who is or maybe the subject of a criminal investigation or recipient of criminal charges shall be given all rights due to any and other citizen under the same circumstances.

E. The questioning of an employee shall be done at a reasonable hour, preferably when the employee is on duty. An employee who is called into work on his off-duty time or held over his regular work shift at the request or order of a Superior Officer in order to answer any sort of job-related questions, or to be present or participate in any sort of disciplinary proceedings, said employee shall be compensated in accordance with the overtime provisions of this Agreement.

F. If a verbatim record is being made of the questioning either via stenographer, court reporter or electronic recording device, the employee shall be so informed and shall be permitted upon his request to have a copy of said record.

G. Nothing shall be placed in an employee's personnel file without the employee having been notified; having received a copy of said material; and having signed the original document to be so placed. Said signature does not represent the employee's agreement with the content thereof, but is merely indicative that this provision has been complied with prior to such placement. The employee shall have the right to attach to and have become considered as part of the original document, such response or rebuttal as the employee may deem necessary.

II. When an officer is involved in a critical incident, he/she shall be immediately removed from the area or as soon thereafter as possible, and given up to forty-eight (48) hours to complete an operations report or to give a statement unless the officer is physically or mentally unable to do so.

I. Interrogations and investigations shall be conducted consistent with the Attorney General Guidelines on Internal Affairs and shall be performed by sworn law enforcement personnel.

Section 5. Residency

All police officers hired before March 26, 2001, will be grandfathered. Police officers hired after March 26, 2001, will be required to be residents of Union County for at least two (2) years after hire.

**ARTICLE 22**

**MISCELLANEOUS**

Section 1. EMT Stipend

Effective January 1, 2006, all certified EMTs will receive a \$500.00 stipend per year, not to be added to base salary.

Section 2. Sick Incentive

Effective January 1, 2010, employees shall be entitled to a Sick Leave Incentive Bonus equal to one (1) day's pay for each calendar-year quarter (e.g., Jan. 1 – March 31; April 1 – June 30; July 1 – September 30; October 1 – December 31) during which time they do not utilize any sick days. Employees who do not utilize any sick days during an entire calendar year will receive an additional bonus equal to one (1) day's pay for a total bonus of five (5) days' pay. Employees who utilize more than four (4) sick days in any quarter will not be eligible for a sick

leave bonus in the succeeding quarter except where the sick days were utilized due to the employee's serious health condition as defined in the Federal Family and Medical Leave Act ("FMLA") in which case the County would be able to require confirmation of the existence of such serious health condition to the same extent it would under the FMLA.

Section 3. Acting Pay

Effective June 1, 2013, if a Patrol Sergeant works as a shift commander for four (4) shifts in a month, he shall receive acting Lieutenant's pay for each such shift worked, retroactive to the first shift.

Section 4. Insurance Development Fund

Effective January 1, 2007, the Employer will provide the SOA 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 SOA [hereinafter "employee(s)"] and employed by the County as patrolmen for reasonable and necessary costs incurred for the purchase of the following types of insurance coverage:

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

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

The lump sum payment shall be transmitted to a designated official of the SOA by check which shall be issued separate and apart from all checks currently transmitted to the SOA for Union Dues Deductions, as provided in Article 3 of the parties' collective negotiations agreement. The County's lump sum payment shall be deposited by the SOA in a separate insured bank checking account maintained in the name of the Fund. The SOA shall submit to the County Finance Department the name and address of the banking institution where the account is established and maintained, the account number and shall further provide the Finance Department with a monthly copy of the statement of account transactions received from said banking institution.

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

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

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

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

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

The SOA agrees that the County shall have the right to audit the books, records and accounts of the Fund at any time upon written, certified request. The parties shall agree on an acceptable date to commence the requested audit, but in any case, the audit shall take place no later than thirty (30) calendar days from the date of receipt of the audit request by the SOA. The failure of the SOA to comply with a written audit request shall be deemed to be a material breach of this Agreement relative to the Insurance Development Fund.

The SOA's failure to comply with the forgoing terms shall result in an immediate breach of this section of the Agreement and the County's obligation to transmit any payment pursuant to

this section of the Agreement shall terminate and all money on deposit in any and all accounts of the Fund shall immediately be returned to the County.

Section 5.

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 23**

**DURATION**

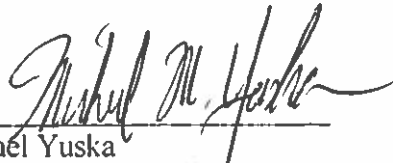
Section 1. This Agreement shall, where appropriate, be in effect from January 1, 2016~~8~~ through December 31, 2017~~20~~. If either party desires to change this Agreement, it shall notify the other party in writing, at least sixty (60) days before the expiration date of this Agreement. If either of the parties gives notice of its desire to change the Agreement, this shall permit the other party to propose changes, amendments and/or deletions irrespective of whether or not the party gave notice of termination.

If notice is not given as herein required, this Agreement will automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its  
respective officers or agents on this 18<sup>th</sup> day of JUNE, 2018.

