

R-93-0363

AGREEMENT BETWEEN
THE
COUNTY OF ESSEX, SHERIFF OF ESSEX COUNTY
AND THE
ESSEX COUNTY SHERIFF'S OFFICERS
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, LOCAL 183

JANUARY 1, 1992 TO DECEMBER 31, 1994

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THIS AGREEMENT, made this day of , 1993, between the County of Essex ("County") and the Sheriff of Essex County ("Sheriff"), with offices at the Hall of Records, Newark, New Jersey, and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 183, hereinafter referred to as the PBA or Local 183.

WITNESSETH:

WHEREAS, the Public Employment Relations Commission has certified New Jersey State Policemen's Benevolent Association, Local 183, as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment for all permanently appointed Sheriff's Officers, Court Attendants, Identification Officers, Sheriff's Officers (Bilingual) and Sheriffs Investigator;

NOW THEREFORE, the County and the Sheriff and the PBA mutually agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to memorialize and to set forth the terms and conditions of employment to be observed between the parties hereto in order to foster good employer-employee relations.

ARTICLE II

RECOGNITION

The County recognizes New Jersey State Policemen's Benevolent Association, Local 183, as the exclusive representative of all Sheriff's Officers, Court Attendants, Identification Officers, Sheriff's Officers (bilingual), and Sheriffs Investigator employed by the County for all purposes under and pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 et seq.) as amended. As used herein, the terms "Sheriff's Officer" or "Employee" shall include all employees, who are recognized as being represented by the PBA pursuant to this Article. The said New Jersey State Policemen's Benevolent Association, Local 183, shall serve as the exclusive representative for the purpose of collective negotiations as aforesaid for all such employees during the term of this Agreement.

ARTICLE III

RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the County during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all employees except as otherwise expressly provided herein.

The County agrees that it shall not discriminate against any Sheriff's Officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in New Jersey State Policemen's Benevolent Association, Local 183, and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the County or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

ARTICLE IV

SALARIES

The salary schedule for the term of this Agreement shall be as follows:

| | 1-1-92 | 7-1-93 | 7-1-94 |
|--------|----------|----------|----------|
| Start | \$23,999 | \$25,439 | \$26,965 |
| Step 1 | 27,299 | 28,937 | 30,673 |
| Step 2 | 30,599 | 32,435 | 34,381 |
| Step 3 | 33,899 | 35,933 | 38,089 |
| Step 4 | 37,199 | 39,431 | 41,797 |
| Step 5 | 40,499 | 42,929 | 45,505 |

1. Employees shall move to the next higher step on each anniversary date, except that for just cause a step (either a full step or a half step) may be withheld on not more than two (2) anniversary dates. Each employee shall thus achieve maximum salary in not more than seven (7) years. The denial of a step by the Sheriff shall be for just cause only.

2. Retroactive salary increases shall be paid to all permanent employees who retired or resigned during the years 1992 and 1993 prior to the ratification of the Agreement, prorated to the date of retirement or resignation. All retroactive pay due under the 1992-1994 Agreement will include overtime pay and will be paid within thirty (30) calendar days upon approval of this Agreement by the Essex County Board of Chosen Freeholders.

3. All employees hired after the date of this Agreement shall receive a salary equal to one of the steps set forth above.

4. The night shift differential for the 12:00 Midnight to 8:00 a.m. shift and the 4:00 p.m. to midnight shift shall be 20.5 cents per hour.

ARTICLE V

UNIFORM AND SAFETY ALLOWANCE

1. Each employee shall receive a uniform allowance of \$500.00 per annum; \$250.00 shall be paid on or about May 1 and \$250.00 shall be paid on or about November 1 of each year. Effective July 1, 1993, the uniform allowance shall be increased to \$550 per employee per annum, one half to be paid on or about May 1 and the other half to be paid on or about November 1 of each year. Uniforms shall be purchased and maintained by the employees in accordance with standards established by the Sheriff. The uniforms are to be standard but may be purchased by the employee from any source.

If the Sheriff directs that an additional item be added to the existing uniform as it now stands, the County shall be required to pay for the initial cost of such items.

2. Each employee shall receive a safety allowance of \$100 per annum; \$50 shall be paid on or about May 1 and \$50 shall be paid on or about November 1 of each year. Effective July 1, 1993, the safety allowance shall be increased to \$150 per employee per annum, one half to be paid on or about May 1 and the other half to be paid on or about November 1 of each year.

ARTICLE VI

OVERTIME

1. Overtime at the rate of time and one-half shall be paid whenever any employee works more than 8 hours per day, the 8 hours including lunch, or 40 hours per week of credited time. In the event that an employee has exhausted his credited leave time, he shall not be paid overtime until he has worked 40 hours of credited time during the scheduled 40 hours work week. Any stipend heretofore provided for overtime work shall not be continued after the changeover to the 8 hour work day on January 1, 1985.
2. The normal work day for all personnel shall be eight (8) hours a day inclusive of the one-hour lunch period, and the normal work week shall be 40 hours per week. Only overtime which is approved and verified by a supervisor will be paid.
3. Any employee who works a weekend assignment shall receive one day off in the following week plus one-half day's pay for each day worked, or time and one-half in pay for each day worked, at the discretion of the Sheriff.
4. Overtime pay shall be paid no later than the second pay day of the month following the submission of the voucher for the overtime worked.
5. Extraditions.
 - (a) Whenever an employee is required to go on an overnight extradition trip, he shall be paid for (4) hours per day at the rate of time and a half, in addition to his normal day's pay. If an employee is sent out on a weekend night on an extradition, he shall be guaranteed eight (8) hours pay at time and a half for each night that he is away.
 - (b) In the event an Employee returns from an extradition trip after normal

working hours, he shall receive time and a half for each hour after the normal working day (8:30 a.m. to 4:30 p.m.), but for not more than four (4) hours.

ARTICLE VII

AUTOMOBILE ALLOWANCE

1. Officers assigned to the Administrative Division, Civil Division, Criminal Investigation Division (exclusive of the Bureau of Criminal Identification) and any other permanent Plain Clothes assignment shall make available, as a condition of continued assignment, a personal vehicle in proper working order in connection with their employment, as per past practice. It shall be required that this car be used for in and out of county travel.
2. A monthly stipend in the sum of \$200.00 per month shall be paid to the officers for the purpose of defraying the costs of fuel, insurance, repairs and depreciation of the vehicle. There shall be no requirement that the monthly stipend be based upon actual mileage traveled.
3. All personnel not covered by paragraph 1 of this Article who are required by the Sheriff to use their personal vehicle in connection with their employment shall receive \$10.00 a day for each day of use, to a maximum of \$200.00 per month.
4. Pursuant to County regulation and statute, the officer may be required to submit a voucher on a monthly basis, but the voucher shall not specify mileage.
5. Employees may be required to properly install such equipment necessary, supplied by the County, and installed at County expense.
6. In the event an officer works less than fifteen (15) days in any month, the payment shall be reduced by \$10.00 for each working day less than fifteen (15).

7. In addition to the stipend set forth in paragraph 3 above, the mileage allowance for out-of-county travel shall be \$.16 per mile. Employees shall submit vouchers for reimbursement for out of county travel.

8. There shall be no retroactive payments due to any change in the submission procedure resulting from the implementation of this Article. The new submission procedure shall become effective on the first day of the month following the signing of the Agreement by all signatories.

ARTICLE VIII

HOLIDAYS

1. The days listed in Schedule A shall be recognized as paid holidays.
2. When a holiday is celebrated on a Sunday, the following Monday shall be considered the holiday. When a holiday is celebrated on Saturday, the prior Friday shall be considered the holiday.
3. Employees shall be paid at straight-time base rates for listed holidays exclusive of any other differentials or payments based on his regularly scheduled work day.
4. It is expressly understood that the County may require any employee to work on any holiday in the event the nature of the work so requires.
5. An employee on leave of absence without pay shall not be entitled to pay for any holiday occurring during such leave. An employee on leave of absence with pay shall not be entitled to additional pay for any holiday occurring during such leave.
6. In the event an employee covered by this Agreement is required to work on a legal holiday or a day declared to be a holiday by the Board of Chosen Freeholders of the County of Essex, the President, Congress or the Governor, the employee shall be paid an extra day's pay for each holiday worked. Payment shall be made within thirty (30) days of the holiday worked.

ARTICLE IX

VACATIONS

1. Employees shall be granted vacation leave with pay subject to the approval of the Sheriff as follows:

(a) During the first twelve months of employment, one working day's vacation for each month completed.

(b) During the second through fifth years of employment, twelve working days.

(c) During the sixth through the fifteenth year of employment, fifteen working days.

