

**AGREEMENT**

**BETWEEN**

**THE COUNTY OF UNION**

**AND**

**PBA LOCAL UNION NO. 73**

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**EFFECTIVE: JANUARY 1, 2005 THROUGH DECEMBER 31, 2009**

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AGREEMENT

This Agreement made this 1st day of January 2005, by and between The County of Union, hereinafter called "Employer" and PBA Local No. 73, hereinafter called the "P.B.A.", 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 promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the P.B.A. as follows:

ARTICLE 1

RECOGNITION

Section 1.

The Employer hereby recognizes the Patrolmen's Benevolent Association, Local No. 73 as the exclusive negotiating representative for a bargaining unit consisting of all patrolmen employed by the County, including detective patrolmen and corporals, but excluding the Chief of County Police, captains, lieutenants, sergeants, other 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 PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, powers, prerogatives and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer.

#### 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 designee, 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 Police or the "Director of the County Police."

#### Section 3.

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 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, rights, authority, duties and responsibilities by the Board of Freeholders, the County Manager or other designees, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be in conformance with N.J.S.A. 34:13A-5.3 et seq., other New Jersey Statutes, the constitution of the State of New Jersey and the Constitution of the United States.

**Section 5.**

Nothing contained herein shall be construed to deny or to restrict the Board of Freeholders, the County Manager or other designees, of their rights, responsibilities and authority under title 40 and 40A, or any other state laws or regulations as they pertain to County Manager form of government. Further, nothing contained herein shall be considered to deny or restrict PBA Local No. 73 or its members their rights, responsibilities and 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 DEDUCTION OF PBA DUES

##### Section 1.

The Employer agrees to deduct from the salaries of each employee who is a member of the PBA, under the terms of this Agreement, dues for PBA Local NO. 73, when same is authorized in writing by each such PBA member. Individual authorization forms shall be filed by the PBA with appropriate business office of the Employer.

### ARTICLE 4

#### AGENCY SHOP

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the Unit who does not join within ten (10) days of reentry into employment with the Unit, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employee in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article.

## ARTICLE 5

### SALARIES

#### Section 1.

Salaries shall be adjusted in accordance with the salary guide set forth in Exhibit B attached hereto. The adjustment for the additional work time shall be effective December 31, 2000.

There shall be general wage increases as follows:

- (a) Effective and retroactive to January 1, 2005 4.0%
- (b) Effective January 1, 2008 5.0% plus 5.0%
- (c) Effective January 1, 2009 5.0% plus \$1200
- (d) The additional 5.0% to base adjustment on January 1, 2008, is for the additional 45 minutes of work time added to the schedule.

#### Section 2. ADJUSTMENTS IN RATES OF PAY:

(a) Employees who have more than one (1) year of service in their classification and who possess an anniversary date of employment or promotion between January 1 and June 30 shall receive their salary increments as of January 1 of each year of the contract.

(b) Employees who have more than one (1) year of service in their classification and who possess an anniversary date of employment or promotion between July 1 and December 31 shall receive their salary increments as of July 1 of each year of the contract.



**Section 3.**

Effective January 1, 1996, those officers with 20 years or more of service shall continue to receive \$500 per annum; and those officers with 25 years or more of service shall continue to receive \$1,000 per annum which shall be added to base salary but shall not be compounded by any percentage increases applied to base rate.

Effective January 1, 1997 the provisions set forth herein shall be modified to provide that those officers beginning their fifteenth (15th) year of service with the County of Union shall receive One Thousand (\$1,000.00) Dollars per annum which shall be added to base salary but shall not be compounded by any percentage increase applied to base rate; and those officers beginning their twentieth (20th) year of service with the County shall receive One Thousand Five Hundred (\$1,500.00) Dollars per annum which shall be added to base rate without restriction.

