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A G R E E M E N T

BETWEEN

BOROUGH OF UNION BEACH

Monmouth County, New Jersey

AND

P.B.A. LOCAL 291

POLICEMEN'S BENEVOLENT ASSOCIATION

JANUARY 1, 1995 THROUGH JUNE 30, 1998

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ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The employer hereby recognizes the Union as sole and exclusive representation of all employees in the negotiating unit as defined in Article I, Section 2 herein, for the purposes of collective bargaining and all activities and processes relative thereto

Section 2. The bargaining unit shall consist of all the regular, full-time patrolmen of the Police Department of Union Beach excluding all superior officers, except sergeants. Reference to male police officers shall include female police officers as well, is any.

ARTICLE II
COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designee, and the President of the Union or his designee, shall be the respective negotiating agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. One (1) employee of the employer, who may be designated by the Union to participate in collective bargaining meetings for the purpose of negotiation of a collective bargaining agreement, will be excused from his work assignment without loss of regular straight time pay provided that he shall notify the Chief of Police at least twenty-four (24) hours in advance of any collective bargaining meetings. The Union may designate other members to represent them but in no event shall the number of employees excused from work assignments exceed one (1).

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 1. Grievance Committee

The employer shall permit members of the Grievance Committee (not to exceed three (3)) to conduct the business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the Grievance Procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness. Only one (1) member of the Grievance Committee shall be permitted to conduct the business of the Committee at any one time except that the three (3) members of the Grievance Committee shall be permitted to confer with the Police Chief, or his designee, whenever a grievance reaches that level.

Section 2. Membership of Committee

It is to be stipulated that the Grievance Committee shall consist of two (2) patrolmen selected each year by the PBA and one (1) Councilman selected each year by the Councilman who is the Chairman of the Borough Public Safety Committee. In no event should the grievant be a member of the Grievance Committee nor the respondent to the grievance.

All of the above is subject to the approval of Article XVIII "Grievance Procedure".

ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference, or coercion by the employer, or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Association. The employer shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE V

SICK LEAVE

Section 1. Every employee shall, in addition to his or her annual vacation-leave with pay, be granted sick leave, as hereinafter defined, with pay of fifteen (15) working days in every calendar year. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave of absence with pay if and when needed; provided that the municipality shall not require any of its employees who may be disabled either through injury or illness as a result of, or arising from his respective employment, to utilize the sick leave accumulated under this Section during such period of disability.

An employee may elect to sell unused sick days back to the Borough at any time after the final adoption of the annual budget and prior to the end of each fiscal year as follows:

- (a) No more than sixteen (15)) days in any fiscal year.
- (d) Payable at the daily pay rate for the calendar year the days are sold back to the Borough.

Section 2. An employee who shall be absent on sick

leave for five (5) or more consecutive working days shall submit medical evidence substantiating the illness.

Section 3. An employee absent on sick leave shall report his absence at least three (3) hours prior to the start of his shift except where emergent circumstances would prevent the employee from doing so. In those instances, the employee shall report his absence as promptly as possible.

Section 4. Leaves of Absence

The employer agrees to pay employees at their regular rate of pay during period of job connected disability due to illness, injury or recuperation therefrom for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by a competent physician.

Section 5. The employer retains the right in its discretion to extend this period of this payment for such job connected disability due to illness or injury beyond one (1) year.

Section 6. The Employer may require at any time during the period of such disability as described in Section 4 above, that the employee be examined by a physician selected by the Employer for such purposes.

Section 7. The appointing authority shall grant leave of absence with pay to employees disabled either through injury or illness as a result of, or arising from, their respective employment if such disability was not the result

of gross negligence or an intentional act on the part of the employee, Leaves of absence provided by the Article and special leaves as provided by Article X of this Agreement shall not affect in any manner whatsoever the accumulated sick leave, except as provided in Section 8 of this Article. Any amount of salary or wages paid or payable to employees because of leave granted pursuant to this section shall be reduced by the amount of any workmen's compensation award under Chapter 15 of Title 34 of the Revised Statutes made for temporary disability because of the same injury or illness requiring such leave.

The governing body, by ordinance, may provide for granting leave of absence with pay not exceeding one (1) year, to members and officers of its police department and force who shall be injured, ill or disabled from any cause, provided that the examining physician appointed by said governing body shall certify to such injury, illness or disability; and that such disability was not the result of gross negligence or an intentional act on the part of the employee.

Section 8. Sick Leave Defined

8 (a). Sick leave is hereby defined to mean absence from post of duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such

employee. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty one (1) day or less, only one medical certificate shall be required for every six (6) month period as sufficient proof of need of sick leave of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

8 (b) Notwithstanding the provisions of Section 8 (a) of this Article, absence caused by death in the immediate family shall not be charged against the employee's accumulated sick leave unless the employee is absent from the post of duty a number of days greater than that prescribed for attendance at family funerals in Article X, "Special Leaves."

8 (c) Further notwithstanding the provisions of Section 8 (a) of this Article or any other provision of this Agreement, absence caused by attendance upon a family member of the employee's immediate family seriously ill or requiring the care or attendance of such employee shall not be charged against the employee's accumulated sick leave unless and until the employee shall be absent from the post of duty for three (3) days during the calendar year. Serious illness herein shall be defined as an illness in which an immediate family member is under a doctor's care and said

doctor requires that the person be attended to at the person's place of residence.

Section 9. A current chart shall be posted by the Chief of Police or his designee on the Bulletin Board indicating the number of sick days used by each employee in the current calendar year.

Section 10. Funeral Expenses

The Employer shall pay the first \$1,500.00 of funeral expenses for an officer who dies on duty.

ARTICLE VI

MANAGEMENT

Section 1. The Borough of Union Beach hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

a. To the executive management and administrative control of the Police Department government and its properties and facilities and police related activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.

b. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough and in that regard to establish reasonable work rules.

c. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee for good and just cause according to law.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution

and Laws of the State of New Jersey and of the United States.

ARTICLE VI (A)

RULES AND REGULATIONS

Section 1. The Borough may establish and enforce reasonable and just rules and regulations in connection with its operation of the Department and maintenance of discipline provided such rules are not in conflict with the provisions of the Agreement. Copies of new rules and regulations shall be furnished to the Association and opportunity for the discussion of the new rules and regulations shall be afforded to the Association before implementing same.

Section 2. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provisions that such employee or employees may regard the rules, regulation, order or instruction as a grievance procedure set forth in Article XVII of this Agreement.

Section 3. The Association shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new rule or regulation thirty (30) calendar days after the promulgation

and furnishing of same to the Association as to the reasonableness or propriety of said rule or regulation.

The foregoing shall not preclude the Association from grieving the application or interpretation of any rule or regulation in accordance with Article XVII.

Prior adopted rules and regulations shall remain in force and effect unless and until new rules are adopted pursuant to the foregoing.

ARTICLE VII

HOURS

Section 1. The hours of employment of the uniformed members and officers of the Police Department and force in the Municipality shall not exceed TEN (10) continuous hours in any one (1) day nor more than FORTY (40) HOURS in any one (1) week. No such member or officer shall be required to perform any police duty which would involve more time than herein specified, except in case of emergency.

Section 2. HOURS:

A] The tours of duty shall be established by the employer, through the Chief of Police and same shall be posted for the following calendar year not later than DECEMBER 1, next preceding said calendar year. Said tours shall include ten (10) hour steady shifts, to be established by the Chief of Police pursuant to the powers defined in ARTICLE VI herein.