WITNESSETH:

COUNTY OF UNION

  
\_\_\_\_\_  
Michael Yuska  
Director, Administrative Services

By:   
\_\_\_\_\_  
Edward Oatman  
County Manager

APPROVED AS TO FORM:

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

By:   
\_\_\_\_\_  
James Pelletiere  
Clerk of the Board

P.B.A. LOCAL NO. 73A

By:   
\_\_\_\_\_  
Martin Mogensen, President



**EXHIBIT A**

**SALARIES**

| <b>Sergeant</b> | <b>1/1/2017</b> | <b>1/1/2018</b> | <b>1/1/2019</b> | <b>1/1/2020</b> |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| Base (No SOP)   | \$112,788       | \$116,371       | \$118,699       | \$121,073       |
|                 | \$ 1,575        |                 |                 |                 |
| 10th year SOP   | \$114,363       | \$117,965       | \$120,292       | \$122,666       |
|                 | \$ 2,575        |                 |                 |                 |
| 15th year SOP   | \$115,363       | \$118,976       | \$121,304       | \$123,678       |
|                 | \$ 3,075        |                 |                 |                 |
| 20th year SOP*  | \$115,863       | \$119,482       | \$121,809       | \$124,184       |

| <b>Detective<br/>Sergeant</b> | <b>1/1/2017</b> | <b>1/1/2018</b> | <b>1/1/2019</b> | <b>1/1/2020</b> |
|-------------------------------|-----------------|-----------------|-----------------|-----------------|
| Base (No SOP)                 | \$114,956       | \$118,608       | \$120,980       | \$123,400       |
|                               | \$ 1,575        |                 |                 |                 |
| 10th year SOP                 | \$116,531       | \$120,201       | \$122,573       | \$124,993       |
|                               | \$ 2,575        |                 |                 |                 |
| 15th year SOP                 | \$117,531       | \$121,213       | \$123,585       | \$126,004       |
|                               | \$ 3,075        |                 |                 |                 |
| 20th year SOP*                | \$118,031       | \$121,718       | \$124,090       | \$126,510       |

| <b>Lieutenant</b> | <b>1/1/2017</b> | <b>1/1/2018</b> | <b>1/1/2019</b> | <b>1/1/2020</b> |
|-------------------|-----------------|-----------------|-----------------|-----------------|
| Base (No SOP)     | \$125,975       | \$129,978       | \$132,577       | \$135,229       |
|                   | \$ 1,575        |                 |                 |                 |
| 10th year SOP     | \$127,550       | \$131,571       | \$134,170       | \$136,822       |
|                   | \$ 2,575        |                 |                 |                 |
| 15th year SOP     | \$128,550       | \$132,582       | \$135,182       | \$137,833       |
|                   | \$ 3,075        |                 |                 |                 |
| 20th year SOP*    | \$129,050       | \$133,088       | \$135,688       | \$138,339       |

| <b>Captain</b> | <b>1/1/2017</b> | <b>1/1/2018</b> | <b>1/1/2019</b> | <b>1/1/2020</b> |
|----------------|-----------------|-----------------|-----------------|-----------------|
| Base (No SOP)  | \$140,027       | \$144,476       | \$147,366       | \$150,314       |
|                | \$ 1,575        |                 |                 |                 |
| 10th year SOP  | \$141,602       | \$146,069       | \$148,959       | \$151,907       |
|                | \$ 2,575        |                 |                 |                 |
| 15th year SOP  | \$142,602       | \$147,081       | \$149,971       | \$152,918       |
|                | \$ 3,075        |                 |                 |                 |
| 20th year SOP* | \$143,102       | \$147,586       | \$150,476       | \$153,424       |

\*20th year Sr Officer Pay compounds by any percentage increases applied to the base rate. Employees with more than 20 years will have salaries exceeding those outlined in the salary guide, depending upon the percentages applied after having reached 20 years.

**EXHIBIT B**

**RETIREE HEALTH BENEFITS**

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

**SCHEDULE C**

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

1. **Eligibility.** Employees must have been actively employed with the County of Union (the "County") on or before December 31, 2009; and must retire on either a disability pension or retire having 25 years or more of service credit in the Police and Firemen's Retirement System ("PFRS") and at least 10 years of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service with the County. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.
  
2. **Description.** This benefit shall consist of coverage under the CIGNA OAP2/OAP3 (Direct Access) Health Insurance Plan with the prescription component provided by MEDCO at 0-Co-pay Mail and 30% Co-pay Retail. Subject to the vested material rights of employees covered under this Schedule C, the County reserves the right to change or modify the plan at any time, so long as the modified plan provides substantially equivalent or better coverage to that in effect for members of the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the even of

the retiree predeceasing said spouse and/or dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

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

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

## **RETIREE HEALTH BENEFITS**

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

### **SCHEDULE D**

Effective January 1, 2009, there shall be a health insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions:

1. **Eligibility:** Employees must have been actively employed for the County of Union on or after January 1, 2010 (this is the same plan that was in effect since January 1, 1987 and formerly Exhibit A); and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55 shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of health insurance is provided for them.

2. **Description:** This benefit shall be applied to the Health Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the even of the retiree predeceasing said

spouse and/or dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

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<br>P/C Retiree<br>Family Under 65  | \$540.58 per month      |
| H/W Over 65                                     | \$276.77 per month      |
| H/W Retiree Over 65<br>H/W. Spouse Over 65      | \$267.77 per month      |
| Family Over 65                                  | \$442.88 per month      |
| Family Retiree Over 65<br>Family Spouse Over 65 | \$477.85 per month      |
| P/C Retiree Over 65                             | \$338.69 per month      |

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

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

**EXHIBIT C**  
**INDIVIDUAL CONTRACT**  
**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2006, by and between the **County of Union** (herein referred to as the "**County**") and \_\_\_\_\_ (herein the "**Employee**"), with the agreement and approval and consent of the **PBA LOCAL UNION NO. 73A** (herein the "**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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WHEREFORE THE PARTIES HERETO SET THEIR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

COUNTY OF UNION

By: \_\_\_\_\_  
Alfred Faella  
County Manager

\_\_\_\_\_  
ATTEST

PBA LOCAL UNION NO. 73A

By: \_\_\_\_\_  
Salvatore Bove  
President

\_\_\_\_\_  
ATTEST

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

\_\_\_\_\_  
ATTEST