(d) During the sixteenth through twentieth year of employment, twenty working days.

(e) During the twenty-first year and thereafter, twenty-five working days.

2. Upon celebrating the fifth, fifteenth and twentieth years service, an employee shall be granted the additional vacation during the calendar year in which the employee celebrates that anniversary.

3. In scheduling requested vacation periods, seniority shall prevail as per past practice. The scheduling of any vacation request is subject to the approval of the Sheriff.

4. Vacation time must be utilized in the year in which it is earned except in the event the employee's request is refused by reason of the manpower needs of the Agency. In the latter event, vacation time may not be accrued beyond the next calendar year. However, employees with more than five (5) years of continuous service may carry over one (1) year's

vacation or part thereof on condition that all vacation leave is utilized in the succeeding year.

This shall not prevent employees from continuing the practice of year end vacations.

5. Part-time and seasonal employees are not eligible for any vacation benefits.

6. Holidays falling within a scheduled vacation period shall not be lost by the employee and may be taken at a later time subject to the advance approval of the Sheriff.

7. In the event of the death or normal retirement of any employee covered by this Agreement, there shall be no proration of vacation in the year in which that event occurs and the employee or his estate shall be paid the number of remaining unused vacation days for which the employee is eligible times the employee's daily rate of pay in effect at the time the vacation was earned.

8. If any employee resigns and has more than fifteen (15) years service and is eligible for retirement pursuant to the requirements of his pension program, then, and in that event, he shall be paid the full amount of unused vacation time due and owed him in that calendar year without proration.

9. An employee celebrating the fifth, fifteenth or twentieth anniversary will be granted the additional vacation during the year in which he reached the anniversary date.

ARTICLE X

HOSPITALIZATION, MEDICAL-SURGICAL AND MAJOR MEDICAL INSURANCE

1. Hospitalization and Medical-Surgical (Blue Cross and Blue Shield) and Major Medical Insurance shall be paid for by the County except as set forth below. The insurance and premium payment therefore shall cover the employee, his spouse and any dependent members of this family, under the age of 23 years, living at the employee's home, except as set forth below. The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are not less than those provided by the County on December 31, 1979. Effective thirty (30) calendar days after ratification of this agreement by the Essex County Board of Chosen Freeholders, the County of Essex shall have the right to implement the following:

(a) Pre Admission Review, as set forth in Schedule B, attached hereto and made a part hereof;

(b) Second Surgical Opinion, as set forth in Schedule B;

(c) Twenty (20%) Percent Co-pay for Dependent Coverage only:

(1) This coverage will apply to "New Hires Only". For the purpose of this provision "New Hires" shall be defined as employees hired after the signing of the Contract by both parties. All sheriff's officers, sheriff's investigators, identification officers, court attendants and sheriff's provisional officers working for the County on the date of the signing of the contract by both parties will be considered "vested" in the current health care coverage and will not be required to pay a 20% co-pay for dependent coverage even if any one is laid off after the signing of the contract and then rehired by the County. (Schedule C)

(2) The twenty (20%) percent co-pay will be capped at the applicable 1993 rate (for employee/child, employee/spouse, and family). The County will supply certification of 1993 rates which will be subject to challenge by PBA Local 183 as to accuracy.

2. A prepaid Drug Prescription plan paid for by the County shall be continued in effect. The County reserves the right to select the insurance carrier who shall provide such benefits. Effective thirty (30) calendar days after ratification of this agreement by the Essex County Board of Chosen Freeholders, the County of Essex shall have the right to implement the following:

- (a) one dollar (\$1.00) co-pay for generic drugs; and
- (b) five dollar (\$5.00) co-pay for non-generic drugs.

3. Upon retirement, an employee who is a member of the Essex County Pension Program may continue his New Jersey Blue Cross-Blue Shield insurance, or its successor's insurance, and \$4,000.00 life insurance by paying group rate premiums therefor.

4. The County may change insurance carriers or become self-insured, so long as it does not reduce existing benefits.

5. In the event that any other Essex County employee organization shall receive a dental insurance program, either voluntarily or by arbitration award, this Agreement may be reopened for further negotiations concerning this benefit upon request of the PBA.

6. Effective January 1, 1988, there shall be an employee development fund available for qualifying retirees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

A. Eligibility: Employees must have been actively employed for the County of Essex on or after January 1, 1987; and must retire on either a disability pension or after 25 years or more service in police service, the last ten (10) of which shall be 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 for those retirees meeting the aforesaid eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

B. Fund: This fund shall become effective January 1, 1988, payments from the fund shall be made on December 31st, if the qualifying retiree has submitted acceptable proof of purchase of health insurance for that calendar year. The County shall be obligated to pay a maximum of \$600.00 per year per qualifying retiree, unless the cost of the health insurance purchased by the retiree is less, in which case the payment from the fund shall be in the same amount.

In no event, however, shall the total contribution by the County to all qualifying retirees exceed half of one percent of the total base salaries paid to all sheriff's officers covered by the terms of this agreement, during any calendar year in which this plan is in effect.

In the event that the amount of this stipend is reduced or even eliminated in subsequent agreements, the change in practice shall apply to those persons already retired.

C. Duration: This stipend for those retirees who qualify, shall only be

provided until the eligible retiree reaches age 65.

7. With regard to Paragraphs 1 and 2 of this article, the County shall provide written notice to the Union President of the implementation of Pre-admission Review, Second Surgical Opinion and the increased Drug Co-Pay.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definitions

The term "grievance" shall mean an allegation by the PBA that there has been:

1. A misinterpretation, misapplication or violation of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contract grievance" and shall include disciplinary action; or

2. Inequitable, improper, unjust application, misinterpretation or violations of rules or regulations, existing policy, or orders applicable to the Sheriff's department, which shall be processed up to and including the Sheriff or his designee, and shall hereinafter be referred to as a "non-contractual grievance".

C. Presentation of a Grievance

The County agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and two (2) union representatives who are employees of the County at the appropriate step.

D. Steps of the Grievance Procedure

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement.

STEP 1

(a) Grievance arising solely from actions taken by the County Executive shall be filed by the PBA with the County Administrator with a copy to the Sheriff.

(b) Grievance arising solely from actions taken by the Sheriff or his staff shall be filed by the PBA with the Sheriff.

(c) The grievance shall be filed in writing to the appropriate official with a copy of the grievance to the Labor Relations Office within thirty (30) calendar days of the occurrence of the grievance. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

(d) The appropriate official shall render a decision in writing within fifteen (15) calendar days after receipt of the grievance. Failure to respond within the said fifteen days shall be deemed to be denial of the grievance.

BINDING ARBITRATION

1. In the event the grievance is not resolved or no response is given within the time provided at Step 1, the grievance may be referred to binding arbitration only if each and every one of the following conditions is met.

(a) The request for arbitration shall be filed in writing with the State Board of Mediation with copies to the County Executive and the Sheriff;

(b) The PBA and only the PBA may file for arbitration;

(c) The request for arbitration must be filed within twenty (20) calendar days of the response or time for response at Step 1;

(d) The grievance is a contract grievance within the meaning of section B.1 of this Article.

2. Nothing in this Agreement shall be construed as compelling the PBA to submit a grievance to arbitration or to represent an employee before the Department of Personnel. The PBA's decision to submit a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.

3. Where the grievance arises from facts which would permit the individual grievant to appeal to the Department of Personnel, the arbitration procedure shall be optional. If any appeal is filed with the Department of Personnel, the processing of the grievance shall cease and the grievance withdrawn and, if necessary, the matter withdrawn from arbitration.

4. No arbitration hearing shall be scheduled until such time as the time limits for appeal to the Department of Civil Service have expired, usually no later than twenty (20) days from the date of the action complained of.

5. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not elected. The selection will be made in writing at the appropriate time on the grievance form.

6. The parties shall meet at least twenty (20) calendar days prior to the date of the arbitration hearing to attempt to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. The failure to have such a meeting shall not affect the scheduled date of the arbitration hearing.

7. The decision and award of the arbitrator shall be in writing and shall be final and binding to the extent permitted by and in accordance with applicable law and this Agreement.

8. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement, and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine himself/herself to the precise issue submitted for arbitration.

9. The costs of the services and expenses of the arbitrator shall be borne equally by the County and the PBA. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

10. The hearing shall be conducted in accordance with the rules of the New Jersey State Board of Mediation.

11. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after selection and shall issue the opinion and award within a reasonable period of time after the close of the hearing.

12. The filing of a grievance shall not stay any disciplinary action.

13. The parties may mutually agree in writing to extend any time limit at any Step of this procedure.

14. The Union's failure to submit a grievance shall not constitute a waiver or estoppel as to the Union's right to grieve subsequent grievances.