Effective January 1, 2003, employees starting their tenth (10th) year of service as a Police Officer for Union County shall be entitled to Senior Officer pay in the amount of \$1,365.00 per annum which shall be added to base salary. Senior Officer pay shall not be compounded by any percentage increase applied to the Officer's base rate.

Effective January 1, 2003, employees starting their fifteenth (15th) year of service as a Police Officer for Union County shall be entitled to Senior Officer pay in the amount of \$2,365.00 per annum which shall be added to base salary. Senior Officer pay shall not be compounded by any percentage increase applied to the Officer's base rate.

Effective January 1, 2003, employees starting their twentieth (20th) year of service as a Police Officer for Union County shall be entitled to Senior Officer pay in the amount of \$2,865.00 per annum which shall be added to base salary which will be compounded by any percentage increase applied to the Officer's base rate.

**Section 4.**

Effective with the first pay check in July 2001, paychecks shall be distributed on a bi-weekly basis (e.g., every two (2) weeks) and employees will be provided with a “direct deposit” option and will execute all forms necessary to effectuate that option.

**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) Following the first calendar year of employment, employees will be entitled to the following vacation:

1 completed year - 8 years – 104 hours

8 completed years -10 years – 112 hours

10 completed years – 15 years – 136 hours

15 completed years – 20 years – 152 hours

20 completed years – 25 years – 176 hours

(c) 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

(d) Vacation time usage shall be based upon 10.75 hours per day used for those officers on the 4/4, 11.25 hour schedule and at 9.25 hours for those officers on the 4/3, 9 hour 55 minute schedule.

**Section 2.**

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

**Section 3.**

Vacation selection and scheduling shall be based upon the practice whereby at least one (1) employee per platoon, unit or bureau per week is scheduled to take vacation. Selection is based upon departmental seniority 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 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 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-quarter (11-1/4) 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 nine hours and fifty-five minutes (9 hrs. 55 minutes) of work per day followed by three (3) consecutive days off as scheduled by the Chief of Police or his designee.

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 thirty (30) 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, and any other days off with the exception of personal leave and bereavement leave, 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 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 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 a eight (8) or eight and one-half (8 1/2) 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.

The work year shall continue to provide five (5) eight-hour days of work in addition to the regular work schedule. These days shall be training days used exclusively for training and/or firearms qualification.

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 per day 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 1/2) times the employee's straight time hourly rate.

Effective January 1, 2004, officers may accumulate up to forty-five (45) hours of compensatory time per year. If the compensatory time is not used by the end of the calendar year, the County will convert the time to cash overtime and pay the officer. 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, by 2,080 hours.

**Section 5.**

(a) 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.

(b) All overtime must be authorized by the Employer and shall be awarded on a rotating seniority basis to employees who are working under this Agreement. For the purposes of this Agreement, "seniority" shall be defined as an employee's length of continuous service with the Union County Police Department. Seniority will be utilized with respect to all privileges currently provided to all employees covered by this Agreement, including but not limited to selection of vacation and to the selection of days off. Employees may use pager numbers, cellular phones or residence numbers to be contacted for overtime or emergency calls for service.

**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. Hours spent in basic training shall not be counted as hours worked unless the probationary patrolman is also scheduled to work active duty in the County Police Force while also attending basic training. In such case, time spent in actual attendance at basic training shall be counted as hours worked. Employees shall maintain accurate records of their hours worked. 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 overtime 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, or firearms qualification, 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 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. For the purposes of this provision, patrolmen shall all be deemed to constitute the same classification.

**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.

(g) Sick time usage shall be based on 10.75 hours per day used for those officers on the 4/4, 11.25 hour schedule and at 9.25 hours for those officers on the 4/3, 9 hour 55 minute schedule.

#### **Section 4.**

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The employer may require an employee who has been absent because of personal illness, as a condition of his return to work to be examined by a physician at the expense of the Employer. 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 in accordance with 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  
301-400 accumulated sick days – 70% of the daily rate to a maximum of \$15,000  
over 401 accumulated sick days – 80% of the daily rate to a maximum of \$18,000

(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 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 in accordance with the schedule set forth in paragraph (b) of this provision, above. Overtime, shift differential, stipends or other supplemental pay shall not be included in computation.

c) 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.