B] The employer shall have the right, for efficiency of its operations, to make changes in starting and stopping times of the daily work schedule, and to vary from the work schedule and tours of duty previously assigned.

Section 3. The parties further agree that they shall discuss changes in the daily or weekly work schedule which may be necessitated for the efficient operation of the work force proper to implementation of such changes, and that the PBA shall have the right to submit written recommendations with respect to any changes. The aforesaid changes shall

not be made unless the Chief of Police confers with the Designated Representative of the PBA, twenty four (24) hours in advance, unless a change is required as a result of an emergency as defined in Section 4 of this ARTICLE.

Section 4. Certain Emergencies; Compensation

"Emergency" as used herein shall include any unusual condition caused by any circumstances or situation including shortages in the personnel of the Police Department or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the officer, board or official having charge of the Police Department or force in the municipality.

The Chief of Police or his designee is empowered to determine that an emergency exists and has the authority in times of any such emergency to summon and keep on duty any paid members of the Police Department or force for a period or periods of time in excess of the hour or ordinary duty. The Employer shall provide compensation for all such emergency duty by such policemen at a rate of one and one-half (1 1/2) times his prevailing straight time hourly wage rate, which compensation shall be in lieu of any compensation time off otherwise due for the emergency duty so compensated.

ARTICLE VIII

OVERTIME

Section 1. In the municipality, the officer, board official having charge or control of the Police Department or force has authority in times of any emergency to summon and keep on duty any paid members of the Police Department or force for a period or periods of time in excess of the hours of ordinary duty. The governing body must provide compensation for all of such emergency duty by any such policeman at the rate of one and one-half (1 1/2) times his prevailing straight time hourly wage rate, which compensation shall be in lieu of any compensatory time off otherwise due for the emergency duty so compensated.

The governing body of the municipality may, if necessary, make emergency appropriations to provide funds for the payment of such compensation as provided by law.

Section 2. It is recognized that employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour, but in the event an employee is required to report earlier the fifteen (15) minutes after the end of a tour, the employees shall be paid the straight time rate for all the time worked in excess of the normal hours of the work per day.

Section 3. In the event an employee is called in to duty earlier than his normal assignment, the policeman called in shall be paid at a rate of one and one-half (1 1/2) times his prevailing straight time hourly rate for all time worked during such period, but in no such case shall he be paid for less than four (4) hours irrespective of actual time worked. This provision shall not apply in the event of reassignment in accordance with Section 7 of this Article.

Section 4. Members of the Association who are called to alert or placed on standby shall be at home and entitled to not less than two (2) hours pay at a rate of one and one-half (1 1/2) his prevailing straight time hourly rate during the time period or periods of such alert or standby.

Section 5. The Chief of Police may, from time to time, call general police meetings, not to exceed three (3) annually, and the parties agree that no payment shall be made to the employees covered by this Agreement for attendance at said meeting.

Section 6. Overtime shall be offered to employees by seniority on a rotating list. Once overtime is taken or declined said employee rotates to the bottom of the list and must wait until all other employees take or decline overtime before it is offered to him again. If an officer is on vacation or cannot be reached by the employer he shall not rotate to the bottom of the list but the employer shall contact the next employee on the list until said position is filled.

Section 7.

A) If, in any month, the department's payments of overtime to bargaining unit members exceeds \$4,000.00 (exclusive of Court appearances), from that point until the end of that month the Department shall have the right, in order to avoid payment of overtime, mandatorily to reassign a bargaining unit member's shift to fill a vacancy that would reduce coverage to less than two (2) officers for that shift or part thereof.

B) Such mandatory reassignment shall be made to employees in reverse order of seniority on a rotating list. Once an employee works a mandatory reassignment, said employee rotates to the bottom of the list and will not be so reassigned until that employee returns to the top of the list. If an officer is on vacation or regular day off, he shall remain at the top of the list; and the employer shall mandatorily reassign the next person on the list who is scheduled to work.

C) Refusals to work mandatory reassignment may be the basis for disciplinary action.

D) No sooner than seven months after the implementation of this Section either party may demand that the subject matter of this Section be resubmitted to compulsory interest arbitration by John E. Sands (or in the event of John E. Sands inability to serve, to such other arbitrator as PERC shall appoint). In no event shall the Borough change the schedule provided by this Section until

the arbitrator has decided the issue, and the arbitrator shall not direct any change to be effective sooner than one (1) year after the implementation of this Section.

This schedule shall be effective from the date of the execution of this Contract Agreement between the parties. All benefits calculated based upon the work schedule shall accrue as of the date this schedule is implemented.

Section 8. Any employee who is required to work on any scheduled holiday shall be paid for that day at one and one-half (1 1/2) times his prevailing hourly rate in addition to the payments required by ARTICLE XI, Section 1 (A).

ARTICLE IX

VACATIONS

Section 1. Annual vacation leave shall be earned at the rate of:

Effective July 1, 1995 to June 30, 1996:

One (1) year but less than five (5) years-----16 working days

Five (5) years but less than ten (10) years-----19 working days

Ten (10) years but less than fifteen (15) years----24 working days

Fifteen (15) years but less than twenty (20) years-29 working days

Twenty-five (25) years and over-----34 working days

Effective July 1, 1996 to June 30, 1998:

One (1) year but less than five (5) years-----17 working days

Five (5) years but less than ten (10) years-----20 working days

Ten (10) years but less than fifteen (15) years----25 working days

Fifteen (15) years but less than twenty (20) years-30 working days

Twenty-five (25) years and over-----35 working days

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

Section 2. Eligibility for vacation shall be computed as of the first day of the month in which hired.

Section 3. With the exception of the first annual

anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date, that is, they need not be deferred until the actual anniversary date. Vacation shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year but not consecutively with the vacation to which entitled for the second anniversary date.

Section 4. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacation must be left to the Employer, but the following conditions shall be observed in such scheduling:

(a) Selection of vacation shall be based on seniority.

(b) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one (1) time unless mutually agreed to by the parties.

(c) Assignment of vacation periods during June, July, August, and December shall be based exclusively upon seniority among the employees.

(d) No employee shall be assigned more than two (2) weeks vacation during June, July, August and December unless otherwise authorized by the Chief of Police.

(e) Vacation shall be scheduled by seniority no later than November 1, of the calendar year next preceding the year for which it is scheduled. The sign up list shall be posted on the

Bulletin Board no later than January 15, for the following year. Employees shall cooperate in scheduling vacations to facilitate the Employer in preparing the following year's duty schedule. If an employee fails to schedule a vacation by September 15 of the preceding year for the following year, the Employer shall have the discretion to assign vacation to said Employee(s) in order to facilitate the following year's schedule pursuant to Article VII of this Agreement.

Section 5. Working days shall be defined in accordance with the New Jersey Administrative Code, Article IV, Title II under the Civil Service (Department of Personnel) and/or Title 40A dealing with police and fire.

Section 6. The governing body shall authorize upon the death or retirement in good standing of any permanent member of the municipal police department to be paid to him or his estate the full amount of any vacation pay accrued but unpaid at the time of his death or retirement. In that event, said vacation credit shall be calculated in terms of days off, the governing body shall pay for the same at the prevailing wage at the time of death or retirement by dividing the yearly salary by 365 days to determine per diem pay rate.