ARTICLE XII

UNILATERAL CHANGES

There shall be no unilateral changes in the terms and conditions of employment of employees covered by this Agreement without notice to and negotiations with the Association. However, the employer shall not be required to make any concessions. Any dispute concerning any change in any term or condition of employment which cannot be settled by the parties shall not be cause for any job action, but the same shall be processed through the grievance procedure of this Agreement.

ARTICLE XIII

STANDBY TIME

Any employee covered under this Agreement who is assigned to standby, i.e., to remain available and subject to call for duty while off duty, shall be compensated at the rate of two (2) hours' pay per day straight time when so assigned on weekdays -- Monday through Fridays -- and for (4) hours' pay per day straight time when so assigned on Saturdays, Sundays and holidays. If actually called for duty, he shall be compensated at the rate of time and one-half for such time spent on duty.

ARTICLE XIV

SICK LEAVE

1. Sick time shall be defined as a required absence from work due to a personal illness, accident, exposure to contagious disease or required emergency attendance upon a member of the employee's family who is seriously ill; or due to death in immediate family which is not covered by bereavement leave (Article XXVI). Immediate family includes father, mother, step-father, step-mother, husband, wife, child, foster child, sister, brother, mother-in-law or father-in-law. It shall also include relatives of the employee residing in the employee's household.

2. Sick time is not compensatory time or overtime. It can only be used for legitimate illnesses. Misuse of sick leave will lead to disciplinary action.

3. Full-time employees shall earn sick time at the rate of 1.25 days per month of completed service or fifteen (15) days per year after the first twelve (12) months of employment. During the first twelve (12) months of employment, sick leave shall be earned at the rate of one (1) sick day per month or twelve (12) days. Unused sick leave shall accumulate without limitation.

4. Employees shall notify their immediate supervisor of absence due to illness at least 15 minutes prior to the employee's starting time.

5. Employees absent for five (5) or more consecutive working days may be required by the Sheriff to present a medical certificate to their supervisor upon return to work. The certificate shall state the nature of the sickness, accident, or injury and shall certify that the employee is capable of performing his/her normal employment activities and that his/her

return will not jeopardize the health of other employees.

6. The Sheriff may request a medical certificate for absence of less than five (5) working days if he believes an employee is abusing sick time.

7. Upon ordinary service retirement each employee shall receive one day's pay at the then prevailing rate for each five (5) days of accumulated unused sick leave not to exceed a total sum of forty-five (45) days' salary. This payment shall be made at the time of retirement and shall not be considered as part of the employee's annual salary.

8. Pregnancy disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave.

ART XIV

SICK leave

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ARTICLE XV

PERSONAL LEAVE

1. Effective January 1 of each calendar year of this Agreement, each employee shall be entitled to three (3) personal leave days per calendar year with pay.
2. Except in the event of personal emergency or permission from the Sheriff or his designee, the employee shall submit a written request for such days off at least three (3) days prior to the requested leave.
3. Personal leave may be scheduled in units of one-half (1/2) day or multiples thereof and may be taken in conjunction with other types of paid leave.
4. Such leave shall not accumulate. Unused balances in any year shall be cancelled, except where the employee's requests for such days have been denied.
5. Requests for such leave may be granted provided there is no interference with the proper conduct of the government function involved.
6. Priority in granting such requests shall be (1) emergencies, (2) observation of religious or other days of celebration, but not holidays, (3) personal business and (4) other personal affairs.
7. Where, within a work unit, there are more requests than can be granted for use of this leave for one of the purposes above, the conflict will then be resolved on the basis of County seniority and the maximum number of such requests shall be granted in accordance with the provisions of Section 5.

ARTICLE XVI

EXTENT OF COUNTY LIABILITY

Whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the County shall assume responsibility for, or defray the cost of, defending such action as set forth below.

Procedures

An employee who feels he/she may be entitled to the protection granted hereunder shall notify the county counsel, in writing, within one week of receipt of the summons or complaint, or indictment, or any other document indicating that a legal proceeding has been instituted against the employee. Such notification must advise the county counsel that the employee has received these documents, that the employee feels he/she is entitled to coverage pursuant to this Agreement, and must also include, as an attachment, a copy of the summons and complaint, or indictment, together with any other documents received; plus a copy of any and all reports filed by the employee concerning the incident underlying the legal proceeding. Failure of the employee to comply with this requirement shall constitute a waiver on the part of the employee of any claim against the county for reimbursement of the costs of defending the action.

The county counsel shall review the documents provided by the employee and determine if the employee is entitled to coverage hereunder. If the county counsel determines that the employee is entitled to coverage, the county counsel will then determine if the county counsel shall provide the defense of the proceeding or if the defense must be provided by private counsel. In the event county counsel determines that the employee is entitled to

counsel pursuant to this Agreement, but the county counsel is unable to provide the employee with a defense to the legal proceeding, the employee will be advised by the county counsel to retain private counsel to represent him/her in the legal proceeding, such private counsel to be compensated according to the terms set forth below. In this circumstance, the employee shall direct the private counsel selected to contact the county counsel in order to make an agreement concerning the fee arrangement of the representation.

In the event the county counsel determines either that the acts giving rise to the legal action do not entitle the employee to private counsel or to have his/her expenses defrayed under this provision, or that the county does not have sufficient information to make this determination prior to termination of the legal proceeding, then, if the employee wishes to preserve his/her right to later challenge such decision, or to apply for reimbursement, the employee shall direct his/her attorney to contact the county counsel in order to make an agreement concerning the terms of potential reimbursement. In no event shall private counsel be paid unless the county counsel has agreed to a reimbursement rate for his/her services in writing prior to the performance of those services, and private counsel has agreed in writing to work according to the terms specified below.

Private attorneys employed pursuant to this provision will be paid either a lump sum fee, as set forth below, or at a rate not to exceed \$45.00 per hour of attorney time. In the event that an hourly rate is agreed to, the attorney shall keep accurate and complete records of the hours spent on the case (to include the date and nature of services performed with regard to all time) from the outset of the case, and shall submit an affidavit of services to the county counsel at the conclusion of the case setting out the detailed time information. No

payment will be made by the county unless this detailed affidavit of services is submitted. The county counsel shall review this affidavit and authorize payment if he determines that the requirements of this section have been met. The county counsel may disapprove of any payment for any attorney hours which the county counsel concludes are in excess of a reasonable number for the services which were rendered in the case.

In the alternative, if the employee, his/her attorney and county counsel agree that a reasonable fee can be established in advance, then the parties may enter into an agreement reflecting the lump sum to be reimbursed in the event that the county is deemed liable, the basis for said sum, and the records to be maintained by the attorney in connection with the case.

As a convenience to employees, the county counsel will make an effort to maintain a list ("pool") of private attorneys who are available to be retained by employees at a rate of \$45.00 per hour.

ARTICLE XVII

NON-DISCRIMINATION

1. The County and the PBA agree that the provisions of this Agreement shall be applied equally to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.
2. The County agrees not to interfere with the right of employees to become members of the PBA. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any employee covered by this Agreement because the PBA membership or non-membership in the PBA or because of any lawful activity by such employee permissible under law or this Agreement on behalf of the PBA. The PBA, its members or agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the PBA.
3. The PBA recognizes its responsibility as exclusive collective bargaining representative.

ARTICLE XVIII

LOCAL 183 ACTIVITIES

1. The President of Local 183, or his designee, may process grievances of Local 183 while on working time.

ARTICLE XIX

BULLETIN BOARD SPACE

1. Space for bulletin boards will be provided to the PBA only for posting of notices pertaining to PBA business to enable employees of the bargaining unit to see notices posted thereon when reporting or leaving their work stations, or during their rest periods. All notices shall be posted by the President of the PBA or his designee and shall relate to matters listed below:

- (a) PBA recreational and/or social affairs;
- (b) PBA appointments;
- (c) PBA election;
- (d) Results of PBA elections;
- (e) PBA meetings;
- (f) Reports of PBA committees; and
- (g) Any other material authorized by the County and the President

of the PBA or his designee.

2. No material of a scurrilous or political nature will be posted.

ARTICLE XX

EDUCATION BENEFITS

1. Employees covered by this Agreement shall be eligible for the same benefits for additional education credits received in accordance with the program established for Correction Officers. Such benefits shall be frozen at the current level of \$2,580 per year. Effective January 1, 1994, a full increment (for 60 completed credits) shall be increased from \$2,580. to \$3,331. Effective January 1, 1994, a half increment (for 30 completed credits) shall be increased from \$1,290 to \$1,665. The current practice regarding payment procedure shall continue.