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

e) 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 working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
- 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
- 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- 5) All sick leave was reportable and reported accordingly.
- 6) The 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 STRIKE OR LOCKOUTS

#### Section 1.

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

#### Section 2.

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



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 P. B. A. is 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 P.B.A. 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 P.B.A.'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 P.B.A.'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 (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 presentation 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 grievance must be presented no later than ten (10) working days from the day a decision is rendered by the Director of Public Safety or his designated representative.

The hearing on the grievance shall be held between the County Manager or his designee and the aggrieved party and the PBA designated representative no later than 10 working days from the date of filing the grievance in writing with the County Manager. The County Manager or his designee will render a written decision within 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 settlement is not reached at Step 4, and the P.B.A decides to pursue the matter to arbitration, it may do so 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. A copy of the request for arbitration shall be sent to the Chief of Police 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 will be required to issue his written decision within thirty (30) calendar days from the date of the closing of the hearing. The arbitrator's decision shall be in writing and will set forth his 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 P.B.A. 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 Employer has designated the following days as holidays for the year 2005:

New Year's Day	Monday, January 3, 2005
Martin Luther King's Birthday	Monday, January 17, 2005
Lincoln's Birthday	Monday, February 14, 2005
Washington's Birthday	Monday, February 21, 2005
Good Friday	Friday, March 25, 2005
Memorial Day	Monday, May 30, 2005
Independence Day	Monday, July 4, 2005
Labor Day	Monday, September 5, 2005
Columbus Day	Monday, October 10, 2005
Election Day	Tuesday, November 8, 2005
Veteran's Day	Friday, November 11, 2005

Thanksgiving Day	Thursday, November 24, 2005
Day After Thanksgiving Day	Friday, November 25, 2005
Christmas Day	Saturday, December 25, 2005 (celebrated Fri., Dec. 24, 2005)

**Section 2.** The Employer has designated the following days as holidays for the year 2006:

New Year's Day	Sunday, January 1, 2006 (celebrated Mon., Jan. 2, 2006)
Martin Luther King's Birthday	Monday, January 16, 2006
Lincoln's Birthday	Sunday, February 12, 2006 (celebrated Mon., Feb. 13, 2006)
Washington's Birthday	Monday, February 20, 2006
Good Friday	Friday, April 14, 2006
Memorial Day	Monday, May 29, 2006
Independence Day	Tuesday, July 4, 2006
Labor Day	Monday, September 4, 2006
Columbus Day	Monday, October 9, 2006
Election Day	Tuesday, November 7, 2006
Veteran's Day	Saturday, November 11, 2006 (celebrated Mon., Nov. 13, 2006)
Thanksgiving Day	Thursday, November 23, 2006
Day After Thanksgiving Day	Friday, November 24, 2006
Christmas Day	Monday, December 25, 2006

**Section 3.** The Employer has designated the following days as holidays for the year 2007:

New Year's Day	Monday, January 1, 2007
Martin Luther King's Birthday	Monday, January 15, 2007
Lincoln's Birthday	Monday, February 12, 2007
Washington's Birthday	Monday, February 19, 2007
Good Friday	Friday, April 6, 2007
Memorial Day	Monday, May 28, 2007
Independence Day	Wednesday, July 4, 2007
Labor Day	Monday, September 3, 2007
Columbus Day	Monday, October 8, 2007
Election Day	Tuesday, November 5, 2007
Veteran's Day	Sunday, November 11, 2007 (celebrated Mon., Nov. 12, 2007)
Thanksgiving Day	Thursday, November 22, 2007
Day After Thanksgiving Day	Friday, November 23, 2007
Christmas Day	Tuesday, December 25, 2007