ARTICLE X

SPECIAL LEAVES

Section 1. Every employee shall be granted leave with pay on the death of a member of his immediate family. Such leave shall be in accordance with the provisions of the contract herein signed. In any event, such leave shall be from the date of death up to and including the date of burial. If the funeral is outside the State of New Jersey, additional travel time shall be provided up to a maximum of five (5) days. Family shall include spouse, children, parents, brothers, sisters and spouse's parents, brothers and sisters and grandparents of employee and/or spouse. This leave shall be with pay based on the aggregate years of service. This leave may also be utilized when employee, or the immediate family, is sick or ill and it is required for the attendance of the employee and a member of the immediate family to attend the member of the family who is seriously ill.

Section 2. The governing body of the municipality shall provide that whenever any member of the Police Department or force shall be required to appear before any grand jury or at any Municipal, Superior or Supreme Court proceedings, as a result of the performance of his duty, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty. When such appearance occurs during the member's assigned duty hours, he shall suffer no loss in

compensation. When such appearances occur outside his assigned duty hours, he shall receive one and one-half (1½) times his compensation rate for the entire period of time going directly to and from any Superior Court, Supreme Court, Grand Jury, and the time remaining in such Court.

Effective July 1, 1995, whenever any member of the Police Department or force shall be required to appear in a Municipal Court outside his assigned duty hours he shall receive no less than \$90.00.

Section 3. Appearance payments and on-call payments shall be limited to criminal cases. In order to be eligible for on-call payments for the Prosecutor's Office Subpoenas, officers shall call in between 3:30 p.m. and 4:00 p.m. on each day of the subpoena to determine whether they must remain available for the following day. Unless the officer is told to remain available, on-call payments will not be made.

Notwithstanding any past practices to the contrary, effective the execution of this Contract, payment for on-call shall be limited to a maximum of two (2) days pay at seven (7) hours of the officer's regular straight time pay plus one (1) extra day off if the officer is actually on-call for more than two (2) days. Payment would be as follows:

If an officer is on-call for one (1) day, he shall be paid seven (7) hours of regular straight time pay; if he is on-call two (2) days he shall be paid seven (7) hours straight time for the first day plus seven (7) hours straight time pay

for the second day; if he is on-call for three or more days he shall receive seven (7) hours straight time pay for the first day plus seven (7) hours straight time pay for the second day and receive one (1) day (10 hours) off at a time which will not generate overtime. There shall be no further compensation for any on-call days beyond three (3) days. This provision applies to each time an officer is placed on-call regardless of whether there are multiple adjournments of a particular case. If an officer receives more than one on-call subpoena for the same date he shall only be compensated one (1) time in accordance with the above enumerated provision.

ARTICLE XI
OTHER LEAVES

Section 1.

A) The following shall be recognized as Holidays under this Agreement, paid at ten (10) hours, in two equal lump sum payments on the first pay day in July and on the pay day prior to December 15th of each year:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
WASHINGTON'S BIRTHDAY
LINCOLN'S BIRTHDAY
GOOD FRIDAY
MEMORIAL DAY
JULY 4TH (INDEPENDENCE DAY)
LABOR DAY
GENERAL ELECTION DAY
VETERAN'S DAY
COLUMBUS DAY
THANKSGIVING DAY
FRIDAY FOLLOWING THANKSGIVING DAY
CHRISTMAS DAY

B) If a holiday occurs during an employee's scheduled vacation period, the employee shall receive regular straight time pay or an extra day off with pay. There shall be no further entitlement if the officer is off duty, regardless of

any other past practices in the Police Department or any other past practices in other Borough Departments, or pursuant to other contractual agreements with the Borough.

Section 2. When any of the above holidays is in conflict with an employee's religious belief, such employee may substitute a religious holiday of his religious belief, provided ten (10) days notice is given to the Chief of Police.

Section 3. Should other employees of the Borough receive any additional holidays or half holidays, then the members of the Police Association shall be granted the same.

Section 4. Each employee shall be permitted to take four (4) personal days each year for the term of this Contract (1992, 1993 and 1994) for which he shall be paid at the rate of ten (10) hours regular straight time pay. Each employee shall provide the Chief of Police or his designee, twenty-four (24) hours in advance of taking a personal day, written notice of same.

ARTICLE XII

CONTRACT FOR GROUP INSURANCE

The Borough will continue to provide the same group life insurance, group medical, hospitalization and major medical plans which it presently provides to the employees for the duration of this contract period.

The Borough shall provide the in force and effect dental plan of the Union Beach Board of Education to the employees and their dependents in accordance with the provisions in force and effect.

Effective July 1, 1995 the Borough shall provide to the employees and their dependents a prescription plan with the State of New Jersey Prescription Drug Plan.

ARTICLE XIII

CLOTHING ALLOWANCE

SECTION 1. THE EMPLOYER SHALL PROVIDE AT THE BOROUGH'S EXPENSE FOR EACH EMPLOYEE, A VOUCHER IN THE SUM OF \$ 450.00 REPRESENTING CLOTHING AND EQUIPMENT ALLOWANCE DUE FOR THE PERIOD JANUARY 1, 1995 TO JUNE 30, 1995.

THE EMPLOYER SHALL PROVIDE AT THE BOROUGH'S EXPENSE FOR EACH EMPLOYEE, A VOUCHER IN THE SUM OF \$900.00, REPRESENTING CLOTHING AND EQUIPMENT ALLOWANCE DUE FOR THE FISCAL YEAR JULY 1, 1995 TO JUNE 30, 1996, TO BE PAID TO AND UTILIZED BY EACH EMPLOYEE FOR THE PURPOSE OF PURCHASING POLICE CLOTHING AND EQUIPMENT INCIDENTAL TO THE REQUIREMENTS FOR THE PERFORMANCE OF THE DUTIES OF A POLICE OFFICER. THE NEW JERSEY PUBLIC CONTRACTS LAW SHALL BE COMPLIED WITH WHERE REQUIRED.

THE EMPLOYER SHALL PROVIDE A VOUCHER IN THE SUM OF \$925.00 FOR THE CLOTHING AND EQUIPMENT ALLOWANCE DUE FOR THE FISCAL YEAR JULY 1, 1996 TO JUNE 30, 1997, TO BE PAID TO AND UTILIZED BY EACH EMPLOYEE FOR THE PURPOSE OF PURCHASING POLICE CLOTHING AND EQUIPMENT.

THE EMPLOYER SHALL PROVIDE A VOUCHER IN THE SUM OF \$950.00 FOR CLOTHING AND EQUIPMENT ALLOWANCE DUE FOR THE FISCAL YEAR JULY 1, 1997 TO JUNE 30, 1998, TO BE PAID TO AND UTILIZED BY EACH EMPLOYEE FOR THE PURPOSE OF PURCHASING POLICE CLOTHING AND EQUIPMENT. SAID ANNUAL SUMS PROVIDED IN THE PRECEDING PARAGRAPHS SHALL BE PAID NOT LATER THAN THE FIRST REGULAR MEETING SUCCEEDING THE FINAL ADOPTION OF THE CORRESPONDING FISCAL BUDGETS IN THE RESPECTIVE YEAR OF THE ENTITLEMENT, BUT IN NO EVENT LATER THAN DECEMBER 15TH COVERING THAT FISCAL YEAR, AND SAME SHALL BE PAID BY SEPARATE CHECK FROM THE REGULAR PAYCHECK

CLEANING ALLOWANCE

SECTION 2. THE CLEANING ALLOWANCE FOR THE PERIOD JANUARY 1, 1995 THROUGH JUNE 30, 1995, SHALL BE \$231.25. THE CLEANING ALLOWANCE SHALL BE INCREASED BY \$25.00 TO \$475.00 EFFECTIVE JULY 1, 1995 TO JUNE 30, 1996, AND SHALL BE FURTHER INCREASED BY \$25.00 TO \$500.00, EFFECTIVE JULY 1, 1996 TO JUNE 30, 1997, AND SHALL BE FURTHER INCREASED BY \$25.00 TO \$525.00, EFFECTIVE JULY 1, 1997 TO JUNE 30, 1998, WHICH SHALL BE PAID ON OR BEFORE DECEMBER 15TH OF EACH RESPECTIVE YEAR. THE AFORESAID ALLOWANCE SHALL BE PAID BY CHECK SEPARATE FROM THE REGULAR PAYCHECK.