2. Bargaining unit employees hired after May 1, 1988 shall not become eligible for the educational increment until one year from the date of hire or completion of formal police training, whichever shall first occur.

ARTICLE XXI

LONGEVITY

1. Pursuant to the Resolution of the County dated July 25, 1974, the longevity increment program will be continued in effect for all permanent employees on the payroll as of December 31, 1974, but will be discontinued for all employees hired after December 31, 1974.

2. All longevity increments due on or after January 1, 1976, shall be calculated on the basis of the regular salary increment in effect on December 31, 1975, and shall not be thereafter modified.

3. Longevity increments will be paid as heretofore, namely, beginning with the pay period following the anniversary date of employment.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by the PBA, the County Executive, the Board of Chosen Freeholders, and the Sheriff.

ARTICLE XXIII

SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XXIV

FAIR SHARE REPRESENTATION FEE

1. The County will continue to deduct and pay the PBA the fair share representation fee, equal to a maximum of eighty-five percent (85%) of dues and assessments, which shall be withheld in accordance with applicable law. Only the PBA as majority representative shall be entitled to deduction and payment of the fair share representation fee. The PBA shall indemnify the County from all liability resulting from and/or caused by dues deduction or fair share representation fee. The PBA will fully comply with the provisions of N.J.S.A. 34:13A-5.6.

2. Upon implementation of the County's new computer system, the County will hold back one (1) week's pay through a payroll holdback system. The procedure for holdback will be consistent with that employed on a county-wide basis.

ARTICLE XXV

DEVELOPMENT FUND

Effective July 1, 1993 a Development Fund shall be established. The County shall contribute \$250.00 for each employee in the bargaining unit for 1993 and every year thereafter.

It is understood that the administration of this fund shall be the entire responsibility of the Union. The Union shall indemnify and hold the County and the Sheriff harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken or not taken by the County and/or the Sheriff for the purpose of complying with the provisions of this Article.

ARTICLE XXVI

BEREAVEMENT LEAVE

Effective upon ratification of this agreement by the Essex County Board of Chosen Freeholders, up to three (3) bereavement days, with pay, shall be provided for each death in the immediate family with proper verification. "Immediate family" shall mean the following: parent of employee or spouse, sibling of employee or spouse, child of employee or spouse, spouse of employee, guardian of employee or spouse, grandparents of employee or spouse.

ARTICLE XXVII

TERM OF THIS AGREEMENT


This Agreement shall be effective as of and fully retroactive to January 1, 1992, except as provided herein, and continue in full force and effect until the later of December 31, 1994 or until a new substituted Agreement is negotiated and executed. The parties agree that negotiations for the new Agreement shall commence in June of 1994 for a successor Agreement, provided notice is given in writing by either party.

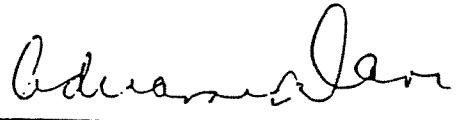
IN WITNESS WHEREOF, the parties have hereto caused the presents to be signed

and attested to this _____ day of _____, 1993.

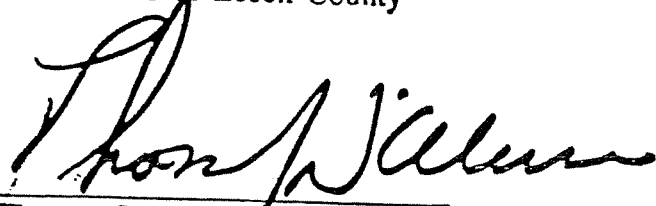
COUNTY OF ESSEX

ATTEST:

BY: 
Armando B. Fontoura
Sheriff

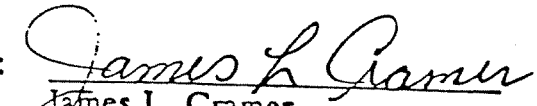
BY: 
Adrienne Davis, Clerk
of the Board of Chosen
Freeholders of Essex County

ATTEST:

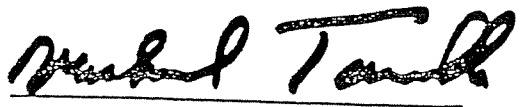
BY: 
Thomas J. D'Alessio
County Executive

NEW JERSEY STATE
POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL 183

ATTEST:

BY: 
James L. Cramer
President

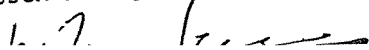
ATTEST:

BY: 
State Delegate

sjkVPBA.AGA

APPROVED AS TO FORM

Essex County Counsel



SCHEDULE A

HOLIDAYS

Columbus Day

Thanksgiving Day

Friday after Thanksgiving Day

New Year's Day

Lincoln's Birthday

Good Friday

Independence Day

Veteran's Day

Christmas Day

Martin Luther King Day

Washington's Birthday

Memorial Day

Labor Day

Election Day

SCHEDULE B

Utilization Management Programs

Pre-Admission Review

Pre-Admission Review was established to provide a balanced and comprehensive professional review process with the objective of reducing unnecessary hospital admissions and procedures. Registered nurses trained and certified in utilization review, in conjunction with staff physicians, conduct the process which allows for the development of flexible and highly individualized program to meet the needs of the County of Essex and the employees. Experience shows that a peer discussion process (physician to physician) is the only effective way to gain true cooperation from the providers affected by the process.

The pre-certification process is implemented as a monitoring tool in the total case management process by facilitating early intervention which allows the review process to influence the site of care and the utilization of medical resources and services associated with the diagnosis. Early intervention by the Peer Review process fosters a spirit of cooperation which paves the way for the efficient resolution of the review process.

The total "utilization management" process includes the pre-certification "point of entry", concurrent follow-up review throughout the confinement, discharge planning, and short-term case management following discharge. When the process identifies those situations of catastrophic potential and those which are likely to reach the stop-loss threshold, large case management can be recommended.

Benefits to the Employee

- Maximizing employees' health care benefits
- Ensuring the highest quality of treatment for employees and their families
- Eliminating unnecessary procedures and excessive hospital stays
- Providing employees with a confidential Patient Advocate Line where questions about health care can be answered by health care professionals.

All that is required is that the employee or provider call a toll-free number prior to planned hospital admissions, and within two working days of emergency admissions. Additionally, employees are asked to notify the Medical Review Specialist of maternity care within the first three months of pregnancy. This will allow the Medical Review Specialist to screen for and identify situations that are at high risk for complications of pregnancy and/or premature births. As part of the early intervention component for pregnant women, information will be gathered to better identify the risk factors which will then be shared with the patient's physician.

An effective utilization management program must be carried out by

Commonly Asked Questions About Pre-Admission Review

1. What is Pre-Admission Review?

Pre-Admission Review (PAR) is a program through which you will be advised in advance of a hospital admission, whether inpatient care is necessary for your condition.

PAR is designed to encourage outpatient care when medically appropriate.

Basically, the program is designed to promote health care in an appropriate setting and, at the same time, control health care costs. In essence, it aims to manage health care treatment.

2. How does it work?

If hospitalization is recommended, you must have your doctor call PAR medical review specialists, (doctors and nurses) using the toll-free number:

These medical review specialists will review your case and, based on established medical criteria, determine the proper place of care.

If inpatient hospitalization is determined to be appropriate, the PAR medical specialists will send a copy of the written authorization to you, your doctor, and the hospital.

The PAR medical specialists may determine that another setting (e.g. hospital outpatient department, doctor's office, surgical center), is medically appropriate for your condition. If so, they will notify you in writing that the requested inpatient admission has been denied and they will suggest other available alternatives.

Please note: A Pre-Admission Review is not necessary for maternity deliveries (vaginal or cesarean).

3. Will participation in the PAR program alter my benefit payment?

Your benefit payment depends on your individual situation. As long as PAR procedures are followed and your inpatient hospitalization is approved, the County of Essex will pay full benefits in accordance with the terms of your health benefits plan. If you follow the PAR procedures and your inpatient admission is denied, you can still be assured of payment, in accordance with your health benefits plan, for the service performed in an alternate outpatient setting. *How*

M.T. J.K.

~~If you decide to enter the hospital as an inpatient after receiving a denial, covered hospitalization benefits will be reduced by 25% to a minimum penalty of \$500.~~

If you think the denial is unfair, you or your doctor may request a second review by a different team of medical professionals.

4. What happens if I don't follow the PAR program procedures and I am admitted to the hospital as an inpatient?

One of two things can happen:

If it is determined afterwards that the admission was necessary, you will be liable for a portion of the covered hospital charges that the County of Essex would otherwise have paid.