**Section 4.** The Employer has designated the following days as holidays for the year 2008:

New Year's Day	Tuesday, January 1, 2008
Martin Luther King's Birthday	Monday, January 21, 2008
Lincoln's Birthday	Monday, February 11, 2008
Washington's Birthday	Monday, February 18, 2008
Good Friday	Friday, March 21, 2008
Memorial Day	Monday, May 26, 2008
Independence Day	Friday, July 4, 2008
Labor Day	Monday, September 1, 2008
Columbus Day	Monday, October 13, 2008
Election Day	Tuesday, November 4, 2008
Veteran's Day	Tuesday, November 11, 2008
Thanksgiving Day	Thursday, November 27, 2008
Day After Thanksgiving Day	Friday, November 28, 2008
Christmas Day	Thursday, December 25, 2008

**Section 5.** The Employer has designated the following days as holidays for the year 2009:

New Year's Day	Thursday, January 1, 2009
Martin Luther King's Birthday	Monday, January 19, 2009
Lincoln's Birthday	Monday, February 9, 2009
Washington's Birthday	Monday, February 16, 2009
Good Friday	Friday, April 10, 2009
Memorial Day	Monday, May 25, 2009
Independence Day	Saturday, July 4, 2009 (celebrated Fri., July 3, 2009)
Labor Day	Monday, September 7, 2009
Columbus Day	Monday, October 12, 2009
Election Day	Tuesday, November 3, 2009
Veteran's Day	Sunday, November 11, 2009 (celebrated Mon., Nov. 12, 2009)
Thanksgiving Day	Thursday, November 26, 2009
Day After Thanksgiving Day	Friday, November 27, 2009
Christmas Day	Friday, December 25, 2009

**Section 6.**

All employees shall be entitled either to a day off with pay on the date set forth above for such holiday, or shall, at the option of the Chief of Police, or his designee, be scheduled to work on a scheduled holiday and receive another designated day off with pay as scheduled by the Chief of Police, or his designee. Employees shall be permitted to carry over unused holidays into

the succeeding year. Such time shall only be given upon the request of an employee, however, such requests are subject to departmental approval.

**Section 7.**

A holiday falling during an employee's vacation shall be treated as a holiday and not charged against the employee's vacation time.

All employees, at their discretion, shall be entitled to the holidays referenced herein to be paid either in cash or in time off, subject to the following provisions. The employee shall notify the Employer prior to December 1 of the year preceding the year in which the holidays will be taken as to how many holidays the employee wishes to be paid in cash and in time. The schedule of holidays to be worked will thereafter be solely determined by the Employer. If an employee elects to receive holidays paid in cash, he or she must take that option in a block of five (5) days, and may only receive five (5) days' pay for holidays in any one year. All other holidays shall be taken in time off subject to the provisions of Section 4 of this Article. In the event an employee elects to receive all holidays in time off such shall be provided in accordance with Section 4 of this Article. Payout to be in first pay period in December of year in which holidays fall.

Subject to the foregoing provisions of this Section, Patrolmen Detectives shall have the option to work holidays and may be required to work such holidays in uniform at the sole discretion of the Chief of Police or his designee.

**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 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 accumulative from year to year.

**Section 4.**

Personal leave shall be granted on a day for day basis based on the number of hours in an employee's regular work schedule (e.g., 11.25 hour work day, a personal day is equal to 11.25 hours.)



## 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 of Police with a copy of the subpoena or other notice. The employee shall cooperate with the Chief of Police in obtaining an exemption from jury services.

## 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.

Bereavement leave shall be granted on a day for day basis based on the number of hours in an employee's regular work schedule (e.g., 11.25 hour work day, a personal day is equal to 11.25 hours.)

ARTICLE 15

SAVINGS CLAUSE

Section 1.

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

ARTICLE 16

BULLETIN BOARD AND UNION REPRESENTATIVE

Section 1.