SECTION 3. REIMBURSEMENT OF INITIAL CLOTHING ALLOWANCE IN THE AMOUNT OF \$350.00 SHALL BE PAID UPON RESOLUTION CERTIFYING SUCH OFFICER A PERMANENT MEMBER OF THE UNION BEACH POLICE DEPARTMENT, FOR CLOTHING PROVIDED BY ANY AUTHORIZED UNIFORM DEALER AND POLICE EQUIPMENT DEALER OF THE STATE OF NEW JERSEY.

SECTION 4. IN THE EVENT THAT ALL OR ANY PART OF THE PRESENT UNIFORM IS CHANGED, THEN SUCH CHANGES SHALL BE BORNE BY THE EMPLOYER AND NOT TO BE CONSIDERED PART OF THE YEARLY \$ 450.00; \$900.00; \$925.00; \$950.00 CLOTHING ALLOWANCE.

SECTION 5. ANY RETROACTIVE CHECKS FOR THE PROVISIONS OF THE WITHIN ARTICLE SHALL BE MADE SEPARATE FROM THE REGULAR PAYCHECK.

ARTICLE XIV

PENSIONS

THE PRESENT POLICE AND FIREMEN'S RETIREMENT SYSTEM PENSION SHALL REMAIN IN FULL FORCE AND EFFECT, AND THE PARTIES AGREE TO COMPLY WITH THEIR RESPECTIVE DUTIES IN ACCORDANCE WITH THE APPROPRIATE LAWS GOVERNING SAME.

ARTICLE XV

VACANCIES

Section 1. The employer shall, by Ordinance, (which ordinance may be amended from time to time by ordinance) set forth the authorized allowance of personnel in the following classifications: Captains, Sergeants, Detectives (Investigative), Patrolman as assigned to the respective divisions within the Police Department. Nothing herein shall mean the municipality is compelled to fill the classifications above listed not presently filled.

Section 2. Such authorized allowance of personnel enumerated in Section 1 of this Article shall be known as the Table of Organization. The minimum manpower per each rank is as follows:

Chief	1
Captain	1
Sergeants	3
Detective	1
Patrolmen	8

Section 3. In the event of any vacancy in the Table of Organization enumerated in Section 1 and Section 2 of this Article, due to retirement, death, discharge, promotion or voluntary severance from the Department is filled, then such vacancy shall be filled within sixty (60) days of the effective date thereof from the existing waiting list.

Section 4. If the existing waiting list is exhausted at the time of the vacancy, and the Employer, through the Chief of Police determines by resolution to fill said vacancy then the

Employer shall request or call for an appropriate test within thirty (30) days of the effective date of the vacancy and such vacancy shall be filled within thirty (30) days of the promulgation of the list resulting from the said test.

Section 5. Existing waiting list of promotions shall be valid for a period of one (1) year. The Employer reserves the right to amend such Table of Organization as it shall deem necessary for the best interests of the Union Beach Police Department.

Section 6. Notwithstanding any of the provisions of this Article, should this Article or any of its provisions be inconsistent with the Rules and Regulations promulgated by Civil Service (Department of Personnel) pursuant to Title II of the Revised Statutes of New Jersey then said Civil Service (Department of Personnel) provisions shall be followed.

ARTICLE XVI

DISCHARGE AND SUSPENSION

Section 1. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth in ARTICLE XVIII entitled "Grievance Procedure".

Section 2. Upon any suspension, demotion, discharge or any other appropriate disciplinary action against any employee of this Borough a copy of such charges shall be forwarded to the President of the Association within five (5) working days after any such action against said employee is taken by the Employer.

Section 3. This Article does not apply to probationary employees.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be followed. A Grievance is hereby defined as any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, and may be raised by an individual, the Association on behalf of an individual, or group of individuals, or the employer.

Step One: The President of the Association or his duly authorized and designated representative, shall present and discuss the grievance or grievances orally with the immediate supervisor within thirty (30) days of the occurrence giving rise to the grievance, otherwise said grievance shall be deemed settled. The immediate supervisor shall answer the grievance within five (5) working days from the day of the presentation.

Step Two: If the grievance is not resolved at Step One or if no answer has been received by the Association within the time set forth in Step One, the Association shall present the grievance in writing within five (5) working days, furnishing one (1) copy to the Police Chief and the other to the Mayor and Council. This presentation shall set forth the position of the Association and at the request of either party, discussion may ensue. The Police Chief shall answer the grievance in writing within five (5) working days after receipt of said grievance.

Step Three: If the grievance is not resolved at Step Two or if no answer has been received by the Association within the time set forth in Step Two, the grievance may be presented in writing to the Mayor and Council within five (5) working days. The final decision of the Mayor and Council shall be given to the Association in writing within fourteen (14) days after receipt of the grievance by the Mayor and Council.

Section 2. If the grievance has not been settled by the parties at Step Three of the Grievance Procedure or if no answer in writing by the Mayor and Council has been received by the Association within the time provided in Step Three, the aggrieved party shall have the right to make a firm choice of submitting such grievance to arbitration or to avail himself of all legal remedies at his disposal as provided by Title 40A of the revised New Jersey Statutes. This will require aggrieved employee to make the election in writing, as he is not entitled to pursue both remedies. This written election remedy shall be transmitted by the President of the Association or his duly authorized representative, to the Chief of Police.

Section 3. Grievance initiated by the Employer shall be filed directly with the Association within seven (7) days after the event giving rise to the grievance has occurred. A meeting shall be held within five (5) working days after filing a grievance between representatives of the employer and the Union in an earnest effort to adjust the differences between the

parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, either party may within ten (10) calendar days thereafter, file for arbitration in accordance with ARTICLE XVIII.

ARTICLE XVIII

ARBITRATION

Section 1. If a grievance is not settled under ARTICLE XVIII, such grievance shall, at the request of either the Association or the employer, be referred to the State Board of Mediation for the selection of an arbitrator according to its rules.

Section 2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Mayor and Council unless sooner by waiver. If the aggrieved elects to pursue legal remedies provided by Title 40A, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

Section 3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

Section 4. The cost of the services of the arbitrator shall be borne equally between the PBA and the employer.

Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XIX

BASE SALARY

Section 1. Salaries to be divided into three categories for the purpose of this contract only:

Category A: Chief
Captain
Sgt. 1st grade

Category B: Sgt. 2nd grade
Detective
Patrolman 3rd step
Patrolman 2nd step

Category C: Patrolman 1st step
Probationary Patrolman

SALARIES

(Fiscal Year) <u>1994</u>	<u>1995 Retroactive</u> <u>1/1/95 to 6/30/95</u>	<u>New Base Used to</u> <u>Calculate Future</u> <u>Increases</u>
---------------------------	---	--

SGT 1st grade	--\$53,291.93---	\$1,199.07---	\$54,491.00
SGT 2nd grade	--\$48,054.57---	\$1,081.23---	\$49,135.80
DETECTIVE	-----\$48,054.57---	\$1,081.23---	\$49,135.80
PTL. 3rd step	--\$46,213.77---	\$1,039.81---	\$47,253.58
PTL. 2nd step	--\$44,309.56---	\$ 996.97---	\$45,306.53
PTL. 1st step	--\$38,118.63---	\$ 857.67---	\$38,976.30
PROBATION	-----\$31,496.27---	\$ 708.67---	\$32,204.93

SALARIES

	<u>1996</u> <u>7/1/95/ to 6-30-96</u>	<u>1997</u> <u>7/1/96 to 6/30/97</u>
SGT 1st grade	----- \$56,943.09	----- \$59,505.53
SGT 2nd grade	----- \$51,346.91	----- \$53,657.52
DETECTIVE	----- \$51,346.91	----- \$53,657.52
PTL. 3rd step	----- \$49,379.99	----- \$51,602.09
PTL. 2nd step	----- \$47,345.32	----- \$49,475.86
PLT. 1st step	----- \$40,730.23	----- \$42,563.09
PROBATION	----- \$33,654.16	----- \$35,168.60

Fiscal 1998
7/1/97 to 6/30/98

SGT 1st grade-----\$62,183.28
SGT 2nd grade-----\$56,072.11
DETECTIVE-----\$56,072.11
PTL. 3rd step-----\$53,924.18
PTL. 2nd step-----\$51,702.28
PLT. 1st step-----\$44,478.43
PROBATION-----\$36,751.18

Section 2. The above listed grades shall be determined as follows:

Patrolman (Probationary) from the time of hiring until the probation period prescribed under Civil Service Rules and Regulations is completed.

Patrolman (Step One) from the time of completion of the probationary period for a period of one year.

Patrolman (Step Two) from the first anniversary date of the completion of the Probationary period for a period of one year.

Patrolman (Step Three) from the second anniversary date of the completion of the probationary period until such time, and in the event, he is promoted by the appointing authority to the rank of Sergeant (Second Grade).

Sergeant (Second Grade) from the time he is promoted to said grade by the appointing authority for a period of three (3) years.

Sergeant (First Grade) from the completion of three (3) years in the rank of Sergeant (Second Grade) until such time,

and in the event he is promoted by the appointing authority to a higher office.

Section 3. (Longevity) Longevity pay shall be paid to each Officer who has completed FIVE (5) YEARS of service as a full time Police Officer in the Borough of Union Beach, as prescribed by his Civil Service hiring date as follows:

A] 3.0% of base salary of the employee for the rank and grade he is serving at the time of completion of five (5) years.

B] 4.0% of base salary of the employee for the rank and grade he is serving at the time of completion of ten (10) years.

C] 5.0% of base salary of the employee for the rank and grade he is serving at the time of completion of fifteen (15) years.

D] 6.0% of base salary of the employee for the rank and grade he is serving at the time of completion of twenty (20) years.

It is understood by the parties that the employee shall receive the same percentage of Longevity pay on each successive anniversary date thereafter, until his years of service entitled him to the next higher percentage. The percentage for each succeeding year shall be applied against the then existing base salary for the rank and grade in which the employee is serving at that time. In no way is this pay to be interpreted as being cumulative but rather shall be applied only to the particular year of the entitlement.

SECTION 4. THE BOROUGH SHALL INTRODUCE A SALARY ORDINANCE FOR 1995 THAT PROVIDES THE ONE-HALF (1/2) YEAR OF THIS CONTRACT COVERED BY JANUARY 1, 1995 TO JUNE 30, 1995, AND THE FULL YEAR COINCIDING WITH FISCAL YEAR 1996, COVERING CALENDAR DATES OF JULY 1, 1995 TO JUNE 30, 1996, AT THE REGULAR MEETING OF THE GOVERNING BODY SCHEDULED FOR MAY 18, 1995, AND PUBLIC HEARING AND FINAL ADOPTION AT THE NEXT REGULAR MEETING OF THE GOVERNING BODY, THEREAFTER SO THAT PAYMENT OF ALL SUMS DUE UNDER THE TERMS OF THIS CONTRACT CAN BE PROMPTLY MADE.

SECTION 5. THE BOROUGH WILL PAY \$10.00 MEAL ALLOWANCE TO ANY EMPLOYEE WORKING MORE THAN TWELVE (12) CONSECUTIVE HOURS.

SECTION 6. THE BOROUGH WILL PAY A MIDNIGHT SHIFT DIFFERENTIAL OF \$100.00 PER YEAR.

SECTION 7. ANY RETROACTIVE CHECKS FOR THE PROVISIONS OF THE WITHIN ARTICLE SHALL BE MADE SEPARATE FROM THE REGULAR PAYCHECK.

ARTICLE XX

OUTSIDE EMPLOYMENT

NO EMPLOYEE PLANNING TO OR ENGAGING IN OUTSIDE EMPLOYMENT DURING THE OFF DUTY HOURS SHALL BE PERMITTED TO WEAR THE REGULATION UNION BEACH POLICE UNIFORM WITHOUT THE EXPRESSED PERMISSION OF THE CHIEF OF POLICE, OR HIS DESIGNEE. EVERY EMPLOYEE PLANNING TO ENGAGE IN OUTSIDE EMPLOYMENT DURING THE OFF DUTY HOURS WEARING THE REGULATION UNION BEACH POLICE UNIFORM SHALL SUBMIT IN WRITING TO THE NAME OR NAMES OF HIS PROSPECTIVE OUTSIDE EMPLOYER TO HIS COMMANDING OFFICER.

ARTICLE XXI

TERMINAL LEAVE

Section 1. A member of the Department who retires or is disabled and pensioned shall be entitled to terminal leave from such accrued leave as set forth and provided in ARTICLE V, Section 1 of this Agreement, based on the following percentages:

Under five (5) years of service - No Terminal Leave

Five (5) to ten (10) years of service - 50% Terminal Leave

Over ten (10) years of service - 100% Terminal Leave

Section 2. The per diem for accumulated sick leave shall be a days pay for the position held by the employee. In no event shall an employee be entitled to an amount of terminal leave exceeding the equivalent of one year's salary.

ARTICLE XXII

MAINTENANCE OF OPERATIONS

Section 1. It is recognized that the need for continued and uninterrupted operation of the Borough Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

Section 2. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willfull absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough of Union Beach.

Section 3. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activity to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

Section 4. In the event of a strike, slowdown, walkout or job action it is covenanted and agreed that participation in any such activity by a member of the Association shall entitle the Borough to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

Section 5. Nothing contained in this Agreement shall be construed to limit or restrict the Association in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction of damages or both, in the event of such breach by the Association or its member.

ARTICLE XXIII

EDUCATIONAL INCENTIVE

Section 1. It is understood and agreed by and between the parties, however, that each employee must have a minimum of two (2) years service with the Union Beach Police Department before he shall be entitled to receive any payment under this educational incentive plan.

Section 2. College Credits: The educational incentive will be \$15.00 per credit.

It is further agreed between the parties that those employees who received payment for college credits under this plan shall receive said payments annually, but these payments shall not be used in the computation of longevity or over-time payments, or for computation of pension.

ARTICLE XXIV

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Nothing contained in this Agreement shall be construed that either party dismisses or waives any right to seek relief or pursue any claims, petitions, complaints or actions at law or equity before any board, commission, court or other bodies empowered with jurisdiction to determine same whether said claims, petitions, complaints or other actions which have been heretofore filed, or shall be filed in the future as to any disputes arising under this Contract or the Contract between these parties preceding (i.e. 1989-1991) this Contract Agreement, nor shall any of the terms and conditions of this Contract be construed as an admission or concession as to said claims.