~~If the PAR medical specialists determine that the admission was not necessary, covered hospitalization benefits will be reduced by 25% to a minimum penalty of \$500.~~

5. What if my physician does not call PAR medical specialists?

If your physician does not call, you can call the PAR medical specialists yourself and provide the necessary information. One of the PAR nurses will call your physician for verification and will obtain any additional information that is needed.

6. If my doctor schedules me for surgery in an outpatient setting, do I need PAR?

No, PAR is only necessary when your doctor requests that you be admitted to the hospital as an inpatient (overnight stay).

7. What happens if I have to be admitted to the hospital on an emergency basis?

Either you, a family member, your doctor, or a hospital representative must notify the Referral Center of an emergency admission within forty-eight (48) hours.

8. What happens if complications arise from an outpatient surgery and I have to be admitted to the hospital?

If complications arise during an outpatient surgery, making an inpatient stay medically necessary, full benefits will be paid in accordance with the terms of your plan. You must, however, call the Referral Center within forty-eight (48) hours.

MANDATORY SECOND SURGICAL OPINION PROGRAM?

1. What is the Mandatory Second Surgical Opinion Program?

The Mandatory Second Surgical Opinion Program (MSSOP) is a program that covers the cost of a second opinion by a qualified specialist when surgery has been recommended to a patient.

The program is designed to promote quality health care and, at the same time, control health care costs. Also, as an informed patient you can make a better decision when faced with surgery. In many cases, an unnecessary surgery can be avoided.

A list of the surgeries for which you must obtain a second opinion is included.

2. How does the Mandatory Second Surgical Opinion Program work?

If you or a family member is advised of the need for surgery by a physician:

Call the Second Opinion Referral Center TOLL-FREE number.

You will be given the names of board-certified cooperating second opinion specialists in your area.

Choose one of them and advise the Referral Center of your choice and the date and time of the appointment.

The Referral Center will mail out a special claim form and a letter confirming the appointment to the doctor.

Keep the appointment (or advise the doctor of cancellation).

After the doctor renders the second opinion, he or she will send the completed form to the Referral Center.

3. If the second opinion specialist says I do not need surgery, can I have the surgery anyway?

Yes, the program requires only that you obtain a second opinion. The second opinion does not have to confirm the need for surgery. The final decision to have surgery lies with you, the patient. If the opinions conflict, you can obtain a third opinion which would also be covered under this program. Just call the Second Opinion Referral Center and follow the same procedure you used for a second opinion.

4. What happens if I wait a while after getting a second opinion and then decide to have surgery?

The second opinion is valid on your records at the Referral Center for 90 days. If you schedule surgery after 90 days have elapsed, you must call the Referral Center again to update your records.

5. How much will it cost for the second opinion?

Nothing. If you follow the program guidelines and select one of the doctors from the Referral Center, the cost of the second opinion (and the optional third) is paid in full by the County of Essex.

6. Which surgical procedures are part of the Mandatory Second Surgical Opinion Program?

| | |
|----------------------------------|---|
| ARTHROSCOPY | Examination of JOINT using a scope (may include meniscoectomy) |
| CATARACT SURGERY | Surgical removal of cataract (clouded lens) from the EYE. |
| CHEMONUCLEOLYSIS OF DISK | Destruction of VERTEBRAL DISK by injection |
| CHOLECYSTECTOMY | Removal of GALLBLADDER (may include examination of bile ducts) |
| CORONARY ARTERY BYPASS SURGERY | Insertion of vein graft to bypass an obstructed HEART ARTERY |
| EXCISION OF INTER-VERTEBRAL DISK | Removal of a herniated DISK (including excision of disk with fusion) |
| HYSTERECTOMY | Removal of Uterus |
| MASTECTOMY | Surgical removal of BREAST (or portion) |
| MENISCETOMY | Removal of cartilage from the KNEE |
| PROSTATECTOMY | Removal of all or part of the PROSTATE |
| RHINOPLASTY | Surgery of NOSE to correct deformities (includes submucous resection) |
| SEPTECTOMY WITH RHINOPLASTY | Removal of an obstruction of the NOSE (includes submucous resection) |
| SPINAL FUSION | Joining of VERTEBRAE for immobilization |
| TONSILLECTOMY | Removal of the TONSILS |

7. What happens if I do not obtain a second opinion?

Coverage for surgery is reduced by 20% to a maximum of \$500.

8. What if my doctor advises me to have a surgery not on the mandatory list, but I want a second opinion?

It is very important to call the Second Opinion Referral Center to discuss the particular procedure. In most cases your health benefits plan will allow for payment, but some surgery is not covered for a second opinion, for example:

- Cosmetic surgery
- Dental surgery
- Minor surgery (i.e. removal of sebaceous cyst)
- Surgery ineligible by your health benefits plan
- Sterilization procedures
- Emergency surgery
- Surgery that is performed on an already hospitalized patient

9. Why do I have to go to one of the Referral Center's doctors?

By using the Referral Center's physicians the County of Essex can:

- guarantee that claims will be paid properly;
- eliminate payment by subscribers for the second opinion consultation; and
- be assured that the cooperating specialist is board certified. Physicians who participate in the program are certified and meet certain criteria.

10. Does the second opinion doctor contact my original doctor?

We ask the specialist giving the second opinion consultation not to contact the original physician to discuss findings or recommendations except with the consent of the patient.

11. What if the second opinion specialist wants to take more tests and/or x-rays? Are these charges covered also?

In most cases the County of Essex will ask that the specialist not order additional x-ray and laboratory procedures when satisfactory studies are already available. However, there are times when the specialist might feel additional tests are needed. The specialist must call the Referral Center if additional tests are requested.

12. Why can't the second opinion doctor perform the surgery? What if I like him/her better?

Yes, You must still obtain PAR from the PAR medical specialists. Your physician should call the toll-free number.

If you are traveling out-of-state, and need to be admitted to a hospital for maternity delivery, you do not have to obtain PAR. Otherwise, PAR procedures must be followed.

10. Are all members of my family required to participate in the PAR Program?

Yes. You and your covered dependents are required to follow the procedures of the PAR program.

11. Why has the County of Essex decided to include this program in our health benefits package?

This program has been included as an effort to promote health care in the appropriate setting and control health care costs. It is important to hold down costs so that we can continue to offer quality health benefits. By participating in this program, together we can influence the way health care is delivered without reducing benefits.

HOSPITAL TRANSFERS

An inpatient being transferred from one hospital to another is considered a new admission. A call to the Referral Center must be placed within 48 hours, or the next business day, advising us of this transfer.

OUTPATIENT SURGICAL PROCEDURES

If you are admitted to a hospital as a result of complications from outpatient surgery, a call to the Referral Center must be placed within 48 hours, or the next business day, advising of the admission.

NEWBORN EXTENDED STAYS

A newborn child's stay in the hospital is considered part of the mother's maternity admission and is not subject to Pre-Admission Review. However, if the newborn child remains in the hospital after the mother is discharged, this is considered a new admission and a call must be placed

Part of the arrangement between the County of Essex and the specialists participating in the program, is an agreement that the specialist will not perform the surgery. This was done to help the second opinion physician make an unbiased diagnosis. If the physician knows he cannot perform the surgery, he or she will not sway the patient to have unnecessary surgery.

13. Are doctors aware of this program?

Yes, they are aware of it and most of them accept it. Doctors realize that the thrust on health care is toward cost containment and patient involvement. As a result of programs like theirs, they deal with more informed, more relaxed patients. Doctors also are aware that some programs are mandatory and that their payments might be reduced if the second opinion was not given. The Referral Center receives many calls from physician's offices asking if specific procedures need a second opinion. They also receive many requests from physicians who wish to join this program as a second opinion specialist.

14. If I am rushed to the hospital in an emergency or if it is determined that I need surgery while hospitalized, do I need a second opinion?

No. If you need surgery while you are hospitalized regardless of your admitting diagnosis, second opinions are not required or allowed. Also, you do not need a second opinion if you are admitted to the hospital for emergency surgery.

15. What if I live out-of-state?

The Referral Center has physicians who provide second opinions for locations outside of New Jersey. If you live out-of-state and require a second opinion, you must call the Referral Center.