The Chief of Police or his designee 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 election, appointments and results of elections;
- (c) Notices of Union meetings;
- (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 or his designee for approval, which approval shall not be unreasonably withheld.

Section 2.

The State Delegate shall receive 144 hours off per year to attend all Local, State and County meetings. If the Delegate takes off an entire shift, ten and three-quarter (10 3/4) hours shall be deducted from his PBA time bank. The Delegate shall obtain permission from the Chief

to use his PBA time. The Chief shall not unreasonably withhold permission. In addition to the 144 hours, the State Delegate and two (2) alternates shall be released from duty with pay to attend State PBA conventions.

**Section 3.**

The PBA President shall be granted time off with pay to attend Local, State and County PBA meetings and to attend grievances, negotiations and other PBA business. The PBA President shall obtain permission from the Chief to use his PBA time. Further, the Chief shall not unreasonably withhold permission.

**Section 4.**

Subject to the approval of the Chief of Police, or his designee, the President of the P.B.A. and not more than one (1) state delegate shall be permitted to attend the funeral of any police officer in the state of New Jersey who is killed in the line of duty. In the event such a funeral is held during the officer's scheduled tour of duty neither the President of the P.B.A. and/or the state delegate attending such funeral shall sustain any loss of pay for such attendance. If a marked Union County Police vehicle is available for use, the Chief or his designee may permit the President and/or delegate to utilize the same to attend such a funeral.

**Section 5.**

The President of the P.B.A. shall be permitted time off with no loss of salary or other benefits in order to preside over a P.B.A. meeting. He shall also be provided time off from duty with no loss of salary to represent a member of the negotiating unit or be present at a meeting in accordance with other terms of this Agreement, including but not limited to grievance hearings, arbitrations, PERC and court proceedings and negotiation sessions.

**Section 6. Union Leave Time for Negotiations**

Members of the PBA 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.

**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 Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall receive his full pay or up to the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for 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 Workmen's Compensation Insurance carrier.

(c) After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain his

temporary disability Workmen's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation, he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County Workmen's Compensation Insurance carrier.

(d) Failure to turn over temporary disability check or 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.

The Union County Police Department shall provide probationary patrolmen with at least one (1) cadet uniform as approved by the Union County Police Department. Upon successful completion of Basic Training School, the probationary patrolmen shall be provided with at least one (1) complete uniform and appropriate equipment as approved by the Union County Police Department. Employees shall launder and maintain such uniform in a neat and presentable appearance.

Effective and retroactive to January 1, 2005, employees shall be entitled to a clothing and maintenance allowance as follows:

Effective and retroactive to January 1, 2005	\$1,100.00
Effective and retroactive to January 1, 2006	\$1,125.00
Effective January 1, 2007	\$1,150.00
Effective January 1, 2008	\$1,175.00

Effective January 1, 2009, this entire Section will be eliminated and as of that date be considered null and void.

**Section 2.**

Each employee shall be responsible to maintain the uniform of the day in proper and professional manner and appearance. 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 3.**

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 per glasses/contacts and Fifty (\$50.00) Dollar per item per employee per incident for all other 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 September 1, 2006, the Drug Prescription Plan shall be modified as follows:

1. Retail pharmacy purchases shall be limited to thirty (30) day increments
2. Dispense-As-Written ("DAW") Procedure: Physicians prescribing name brand drugs, when the generic equivalent is available, must justify the DAW to the pharmacy.
3. All current co-pays shall be maintained and mail order shall remain at a ninety (90) days supply.
4. The County will provide sample forms for mail order and distribute them to unit members by mail.

**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 dental benefits shall be shared as follows: The annual cap on the dental plan shall be increased to \$2,000.00 per annum for both single and family coverage. Effective January 1, 2006, the County shall pay \$52.31 per month towards the premium and the 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.