ARTICLE XXV

DURATION

Section 1. The term of this Agreement shall be from January 1, 1995 through **JUNE 30, 1998.**

Section 2. In the absence of written notice given no more than one hundred eighty (180) days, nor less than one hundred fifty (150) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

Section 3. If, following receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

ARTICLE XXVI

COMPLETENESS OF AGREEMENT

In accordance with law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals this 18th day of MAY, 1995.

ATTEST:

Mary Sabik
MARY SABIK, Borough Clerk

BOROUGH OF UNION BEACH
Carmen Stoppiello
CARMEN STOPPIELLO, Mayor

Thomas K. Davis
Thomas K. Davis

POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 291

Cpl. Timothy Kelly
President P.B.A. 291
Corporal Timothy Kelly
President, P.B.A. Local 291

Borough of Union Beach

ADDENDUM TO
PBA CONTRACT
DATED MAY 18, 1995



MUNICIPAL BUILDING, 650 POOLE AVE.
UNION BEACH, N. J. 07735

MAY 18, 1995

TO: HONORABLE MAYOR AND COUNCILMEN
FR: ANDREW ZABIEGA, FINANCE OFFICE
RE: POLICE SALARY CONTRACT

IN REVIEWING THE CONTRACT WITH THE BOROUGH OF UNION BEACH AND THE PBA LOCAL 291, IT IS BROUGHT TO MY ATTENTION THAT CERTAIN ITEMS ARE INCLUDED THAT ARE NOT PROVIDED FOR IN OUR SFY 95 BUDGET. WHEN THE BUDGET WAS INTRODUCED IN JULY AND ADOPTED IN DECEMBER 1994, THE BOROUGH DID NOT PROVIDE FUNDS FOR THE NEW CONTRACT'S SIX-MONTH PERIOD OF JANUARY 1, 1995 TO JUNE 30, 1995 FOR CERTAIN FRINGE BENEFITS.

THE BUDGET WAS ALWAYS PREPARED KNOWING THAT THESE FRINGE BENEFITS WILL BE PAID IN DECEMBER FOR THAT CALENDAR YEAR. WHEN THE SFY 95 BUDGET WAS PREPARED, THESE CALCULATIONS WERE FULLY PROVIDED FOR AND PAID FOR THAT PERIOD.

WITH THE NEW SIX MONTH CONTRACT, ONE HALF OF THESE FRINGE BENEFITS, CLOTHING ALLOWANCE, CLEANING ALLOWANCE, LONGEVITY, MIDNIGHT DIFFERENTIAL, COLLEGE CREDITS AND HOLIDAYS ARE NOW PAYABLE IN WHICH THE BOROUGH DID NOT BUDGET SUFFICIENT FUNDS BECAUSE THIS INTENT WAS NOT KNOWN AT THE TIME OF PREPARING THE BUDGET.

IN CONVERSATIONS WITH TIMMY KELLY, I ASKED FOR HIS COOPERATION IN DEALING WITH THIS MATTER AS TO DELAYING RECEIVING THESE BENEFITS UNTIL THE FIRST PAYROLL IN JULY 1995, WHICH WOULD BE JULY 13, 1995. THE BOROUGH WOULD THEN PROVIDE SUFFICIENT FUNDS IN THE SFY 1996 TEMPORARY BUDGET TO FUND THESE RETRO AMENITIES.

I ALSO ASKED TIMMY IS THERE WAS A PROBLEM WITH RECEIVING THE RETRO FOR THE SALARY & WAGES FOR THE SIX MONTH PERIOD JANUARY 1, 1995 TO JUNE 30, 1995 AT THE SAME TIME. I EXPLAINED THAT SINCE THE FINAL ADOPTION OF THE SALARY ORDINANCE WON'T BE UNTIL JUNE 15, 1995, IT WOULD BE COST EFFICIENT TO ISSUE A RETRO CHECK FOR THE SIX MONTHS INSTEAD OF A RETRO CHECK FOR 5½ MONTHS AND ADJUSTING ALL OF THE PAYROLL RECORDS FOR TWO WEEKS AND THEN ADJUSTING THE PAYROLL RECORDS AGAIN FOR JULY 1, 1995.

IF THERE ARE ANY OTHER QUESTIONS CONCERNING THIS MATTER, PLEASE FEEL FREE TO CONTACT ME AT YOUR EARLIEST CONVENIENCE.

RESPECTFULLY SUBMITTED,

Andrew W. Zabiega
ANDREW W. ZABIEGA, FINANCE OFFICE



State of New Jersey

*Prescription
Drug
Program*

Rx



*Provided by the
Department of the Treasury
Division of Pensions and Benefits
Administered by
Blue Cross and Blue Shield
of New Jersey, Inc.*

July 1993

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Introduction

This Prescription Drug Program is offered to eligible State of New Jersey employees and their dependents. The Program is also available to eligible employees of participating Local Employers and their dependents.

Under the Program, participants and eligible dependents pay a copayment of \$1.00 for generic drugs or \$5.00 for brand name drugs per prescription or refill. The State pays the remainder of the cost.

The Prescription Drug Program includes a "Mail Order" feature for persons requiring maintenance drugs over an extended period of time, (usually a period of more than 30 days). Under the Mail Order Program, your doctor may prescribe up to a 90 day supply of a generic or brand name drug. There is no required copayment under the Mail Order Program.

General Information

How To Enroll

Any active full-time State employee eligible for the State Health Benefits Program is eligible to be enrolled in the State Prescription Drug Program. Any active full-time Local employee eligible for the State Health Benefits Program is also eligible for coverage if his employer has opted for this program.

To enroll under the program, all you need to do is fill out the enrollment application for your health care coverage. If you desire a different level of coverage than the medical plan, your employer will provide the proper enrollment change form.

Types Of Coverage

You may enroll under one of the following types of coverage:

- Single - provides coverage for yourself only;
- Parent and Child(ren) - provides coverage for you and your eligible children but not your spouse;
- Husband and Wife - provides coverage for you and your spouse only;
- Family - provides coverage for you, your spouse and eligible children.

Eligible Dependents

Only the people you enroll will be covered. If, for example, you select coverage for a parent and child, your spouse will not be covered, and you will not be able to add coverage for your spouse until the next open enrollment period. See "How to Change Your Coverage" on page 3 for directions on what to do if your family status changes.

Your eligible dependents are your spouse (unless you are legally separated) and your unmarried children under age 23 who live with you in a normal parent-child relationship. If a dependent is confined to a medical facility when coverage would normally start, that person may not be immediately eligible for coverage.

If you are divorced, your children who do not live with you may be eligible for coverage if you can prove that you are required to support them.

Stepchildren, foster children, legally adopted children and legal wards are also eligible under this program if:

- They are living with you in a normal parent-child relationship;
- They are substantially dependent upon you for support and maintenance; and
- You have enrolled them.

Coverage for a child ends on the last day of the benefit period/month in which the child marries or the last day of the calendar year in which the child attains age 23, whichever comes first.

If a child cannot support himself/herself due to mental retardation, mental illness or physical handicap when he/she reaches age 23, coverage may be continued. Proof of the child's condition must be given from time to time. The first proof must be given to the Division of Pensions and Benefits within 31 days after coverage would otherwise end. Coverage can continue only while;

- your coverage is in effect;
- the child is incapacitated; and
- the child is unmarried.