16. Why has this program been included in our health benefits package?

This program has been included as an effort to control health care costs. Research has shown that many employees with mandatory second opinion programs in place have experienced substantial savings from these programs. How? The fact is that some elective surgery may not be necessary, yet it always involves some risk and expense. Approximately 20% of elective surgery will not be confirmed as necessary when a second opinion is obtained. When appropriate, alternative treatments may replace surgery, which in turn

Schedule C

| <u>Last Name</u> | <u>First Name</u> | <u>Title</u> | <u>Employ Date</u> | <u>Status</u> |
|------------------|-------------------|-------------------|--------------------|---------------|
| Acavedo | Jose | Sheriff's Officer | 01-31-89 | PA |
| Acavedo | Corpus | Sheriff's Officer | 04-11-88 | RA |
| Adubato | Christopher | Sheriff's Officer | 02-07-83 | RA |
| Allgoler | John S. | Sheriff's Officer | 01-21-92 | RA |
| Angrisani | Guy | Sheriff's Invest. | 05-07-90 | UA |
| Apicelli | Fred | Sheriff's Invest. | 09-24-90 | UA |
| Aullal | Vincent | Sheriff's Invest. | 03-09-92 | UA |
| Azilz | Hamza | Sheriff's Officer | 04-05-93 | PA |
| Bailey | Robert | Sheriff's Officer | 08-31-87 | RA |
| Balsamo | John | Sheriff's Officer | 07-28-86 | RA |
| Barrell | Donald | Sheriff's Officer | 07-23-84 | RA |
| Barlolotta | John | Sheriff's Officer | 09-30-85 | RA |
| Battista Jr. | Ralph | Sheriff's Officer | 07-11-88 | RA |
| Battila | Gregory | Sheriff's Officer | 03-07-88 | RA |
| Bell | David | Sheriff's Officer | 10-21-74 | RA |
| Bellina | Carmina | Sheriff's Officer | 05-04-70 | RA |
| Bennet-Urlicl | Marilyn | Sheriff's Officer | 12-09-85 | RA |
| Birmingham | Michael | Sheriff's Officer | 05-15-89 | PA |
| Bernard | Arnold | Sheriff's Officer | 12-09-85 | RA |
| Bernard | Delores | Sheriff's Officer | 05-15-89 | RA |
| Best | Trent | Sheriff's Officer | 07-14-86 | PA |
| Bellin | Michael | Sheriff's Officer | 06-29-87 | RA |
| Bradley | Thomas | Sheriff's Officer | 04-23-90 | PA |
| Bradley | George | Sheriff's Officer | 08-26-74 | RA |
| Bradley | James | Sheriff's Officer | 05-23-88 | RA |
| Bramucci | Dante | Sheriff's Invest. | 06-06-90 | UA |
| Bright | Michael | Sheriff's Officer | 08-19-91 | RA |
| Brithanta | John | Sheriff's Officer | 04-26-93 | PA |
| Brogan | Bernard | Sheriff's Officer | 04-11-88 | RA |
| Brown | John | Sheriff's Officer | 07-17-87 | RA |
| Brucci | Joseph | Sheriff's Officer | 03-09-92 | RA |
| Cabill | John M. | Sheriff's Officer | 05-23-88 | RA |
| Calabrese | David R. | Sheriff's Officer | 08-31-88 | RA |
| Caminilli | Frank | Sheriff's Officer | 07-07-86 | RA |
| Camplone | Andrew | Sheriff's Officer | 07-28-86 | PA |
| Capasso | Marco | Sheriff's Invest. | 03/01/93 | UA |
| Capto | William | Sheriff's Officer | 07-07-86 | RA |
| Cappe | Samuel | Sheriff's Officer | 02-21-61 | RA |
| Carragher | Richard | Sheriff's Officer | 03-06-72 | RA |
| Carrollon | William | Sheriff's Officer | 08-20-84 | RA |
| Casay | James J. | Sheriff's Officer | 09-17-84 | RA |
| Casay P. Jr. | James | Sheriff's Officer | 09-21-59 | RA |
| Calanzano | John | Sheriff's Officer | 07-01-85 | RA |
| Carca | Ben | Sheriff's Officer | 07-07-86 | PA |
| Correlo | Nicholas | Sheriff's Officer | 07-23-84 | RA |

| <u>Last Name</u> | <u>First Name</u> | <u>Title</u> | <u>Employ Date</u> | <u>Status</u> |
|------------------|-------------------|-------------------|--------------------|---------------|
| Cosaro | Ronald | Sheriff's Officer | 07-07-86 | PA |
| Ciccione | Edwin | Sheriff's Officer | 09-06-83 | RA |
| Cohen | Bartholomew | Sheriff's Officer | 06-06-69 | RA |
| Colabelli | Richard | Sheriff's Officer | 07-14-86 | RA |
| Coleman | Marion | Sheriff's Officer | 04-29-85 | RA |
| Coleman | Edward | Sheriff's Officer | 09-30-85 | RA |
| Collucci | Thomas | Sheriff's Officer | 02-05-90 | RA |
| Colucci | Donald | Sheriff's Officer | 12-09-85 | RA |
| Condit | Phillip | Sheriff's Officer | 08-11-86 | RA |
| Conrad | Richard | Sheriff's Officer | 07-13-87 | RA |
| Contreras | James | Sheriff's Officer | 06-26-89 | PA |
| Coppola | Daniel | Sheriff's Officer | 07-07-86 | RA |
| Cordi | Dominick | Sheriff's Invest. | 09-25-89 | UA |
| Corlino | Angelica | Sheriff's Officer | 05-08-89 | RA |
| Corlino | Angelo | Sheriff's Officer | 01-14-69 | RA |
| Cosenzo | Mark | Sheriff's Officer | 03-27-89 | RA |
| Cosenzo | Vincent | Sheriff's Officer | 11-02-86 | RA |
| Cozza | Michael | Sheriff's Officer | 11-02-87 | RA |
| Cramer | James | Sheriff's Officer | 06-14-76 | RA |
| Crapo | Damian | Sheriff's Officer | 06-01-92 | PA |
| Critchley | Kevla | Sheriff's Officer | 07-07-86 | RA |
| Culpepper | Christell | Sheriff's Officer | 04-29-91 | RA |
| Cummings | Kelli | Sheriff's Officer | 01-18-82 | RA |
| Cunningham | William | Sheriff's Officer | 09-16-74 | RA |
| D'Alessio | Vito | Sheriff's Officer | 08-19-91 | RA |
| D'Ann | Nicholas | Sheriff's Officer | 02-04-85 | RA |
| Davis, Jr. | Samuel | Sheriff's Officer | 10-15-84 | RA |
| De Bose | Mary Ellen | Sheriff's Officer | 10-31-88 | RA |
| De Cicco | Peter | Sheriff's Officer | 08-24-87 | RA |
| De John | Raymond | Sheriff's Officer | 12-10-84 | RA |
| De Leon | Jesus | Sheriff's Officer | 05-03-93 | PA |
| De Lorenzo | Rosanne | Sheriff's Officer | 12-17-90 | RA |
| De Meglio | John | Sheriff's Officer | 02-22-83 | RA |
| De Moe | Anthony | Sheriff's Officer | 11-02-87 | RA |
| De Paul | George | Sheriff's Officer | 10-16-67 | RA |
| De Paul Jr. | George | Sheriff's Invest. | 03-29-93 | UA |
| De Vito | Anthony | Sheriff's Invest. | 10-19-58 | UA |
| DeVicola | Richard | Sheriff's Invest. | 09-28-87 | UN |
| Destin | Georges L. | Sheriff's Officer | 04-26-93 | PA |
| Devany | Thomas | Sheriff's Invest. | 10-05-59 | UA |
| Di Paolo | Mark | Sheriff's Officer | 03-09-92 | RA |
| Di Pasquale | Anthony | Sheriff's Invest. | 07-28-86 | RA |
| Di Pella | James | Sheriff's Officer | 03-09-92 | RA |
| Diaz | Armando | Sheriff's Officer | 09-26-83 | RA |