Effective January 1, 2004, the parties agree that employees may enroll in the Delta Dental Orthodontic Coverage Plan at their own cost.



Section 3.

Effective January 1, 1996 the existing hospitalization coverage shall be maintained including:

- (a) Deductibles of \$100 per person and \$200 for dependents;
- (b) Major Medical co-payments of 70%/30% of \$5,000.
- (c) Pre Admission Review (PAR) and Mandatory Second Surgical Opinion (MSSOP)

with 50% cutbacks.

Effective January 1, 2004, the deductible for any single benefit period shall be reduced to \$100.00 for each employee and an additional amount of \$200.00 for eligible dependents.

Effective January 1, 2004, employees in the Horizon PPO (Blue Select) shall contribute \$10.00 towards the cost of doctor's office visits.

Effective January 1, 2004, the Out of Network Cost Share for the Horizon PPO (Blue Select) shall be 70/30.

Effective January 1, 2004, all current employees shall contribute the following towards the cost of health insurance coverage:

Annual Salary	Monthly Contribution
Below \$65,000	\$10.00 per month
Over \$65,000	\$25.00 per month
Over \$75,000	\$40.00 per month

Contributions are made on a pre-tax basis.

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

Any employee hired after September 1, 2006 shall participate in the HealthNet POS. Any such employee who wishes to participate in the Horizon PPO or Direct Access shall do so at their expense.

Effective September 1, 2006, Direct Access shall replace the Horizon PPO at the current co-pay levels.

- a) \$10.00 co-pay for in network services – doctor’s office visits only
- b) \$10.00 co-pay for all out-of-network services – employees who go out of network will be reimbursed by the County for the 30% differential less the \$10.00 co-pay for services, upon applying to the Third Party Administrator (“TPA”) for reimbursement. The TPA shall reimburse employees within 10 days of the date the claim was submitted.

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

Effective September 1, 2006, employees hired on or before January 1, 2004 shall contribute towards the cost of their health insurance as follows:

- a) Single coverage \$15.00 per month
- b) Family, PC or HW \$40.00 per month

Employees hired after January 1, 2004 shall maintain the existing contribution schedule; however, those earning over \$65,000 shall contribute as in paragraph 3, above, with those contributions being increased by the proportionate annual increase in plan cost.<sup>1</sup>

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

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<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%.

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. 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.

**Section 4.**

a) Effective August 1, 2006, the County agrees to implement a program of retirement benefits as set forth in Schedules B and C attached hereto. The conditions and requirements for receiving these benefits are set forth in Schedules B and C. The benefits in Schedule B 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 set forth in Schedule B, attached to this Agreement. Any material changes to Schedule B made pursuant to any future agreements with and/or arbitration and/or court proceedings involving the County and the PBA shall not be effective to change those employees' rights and benefits under Schedule B, 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

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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.

equivalent to or better than the coverage set forth in Schedule B. Provided such health insurance coverage remains generally available in the insurance market at commercially reasonable rates, these rights may only be changes as to each eligible employee with the express written consent of that specific employee eligible for benefits under Schedule B.

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

d) Dependents of employee eligible for retiree health benefits under Schedule B 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.**

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

EMPLOYMENT 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.

Section 2.

Employees shall have the right to review their personnel files 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.

ARTICLE 22

MISCELLANEOUS

**Section 1. Bomb Squad Allowance.**

The annual allowance for service on the Bomb Squad which started January 1, 1991 shall be continued in the amount of Three Hundred (\$300.00) Dollars annually. Effective January 1, 1997 the annual Bomb Squad allowance shall be increased by Fifty Dollars to the sum of Three Hundred and Fifty (\$350.00) Dollars, and effective January 1, 1998 the allowance shall be increased by an additional Fifty (\$50) Dollars to Four Hundred (\$400) Dollars per year. Effective January 1, 2002, the allowance shall be increased to \$500.00 per year, not to be added to base salary. Payment to be made by December 1 of each year.