Effective Date of Coverage

Your effective date in this program is dependent upon the following:

Newly hired employees

- In the case of State biweekly employees paid through Centralized Payroll, coverage begins at the beginning of the fifth pay period of employment. Ask your payroll clerk for the exact date that coverage begins.
- State monthly and Local employees will become eligible for coverage on the first day following two months of continuous service.
- Employees with annual contracts who are paid on a 10 month basis do not have to satisfy the waiting period, so long as they begin work at the start of the contract. For State employees paid by Centralized Payroll, the effective date of coverage is the beginning of the pay period nearest September 1. Other employees will become eligible for coverage effective September 1.

Employees of Locals joining this program

- Coverage begins on the effective date of your employer's participation.

If you are not actively at work on the day your coverage for the program is to begin, coverage for you and any of your dependents will not start until you return to work.

How To Change Your Coverage

You should consult your payroll clerk or personnel officer in the following situations:

- You want to change the type of coverage;
- You marry and you want to enroll your spouse. You must prepare a new enrollment within 60 days of the marriage;
- You have a change in family status (separation, divorce, death, birth, adoption, etc.);
- Changes should be made immediately, but you have 60 days from the event to file the change.

Purchasing Your Prescription

Present your identification card and prescription order to the pharmacist. You will have to pay the copayment. The remaining charge will be covered if you use a participating pharmacy.

The program also covers refills, so long as the order is used within one year of the original prescription date, authorized by your physician and permitted by law.

The program covers prescription drugs purchased through the mail order supplier or through any local pharmacy. The mail order plan is tailored for use by people who are taking long-term

medication known as maintenance drugs. This plan allows drugs to be dispensed in quantities sufficient to cover 90 days. The program is described in more detail later in the booklet.

The regular pharmacy program allows for the purchase of a maximum 34-day supply. In certain cases requiring "chronic drugs", a local pharmacy can dispense a 100-unit dose or a 90-day supply. But in no instance may a local pharmacy dispense a supply of more than 100 units.

Participating Pharmacies

Many New Jersey pharmacies have elected to participate in the Prescription Drug Program offered through Blue Cross and Blue Shield of New Jersey, Inc. In addition Blue Cross and Blue Shield of New Jersey, Inc. has agreements with pharmacies that participate in Blue Cross and Blue Shield plans in other states (see list in Appendix A). Check with Blue Cross and Blue Shield locally to identify a participating pharmacy in your area.

When using a participating pharmacy, just present your identification card and the appropriate prescription order. The pharmacist will complete all the necessary claim forms and forward them to Blue Cross and Blue Shield of New Jersey, Inc. for reimbursement. You will be asked only to pay the appropriate copayment.

If you have forgotten your identification card or are waiting for a new one, you may have to pay the full cost, however, you will still be entitled to the benefits of this Program. In this case, you will be required to get an itemized bill from the pharmacist and forward it to Blue Cross and Blue Shield of New Jersey, Inc. for reimbursement. See "How To File A Claim for Reimbursement" below.

Non-Participating Pharmacies

Some pharmacies in New Jersey and in other states do not have agreements with Blue Cross and Blue Shield of New Jersey, Inc. and are not part of the Prescription Drug Program. When using a non-participating pharmacy within the service area, you will be asked to pay the full cost of the prescription to your pharmacist. You then must file for reimbursement from Blue Cross and Blue Shield of New Jersey, Inc. Blue Cross and Blue Shield of New Jersey will reimburse you for the cost of the drug minus your copayment. If, however, the cost exceeds 75% of what is determined to be the usual and customary charge for the drug, Blue Cross and Blue Shield of New Jersey will only pay 75% of the usual and customary charge.

If you use a non-participating pharmacy, outside the service area, you will be reimbursed for 100% of the remaining usual and customary charge for the eligible prescription drugs after the copayment has been deducted from the charge.

How To File A Claim For Reimbursement

1. Pay the full bill to the pharmacist.
2. Obtain a receipt which includes the:
 - amount charged;
 - prescription order number;
 - name of the drug dispensed;
 - manufacturer of the drug;
 - dosage, form, strength and quantity; and
 - date the drug was dispensed.

3. Obtain a Prescription Program Claim Form from your payroll clerk, personnel officer. (see Appendix B for sample form)
4. Send the completed form, along with your receipt, to the address indicated on the form.
5. Claims should be filed as soon as possible. The filing deadline is 15 months following the end of the calendar year of incurral.

How To Appeal A Claim

If you believe Blue Cross and Blue Shield of New Jersey, Inc. has made an error in processing your claim, you may appeal by writing:

Blue Cross and Blue Shield of New Jersey, Inc.
Prescription Drug Claims Department
P.O. Box 888
Newark, New Jersey 07101-0888

Information about claims or coverage can be obtained by calling:

(201) 491-5353

Please include the following information when appealing a claim:

- Names and addresses of patient and employee;
- Your prescription program identification # (Social Security #);
- Your group number and group name;
- Employer's name;
- Payment voucher number and date, if available;
- Claim number, if available;
- Date prescription was filled;
- Pharmacy's name;
- Name of medication;
- Strength of medication;
- Quantity prescribed;
- Rx number;
- Amount billed;
- Amount you paid; and
- Why you think the claim should be reconsidered. Include any additional information or evidence about the claim.

Inquiries must be made within 12 months of the date you first were notified of the action being taken to deny your claim. When your inquiry is received, the claim will be researched and reviewed. Blue Cross and Blue Shield of New Jersey, Inc. will notify you in writing of the decision on your appeal within 60 days after the appeal is received. However, special circumstances, such as delays by you or the provider in submitting necessary information, may require an extension of this 60 day period.

The decision on the review will include the specific reasons for the decision and refer to specific provisions of the program on which the decision is based.

Transfer of Employment

If you transfer within State employment or between participating Local employers, coverage for you and your dependents may be continued.

Leave Without Pay

If you go on authorized leave without pay, you can arrange to continue coverage for yourself and your eligible dependents. Please see your payroll clerk or personnel officer for details.

Upon return from your leave of absence, contact your payroll clerk for coverage reinstatement.

When Coverage Ends

Coverage for you and your dependents will end if:

- you retire;
- you terminate service as an active full-time employee;
- the program is discontinued;
- you no longer meet eligibility requirements;
- your Local employer no longer participates in the program.

If your membership in this program ends, you can continue in the program for a limited period of time as described in the section below. You cannot convert membership to a private plan.

Continuation Of Coverage

The federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows you and/or your eligible dependents to continue using the Prescription Drug program for a period of 18 months if loss of coverage is a result of one of the following qualifying events:

- A reduction of employee work hours so that you and/or your dependents no longer meet the eligibility requirements for health benefits coverage;
- A termination of employment, voluntary or involuntary (except for "gross misconduct"), or retirement.

OR

Your dependents can continue using this program for a period of 36 months if the loss of coverage is a result of one of the following qualifying events;

- Death of covered employee;
- Divorce of the covered employee and his or her spouse;
- A child no longer qualifies as a dependent under the terms of the Prescription Drug Program as a result of marriage, age limitation, or becoming independent of the employee.

You must contact your payroll clerk or personnel officer for a COBRA application. There is a 60 day maximum time limit from the date of the qualifying event to apply for the COBRA coverage.

What The Program Covers

Your Prescription Drug Program helps meet the cost of drugs prescribed for you and your eligible dependents for use outside of hospitals, nursing homes or other institutions. Covered are those drugs which, as required by Federal Law, can be dispensed only upon a written prescription order by a physician. Insulin is also covered, even though sold without a prescription order.