| <u>Last Name</u> | <u>First Name</u> | <u>Title</u> | <u>Employ Date</u> | <u>Status</u> |
|------------------|-------------------|-------------------|--------------------|---------------|
| Doherty | Felim | Sheriff's Officer | 10-29-84 | RA |
| Dollso | Vincent | Sheriff's Invest. | 02-16-88 | UA |
| Doud | Edward | Sheriff's Officer | 02-26-68 | RA |
| Dougherty | Joseph | I. D. Officer | 10-12-74 | RA |
| Dougherty | John | Sheriff's Officer | 07-01-85 | RA |
| Druitt | Gary A. | Sheriff's Officer | 12-21-87 | RA |
| Dully | Claude J. | Sheriff's Officer | 10-05-87 | RA |
| Dunn | Thomas | Sheriff's Officer | 07-07-86 | PA |
| Esposito | Robert | Sheriff's Officer | 01-06-86 | RA |
| Fargnoli | Albert | Sheriff's Officer | 10-30-67 | RA |
| Fasulo | Ray R. | Sheriff's Officer | 10-30-67 | RA |
| Ferrara | Joseph | Sheriff's Officer | 08-19-91 | RA |
| Ferrara | John | Sheriff's Officer | 11-09-87 | RA |
| Ferraro | Gerald | Sheriff's Officer | 09-22-86 | RA |
| Figliuolo | Savino | Sheriff's Invest. | 11-14-88 | UA |
| Figueroa | Jose | Sheriff's Officer | 09-25-89 | PA |
| Fischella | Debra | Sheriff's Officer | 07-07-86 | RA |
| Fitzgerald | Stanley | Sheriff's Officer | 09-07-86 | RA |
| Foggio | Michael | Sheriff's Officer | 12-10-84 | RA |
| Fontoura | Lord | Sheriff's Officer | 12-28-87 | RA |
| Fortunato | Vincent G. | Sheriff's Officer | 01-21-92 | RA |
| Fourshee | Beraldine | Sheriff's Officer | 10-29-84 | RA |
| Fos | Edward | Court Attendant | 08-26-74 | RA |
| France | Fernando J. | Sheriff's Officer | 01-17-89 | RA |
| Frazier | Freddie | Sheriff's Officer | 06-25-84 | RA |
| Friel | James | Sheriff's Officer | 08-15-83 | RA |
| Galzer | Erica | Sheriff's Invest. | 04-12-93 | UA |
| Gall | John S | Sheriff's Officer | 03-29-93 | PA |
| Galuccio | Dean | Sheriff's Officer | 06-26-89 | PA |
| Garamella | Anthony | Sheriff's Invest. | 08-08-86 | RA |
| Gonzalez | Jose | Sheriff's Officer | 12-17-90 | RA |
| Good | John | Sheriff's Officer | 10-15-84 | RA |
| Gordon | Ronald | Sheriff's Officer | 01-07-91 | RA |
| Greene | Robert J. | Sheriff's Invest. | 11-13-89 | UA |
| Haberman | Frederick | Sheriff's Officer | 10-05-87 | RA |
| Hall | Robert | Sheriff's Officer | 10-15-84 | RA |
| Hafferon | Joseph | Sheriff's Officer | 11-02-87 | RA |
| Hill | Toby | Sheriff's Officer | 08-19-91 | RA |
| Hillins | Toussaint | Sheriff's Officer | 04-06-92 | RA |
| Holloway | Roghnald | Sheriff's Officer | 04-30-90 | PA |
| Holmes | Stephen | Sheriff's Officer | 06-29-87 | RA |
| Houston | James F | Sheriff's Officer | 01-07-91 | RA |
| Hurrell Jr. | James | Sheriff's Officer | 08-20-84 | RA |
| Husock | George | Sheriff's Officer | 11-02-87 | RA |
| Hughes | David | Sheriff's Officer | 03-17-86 | RA |

| <u>Last Name</u> | <u>First Name</u> | <u>Title</u> | <u>Emloy Date</u> | <u>Status</u> |
|------------------|-------------------|-------------------|-------------------|---------------|
| Hulley | Dennis M. | Sheriff's Officer | 04-24-89 | RA |
| Hurley | Donald | Sheriff's Invest. | 09-08-87 | UA |
| Imperiale | Christopher | Sheriff's Invest. | 12-14-87 | UA |
| Ingham | Thomas J. | Sheriff's Officer | 10-24-88 | RA |
| Jenkins | James A. | Sheriff's Officer | 09-16-74 | RA |
| Julliano | Michael | Sheriff's Officer | 07-07-86 | RA |
| Kahwaty | Laurence | Sheriff's Invest. | 11-09-87 | RA |
| Karp | Douglas | Sheriff's Officer | 03-22-93 | PA |
| Kaufman | Robert | Sheriff's Officer | 10-09-64 | RA |
| Kelly | Robert | Sheriff's Officer | 12-21-87 | RA |
| Kihlberg | Dennis K. | Sheriff's Officer | 03-27-89 | PA |
| Kilberg | Michael | Sheriff's Officer | 03-22-93 | PA |
| Kinahan | Michael | Sheriff's Officer | 12-17-90 | RA |
| King | Thomas | Sheriff's Officer | 08-19-91 | RA |
| Knight | Anthony | Sheriff's Officer | 09-21-87 | RA |
| Krizer | Lawrence | Sheriff's Officer | 08-26-74 | RA |
| La Rocca | Louis | Sheriff's Officer | 07-07-86 | RA |
| La Scala | Dennis | Sheriff's Officer | 10-15-84 | RA |
| La Torre | Michael | Sheriff's Officer | 01-21-92 | RA |
| Landrum | Jonathan C. | Sheriff's Officer | 02-22-88 | RA |
| Landfrank | Joseph | Sheriff's Officer | 08-31-87 | RA |
| Lanella | Daniel | Sheriff's Officer | 12-05-88 | RA |
| Leverly | Kath | Sheriff's Officer | 04-29-90 | RA |
| Lehmann, Jr | Harry | Sheriff's Officer | 12-10-84 | RA |
| Lilles | Cyrus | Sheriff's Officer | 09-19-88 | RA |
| Lopez | Marcial | Sheriff's Officer | 02-25-88 | PA |
| Lopez | Blanca | Sheriff's Officer | 06-27-88 | RA |
| Luciano | Nicholas | Sheriff's Officer | 10-15-84 | RA |
| Luongo | Kenneth | Sheriff's Invest. | 12-28-87 | UA |
| Lupe | Alexander | I. D. Officer | 04-26-76 | RA |
| Lynch | James | Sheriff's Officer | 04-26-76 | RA |
| Mac Moyle | Robert | Sheriff's Officer | 06-22-77 | RA |
| Machette | David | Sheriff's Officer | 02-04-88 | RA |
| Mackey | Ahmed | Sheriff's Officer | 04-05-93 | PA |
| Mabon | John | Sheriff's Officer | 09-17-84 | RA |
| Mazevo | Janie J. | Sheriff's Officer | 06-01-92 | PA |
| Mazola | Victor | Sheriff's Officer | 05-03-93 | PA |
| Marsfield | Gerald | Sheriff's Officer | 10-02-72 | RA |
| Marczynski | Jane Ann | Sheriff's Officer | 10-15-74 | RA |
| Marin-Gonzal | Ullian | Sheriff's Officer | 12-14-92 | RA |
| Marini | Joseph B | Sheriff's Officer | 12-17-90 | RA |
| Martino | Ronald | Sheriff's Officer | 12-09-74 | RA |
| Mathews | Gary | Sheriff's Officer | 07-14-88 | PA |
| Matos | William | Sheriff's Officer | 01-02-88 | RA |
| Matto | Frank | Sheriff's Officer | 06-01-92 | PA |