**Section 2. 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.

**Section 3. Field Training Officers ("FTOs")**

Effective upon execution of this Agreement, there will be six (6) Field Training Officer ("FTO") positions with a \$250.00 non-base stipend. Assignment is at the Chief's discretion. FTOs shall be designated as Corporals and shall wear an insignia consisting of two (2) stripes. Corporals shall not be deemed superior officers, shall not have supervisory authority, and are not supervisors as defined by the PERC Act and Commission decisions.

**Section 4. Sick Incentive**

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

2003, for every six months of no use of sick leave employees will receive one extra vacation day. If attendance is perfect for twelve consecutive months, employees will receive two extra vacation days and a \$500 bonus, not to be added to base salary. Payment of the bonus is to be made by January 15<sup>th</sup> of the current year.

**Section 5. Safe Driving Day**

Effective January 1, 2001, an officer who completes an entire calendar year without any chargeable on-duty motor vehicle accidents as defined by N.J.S.A. 11:3-34.3, will be credited with one (1) day off which will be added to the officer's vacation time.

**Section 6. Detective Stipend**

Effective January 1, 1999, there will be a detective stipend of \$1500.00.

**Section 7. EMT Stipend**

Effective January 1, 2002, all certified EMTs will receive a \$500.00 stipend per year, not to be added to base salary.

**Section 8. Corporal Stipend**

Effective January 1, 2004, each corporal will receive a \$500.00 stipend, not to be added to base salary.

**Section 9.**

Effective January 1, 2007, the Employer will provide the P.B.A. the means to create an insurance development fund (hereinafter the "Fund"). The purpose of the Fund shall be to reimburse (as hereinafter set forth) bargaining unit employee(s) represented by the PBA [hereinafter "employee(s)"] and employed by the County as 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.
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 P.B.A. for the purpose of creating the Fund. Such payment shall be in a lump sum and shall be made on or before January 10th of each year.

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

The PBA agrees to indemnify and to hold the County and its officials, agents, servants and employees harmless against any and all claims, demands, suits in law or equity, administrative proceedings and/or other forms of liability arising out of the transmission and/or receipt of the aforesaid payments from the County to the PBA and/or for the PBA's operation, administration or

payment of premiums to any insurance company or reimbursement to employees for payment of insurance premiums from said Fund. The PBA shall assume full responsibility for the Fund's operation, administration and disbursement of Fund monies.

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

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

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

- (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 therefor;
- (3) A statement of all disbursements made by the Fund and the reasons therefor; and,
- (4) A statement of the reconciled account of the Fund.

The PBA agrees that the County shall have the right to audit the books, records and accounts of the Fund at any time upon written, certified request. The parties shall agree on an acceptable date to commence the requested audit, but in any case, the audit shall take place no later than thirty calendar days from the date of receipt of the audit request by the PBA. The failure of the PBA to

comply with a written audit request shall be deemed to be a material breach of Section 9 of this Article relative to the Insurance Development Fund.

The PBA's failure to comply with the forgoing terms shall result in an immediate breach of Section 9 of this Article and the County's obligation to transmit any payment pursuant to this Section shall terminate and all money on deposit in any and all accounts of the Fund shall immediately be returned to the County.

**ARTICLE 23**

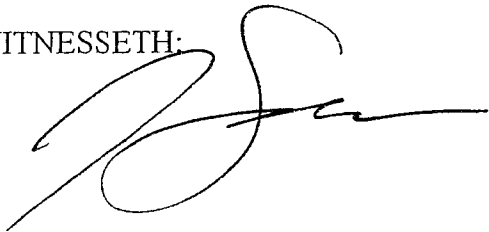
**DURATION**

This Agreement shall, where appropriate, be in effect from January 1, 2005 through December 31, 2009.

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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their corporate seal to be hereto affixed, this 8<sup>th</sup> day of ~~October~~ 2009.