What The Program Does Not Cover

The following items are not covered by the Prescription Drug Program:

- Drugs or vitamins which do not require a prescription by federal law, even if the order is written;
- Drugs given to patients in a hospital, nursing home, sanitarium, residential educational center for the retarded or other treatment institutions;
- Drugs dispensed by someone other than an eligible pharmacist (Definition in Appendix A);
- Services performed by a pharmacist that are beyond the scope of his or her license;
- Contraceptive devices, therapeutic devices, artificial limbs or orthopedic appliances, hypodermic needles, syringes or similar devices, support garments or similar non-medical appliances;
- Any charge for the administration or injection of prescription drug or insulin;
- Contraceptive drugs, even when prescribed for purposes other than contraception;
- Any refill dispensed after one year from the date of the physician's original order;
- Drugs available under any other program or insurance policy or under any law, including Workers' Compensation Acts or similar legislation, whether or not the person properly asserts his or her rights under those policies and programs;
- Drugs obtained from a State or local public health agency in the treatment of venereal disease, tuberculosis or mental disease;
- Immunization agents, biological sera, blood and blood plasma or their derivatives;
- Drugs and medicines prescribed for injury or sickness resulting from war or any act of war;
- Any prescription written before the effective date of your coverage under this Program or dispensed after you are no longer covered under this Program. Refills are permitted after your effective date of coverage if they would otherwise be eligible for payment;
- Any drug consumed at the time and place that the prescription order was written;
- Charges in excess of those usually made when there is no insurance or in excess of the general level of charges in the area;
- Experimental, investigative drugs;
- Any charge for the completion of insurance forms;
- Prescription orders filled through a mail order service not under contract with this drug program;
- Drugs not prescribed or dispensed in accordance with FDA-approved uses.

To verify drug eligibility, call Blue Cross and Blue Shield of New Jersey, Inc. at (201) 491-5353.

Additional Information

Generic Drugs

What are Generic Drugs?

In certain instances, consumers now have a choice between brand name drugs and generic drugs. A brand name drug is a medication manufactured by a drug company that has developed and patented the drug. After the drug patent expires, other manufacturers who can meet the U.S. Food and Drug Administration standards for the production of the drug may produce and market them. These medications, which are known as **generic drugs**, are required by the F.D.A. to contain the same ingredients as their brand name counterparts and must be digested by the body at the same rate.

There are many generic drugs on the market today and they are often lower in price. Consequently, your Prescription Drug Program offers a lower copayment of \$1.00 for generic drugs. Thus, for every generic drug you are able to purchase, you can save \$4.00 on the copayment if you use a participating pharmacy.

Substitution of drugs in New Jersey is regulated by law. The Formulary, which is a listing of drug entities for which substitution is permissible, is maintained by the Drug Utilization Review Council of the New Jersey Department of Health. The law stipulates that when a physician indicates "substitution permissible" or gives no indication at all on the prescription, the pharmacist must substitute a generic drug as designated within the Formulary, unless otherwise advised by the patient or prescribing physician that substitution is not permissible.

Who determines if a participant can receive generic drugs?

Your physician determines whether a brand name or generic product is dispensed to you. You can take full advantage of the savings by asking your physician to prescribe a generic drug or write a prescription order which allows substitution of a generic drug whenever it is legally permissible.

If your physician writes a prescription that allows only for a brand name drug, the pharmacist will be required to dispense that drug, and you will be required to pay the \$5.00 copayment to your participating pharmacist. So, if you are interested in the savings, be sure to inform your physician of your choice of a generic substitute when he is prescribing for you and your family members.

Mail Order Program

How mail order works

The mail order program is tailored for use by people who are taking long term medication known as maintenance drugs. The program allows drugs to be dispensed in quantities sufficient to cover 90 days.

A pre-addressed, postage-paid envelope/order forms to be used for your initial purchase through the mail order program can be obtained from your payroll clerk.

If you are on maintenance drugs, you will like the savings that may result from purchasing your prescription through the mail order program.

The following are important facts to know when using the mail order program:

- The mail order program is an expansion of your prescription drug program benefits. It is designed to help those who take prescription medication on an ongoing basis.
- You can receive up to a 90 day supply of medication.
- Prescription orders are delivered directly to your home with postage paid.
- All prescription medications presently covered by the drug program are covered under the mail order program.
- Your mail order prescription is reviewed by a pharmacist, checked against your available patient profile, dispensed by the pharmacist and verified through the mail order's quality control department prior to mailing. Your Patient Profile or medical history is kept on file by the mail order company.
- No copayment is required.

How you can use the mail order program

- If you need to start taking a maintenance drug right away, you can ask your doctor for two prescriptions. The first prescription, for a 14-day supply, can be filled at a local pharmacy. The second prescription, for at least a 30-day supply, can be purchased through the mail.
- Also, ask your physician if a generic drug can be prescribed.
- Complete the Patient Profile questionnaire. Be sure to answer all questions, and use your correct Social Security number.
- Complete the order/eligibility form, (envelope).
- Send the completed forms and your original prescription(s) in the pre-addressed, stamped mail order reply envelope. Your medication will be returned to you through First Class Mail or United Parcel Service along with instructions for obtaining refills.

Appendix A

Definitions

This section defines certain important words used in this booklet.

PRESCRIPTION ORDER. The request for drugs issued by a physician licensed to make the request in the course of his professional practice.

PHARMACIST. A person licensed to practice the profession of pharmacy and who practices in a pharmacy.

PHARMACY. Any place of business which meets these conditions: 1) It is registered as a pharmacy with the appropriate state licensing agency and 2) prescription drugs are compounded and dispensed by a pharmacist. This definition does not include a physician who dispenses drugs, pharmacies or drug centers maintained by or on behalf of an employer, a mutual benefit association, labor union, trustee or similar person or group. Nor does it include pharmacies maintained by hospitals, nursing homes, or similar institutions.

PARTICIPATING PHARMACY. Any pharmacy which has entered into a Prepaid Prescription Agreement with Blue Cross and Blue Shield of New Jersey, Inc. or certain other participating Blue Cross plans. Pharmacies participating with the following Blue Cross plans will accept prescription orders from you when you present your identification card:

Blue Cross and Blue Shield of Delaware, Inc.
Wilmington, Delaware

Blue Cross of Western New York
Buffalo, New York

Empire Blue Cross
Albany, New York

Empire Blue Cross and Blue Shield
New York, New York

Blue Cross of Central New York
Syracuse, New York

Capital Blue Cross
Allentown, Pennsylvania

Independence Blue Cross
Philadelphia, Pennsylvania

Blue Cross of Western Pennsylvania
Pittsburgh, Pennsylvania

Blue Cross of Northeastern Pennsylvania
Wilkes-Barre, Pennsylvania

It also includes a pharmacy which has a written agreement with Blue Cross and Blue Shield of New Jersey, Inc. to dispense prescription drugs by mail (a Participating Mail Order Pharmacy).

Currently, the only Participating Mail Order Pharmacy providing mail order prescription services under your program is National Pharmacies, Inc.

MAIL ORDER PRESCRIPTION. A request by you that a prescription order for maintenance drugs be dispensed to you by mail by a participating mail order pharmacy.

NON-PARTICIPATING PHARMACY. Any pharmacy that does not have an agreement with Blue Cross and Blue Shield of New Jersey, Inc. and will not accept the Identification card.

COPAYMENT. The amount charged to the eligible person by the pharmacy for each prescription order or authorized refill. The copayment is \$5.00 for all brand name drugs purchased regardless of substitute availability. The copayment for a generic drug is \$1.00. There is no copayment for brand name or generic drugs provided by a participating mail order pharmacy.