| <u>Last Name</u> | <u>First Name</u> | <u>Title</u> | <u>Employ Date</u> | <u>Status</u> |
|------------------|-------------------|-------------------|--------------------|---------------|
| Hapollano | Louis A | Sheriff's Officer | 06-26-89 | RA |
| Happl Jr. | Vito | Sheriff's Officer | 11-18-85 | RA |
| Nash | Gary | Sheriff's Officer | 12-17-90 | RA |
| Noalls | Thomas O | Sheriff's Officer | 07-08-91 | RA |
| Nieves | Herman | Sheriff's Invest. | 02-16-88 | UA |
| Nigro | Peter | Sheriff's Officer | 06-25-84 | RA |
| Nislovocla | Marie | Sheriff's Officer | 06-29-87 | RA |
| Nislovocla | Ronald | Sheriff's Officer | 09-09-74 | RA |
| Nislovocla | Donald | Sheriff's Officer | 07-05-83 | RA |
| O Balneo, Jr | John P. | Sheriff's Officer | 09-30-85 | RA |
| O'Connor | Joseph P. | Sheriff's Officer | 05-22-89 | RA |
| O'Grady | Thomas | Sheriff's Officer | 08-20-74 | RA |
| O'Hara | Edward | Sheriff's Officer | 06-27-88 | RA |
| Oliver | Robert | Sheriff's Officer | 01-03-76 | RA |
| Orsini | Vincent | Sheriff's Officer | 02-22-88 | RA |
| Ostovich | Paul | Sheriff's Officer | 10-24-88 | RA |
| Pace | Clarence | Sheriff's Officer | 10-21-74 | RA |
| Palva | Antonio | Clerk | 08-19-91 | RA |
| Palma | Gregory | Sheriff's Officer | 08-28-89 | RA |
| Palmieri | Dominick | Sheriff's Officer | 06-06-88 | RA |
| Palumbo | Peter | Sheriff's Officer | 12-09-85 | RA |
| Palumbo | Frank | Sheriff's Officer | 09-17-84 | RA |
| Pannullo | Michael | Sheriff's Officer | 10-14-86 | RA |
| Paradise | Arthur | Sheriff's Invest. | 05-13-91 | UA |
| Pascoal | Kevin | Sheriff's Invest. | 09-17-90 | UA |
| Pasquarosa | John | Sheriff's Officer | 01-03-76 | RA |
| Pasquarosa | Joseph | Sheriff's Officer | 07-01-85 | RA |
| Pastore | Bernard | Sheriff's Officer | 08-19-91 | RA |
| Pastrana | Ricardo | Sheriff's Officer | 03-09-92 | RA |
| Palafio | Janet | Sheriff's Officer | 10-14-75 | RA |
| Paul | Charles | Sheriff's Officer | 01-02-83 | RA |
| Perkin | George | Court Attendant | 06-24-74 | RA |
| Petrocic | Anthony | Sheriff's Officer | 11-10-78 | RA |
| Plamiro | Victor | Sheriff's Officer | 10-31-88 | RA |
| Plata | Manuel | Sheriff's Officer | 05-03-93 | PA |
| Pritchard | Robert | Sheriff's Officer | 01-29-65 | RA |
| Pugs | Robert | Sheriff's Officer | 03-27-89 | PA |
| Pribble | Edward | Sheriff's Officer | 06-24-85 | RA |
| Quarques | Michael | Sheriff's Invest. | 06-22-87 | UA |
| Quibones | Julio | Sheriff's Invest. | 03-09-92 | UA |
| Quibones | Pedro | Sheriff's Officer | 06-24-88 | RA |
| Racoppi | Victor A | Sheriff's Officer | 12-17-90 | RA |
| Reilly | Paul | Sheriff's Invest. | 01-25-93 | UA |
| Rotaine | Robert | Sheriff's Officer | 09-08-86 | RA |
| Ricca | Anthony F. | Sheriff's Officer | 05-02-88 | RA |

| <u>Last Name</u> | <u>First Name</u> | <u>Title</u> | <u>Employ Date</u> | <u>Status</u> |
|------------------|-------------------|-------------------|--------------------|---------------|
| Torsello | Michael | Sheriff's Officer | 03-29-71 | RA |
| Tucci | Ferdinand D. | Sheriff's Officer | 11-13-89 | PA |
| Tucci | Gerard | Sheriff's Officer | 02-04-85 | RA |
| Tully III | John | Sheriff's Officer | 04-05-93 | PA |
| Tuosto | Anthony A. | Sheriff's Officer | 01-25-88 | RA |
| Turco | Louis A. | Sheriff's Invest. | 08-27-91 | UA |
| Tuleta | Tracy | Sheriff's Officer | 06-22-92 | RA |
| Tuleta Jr. | Ronald | Sheriff's Officer | 03-08-82 | RA |
| Tyrell | William | Sheriff's Officer | 12-15-86 | PA |
| Uzzolino | Anthony | Sheriff's Officer | 04-10-72 | RA |
| Vallaro | Bart | Sheriff's Officer | 11-12-89 | RA |
| Vazquez | Robert | Sheriff's Invest. | 08-11-86 | UA |
| Velez | Jose D. | Sheriff's Officer | 04-06-92 | RA |
| Venezia | Dominick | Sheriff's Invest. | 05-20-91 | UH |
| Verdecia | Ernesto | Sheriff's Officer | 01-18-82 | PA |
| Vinci | Nicholas | Sheriff's Officer | 02-04-85 | RA |
| Vulpi | Marco | Sheriff's Officer | 04-16-90 | RA |
| Webb | Nicole | Sheriff's Officer | 05-03-93 | PA |
| W-ingartner | William | Sheriff's Officer | 09-08-87 | RA |
| Wesneske Jr. | Charles R. | Sheriff's Officer | 02-20-90 | RA |
| Williams | Marc | Sheriff's Officer | 03-22-93 | PA |
| Williams | Patricia Smith | Sheriff's Invest. | 09-04-91 | UA |
| Wolfe | Doreen | Sheriff's Officer | 01-21-92 | RA |
| Yakel | John | Sheriff's Officer | 01-03-76 | RA |
| Zackary | Lorenzo | Sheriff's Officer | 07-07-86 | RA |
| Zicare | Patrick | Sheriff's Officer | 06-15-92 | RA |
| Zirola | Daniel C. | Sheriff's Invest. | 04-02-90 | UA |

GERARD CENTANNI
 ARTIE CIARAMELLA
 LAWRENCE DELPLATO, JR.
 DAVID PETER STRUS
 CHRISTOPHER TRIANA

ALSO ANY PERSONS NAMED ON OR WHO HAS RECERTIFICATION RIGHTS TO THE SEPTEMBER 19, 1990 SHERIFF'S OFFICER CERTIFICATION LIST, SYMBOL No. 1692M WHO MAY BE EMPLOYED AS THE RESULT OF THE RESOLUTION OF CURRENT OR FUTURE LITIGATION AMONGST THE U.S. DEPARTMENT OF JUSTICE, THE DEPARTMENT OF PERSONNEL AND THE MERIT SYSTEM BOARD, THE ESSEX COUNTY SHERIFF'S OFFICE AND PBA LOCAL 183 FOR PLAINTIFFS STEPHEN R. MILLER ET. AL.



County of Essex, New Jersey
BOARD OF CHOSEN FREEHOLDERS

State of New Jersey }
County of Essex } R

I ADRIANNE DAVIS Clerk

of the Board of Chosen Freeholders of the County of Essex in
the State of New Jersey.

Do Hereby Certify, the foregoing to be a true copy of a
resolution adopted at a meeting of said Board, on WEDNESDAY

the 16TH day of JUNE 1993,

together with the certifications, signatures and endorsements thereon.

RESOLUTION No. R- 93- 0363.

In Testimony Whereof, I have hereunto set my hand
and affixed the official seal of said County at Newark

this 23RD day of
JUNE A. D. 19 93

Adrienne Davis
ADRIANNE DAVIS Clerk

COUNTY OF ESSEX

RESOLUTION NO. R-93-1363
PROPOSED BY: County Executive

AUTHORITY FOR RESOLUTION N.J.S.A. 40: 41A-38(n)
AUTHORITY FOR ACTION N.J.S.A. 40:41A-36(1)
CLE

41

SUBJECT: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF ESSEX
AND THE ESSEX COUNTY SHERIFF'S OFFICERS NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, LOCAL 183 - JANUARY 1, 1992 TO DECEMBER 31,
1994

WHEREAS, the County Sheriff and County Executive have negotiated a collective bargaining agreement with the Essex County Sheriff's Officers-New Jersey State Policemen's Benevolent Association, Local 183, retroactive to and covering the period January 1, 1992 through December 31, 1994; and

WHEREAS, the Assistant County Controller has certified that there are sufficient funds in the 1993 County budget to fund the 1992 and 1993 portion of the contract (said certification is attached hereto); and

WHEREAS, the Board of Chosen Freeholders, by this resolution, wishes to approve said contract; now, therefore, be it

RESOLVED, by the Board of Chosen Freeholders of the County of Essex as follows:

1. That said collective bargaining employment agreement with the Essex County Sheriff's Officers-New Jersey State Policemen's Benevolent Association, Local 183, a copy of which is annexed hereto, be and hereby is approved.
2. That the County Executive is hereby authorized to execute said contract on behalf of the County.
3. That a fully executed copy of this agreement and resolution be forwarded to the Essex County Sheriff, the Director, Office of Labor Relations, and to the Office of the County Counsel.

Approved as to form and legality

W. S. ... for
ESSEX COUNTY COUNSEL

RECORD OF BOARD VOTE (X = Vote N.V. = Abstention ABS = Absent)

Moved by Freeholder Parlavecchio
seconded by Freeholder Cavanaugh

| Freeholder | Yes | No | N.V. | ABS | Freeholder | Yes | No | N.V. | ABS |
|-----------------|-----|----|------|-----|--------------|-----|----|------|-----|
| Cavanaugh, V.P. | X | | | | Parlavecchio | X | | | |
| Clay | | | | X | Sebold | X | | | |
| DiVincenzo | X | | | | Treffinger | | | | |
| Jones, J.A. | X | | | | | | | | |
| Jones, L.J. | X | | | | Bost, Pres. | X | | | |

It is hereby certified that the foregoing resolution was (X) adopted () defeated () tabled by roll call vote at a REGULAR meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey, held on June 16, 1993

If Publication Required () Yes () No

Date Published _____

Sara B. Bost
Sara B. Bost, President --