WITNESSETH:



ATTEST:

THE COUNTY OF UNION

By: George Devanney *At Rado*  
George Devanney, County Manager

P.B.A. LOCAL NO. 73

By: Barry Kaplan  
Barry Kaplan, President

SCHEDULE A  
SALARY GUIDE

CURRENT STEPS	1/1/2005	1/1/2008	1/1/2009	ADJUSTMENT	1/1/2009
Starting Salary	\$30,286	\$33,390	\$35,060	\$1,200	\$36,260
Grad Acad	\$34,893	\$38,470	\$40,393	\$1,200	\$41,593
2	\$39,499	\$43,548	\$45,725	\$1,200	\$46,925
3	\$42,193	\$46,518	\$48,844	\$1,200	\$50,044
4	\$48,623	\$53,607	\$56,287	\$1,200	\$57,487
5	\$51,756	\$57,061	\$59,914	\$1,200	\$61,114
6	\$54,888	\$60,514	\$63,540	\$1,200	\$64,740
7	\$58,021	\$63,968	\$67,167	\$1,200	\$68,367
8	\$62,720	\$69,149	\$72,606	\$1,200	\$73,806
9	\$69,194	\$76,286	\$80,101	\$1,200	\$81,301

SCHEDULE B

RETIREE HEALTH BENEFITS

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

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

1. Eligibility. Employees must have been actively employed with the County of Union (the "County") on or before December 31, 2009; and must retire on either a disability pension or retire having 25 years or more of service credit in the Police and Firemen's Retirement System ("PFRS") and at least 10 years of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service with the County. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.
2. Description. This benefit shall consist of coverage under the Horizon PPO Health Insurance Plan. Prescription co-payments can be submitted to major medical for reimbursement subject to the limitations in the major medical plan. Subject to the vested material rights of employees covered under this Schedule C, the County reserves the right to change or modify the plan at any time, so long as the modified plan provides substantially equivalent or better coverage to that in effect for members of the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates.
3. Cessation of Subsidy. Upon implementation of the foregoing benefit, the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder.

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

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

SCHEDULE C

RETIREE HEALTH BENEFITS

**(Employees Hired On or After January 1, 2010)**

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

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

2. Description: This benefit shall be applied to the Health Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit.

3. Subsidy: Upon implementation of this benefit, the County shall be obliged to subsidize the cost of health insurance premiums for qualifying retirees, as follows:

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$189.67 per month

Single, Over 65	\$138.39 per month
H/W Under 65 P/C Retiree Family Under 65	\$540.58 per month
H/W Over 65	\$276.77 per month
H/W Retiree Over 65 H/W. Spouse Over 65	\$267.77 per month
Family Over 65	\$442.88 per month
Family Retiree Over 65 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.



SCHEDULE D  
INDIVIDUAL CONTRACT  
AGREEMENT

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

WHEREAS, the County and PBA are parties to a collective bargaining agreement ("CBA") covering the period January 1, 2005 through December 31, 2009; and

WHEREAS, the Employee is a member of the PBA bargaining unit covered by the CBA and

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

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

WHEREAS, all parties hereto acknowledge that the Employee has relied to his or her detriment upon the aforesaid assurances and that the elimination, modification or other limitation upon the bargained-for retiree health insurance benefits, except in accordance with the terms and

conditions of the Memorandum, would constitute immediate, irreparable and substantial harm to the Employee and his/her dependents; and

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

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

**WITNESSETH:**

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

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

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

4. The parties hereto agree that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement by all parties hereto and it is the intent

of all such parties that this Agreement be fully enforceable according to its plain language which all parties agree is to be construed in favor of the Employee and against the County and the PBA.

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

COUNTY OF UNION

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

\_\_\_\_\_  
ATTEST

PBA LOCAL UNION 73

By: \_\_\_\_\_  
President

\_\_\_\_\_  
ATTEST

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

\_\_\_\_\_  
ATTEST