

R-88-0177 2/10/88

AGREEMENT

BETWEEN

THE COUNTY OF ESSEX

-and-

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 54

(ESSEX COUNTY POLICE)

Bargaining Unit: County Police Officers
Detective Patrolmen
Sergeants
Lieutenants
Captains

JANUARY 1, 1987 - JUNE 30, 1989

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
	AGREEMENT	1
X.	CLOTHING ALLOWANCE AND SAFETY ALLOWANCE	13
XV.	COLLEGE INCENTIVE PROGRAM	16
XIII.	COURT TIME	15
XVIII.	DAMAGE TO UNIFORM OR EQUIPMENT	17
XXIII.	DURATION	19
XX.	EMBODIMENT OF AGREEMENT	18
VII.	EXTENT OF COUNTY LIABILITY	7
XXII.	FAIR SHARE	18
II.	GRIEVANCE PROCEDURE	2.
XII.	HOURS OF WORK AND OVERTIME	14
XVI.	IN-SERVICE TRAINING	16
V.	MANAGEMENT RIGHTS	5
XI.	MEDICAL SURGICAL AND MAJOR MEDICAL INSURANCE	13
III.	NON-DISCRIMINATION	5
XIX.	NO WORK STOPPAGE	17
XIV.	PERSONAL DAYS	15
I.	RECOGNITION	2
IV.	RIGHT OF INSPECTION OF RECORDS	5
VI.	RULES AND REGULATIONS	6
VIII.	SALARIES	9
XXI.	SAVINGS CLAUSE	18
	SIGNATURE PAGE	20
XVII.	TRANSFER DURING TOUR	17
IX.	VACATIONS AND HOLIDAYS	12

THIS AGREEMENT, made this day of , 1988, by and between the County of Essex (hereinafter "County") and the New Jersey State Policemen's Benevolent Association, Local No. 54, Essex County Police (hereinafter P.B.A.)

WITNESSETH: that this Agreement is designed to maintain and promote a harmonious relationship between the County and such of its employees who are within the provisions of this Agreement in order that more efficient and progressive public service may be rendered; and

WHEREAS, the County and the P.B.A. recognize and declare that providing quality Police protection for the citizens of Essex County is the mutual aim of the contracting parties; and

WHEREAS, the County retains the right and duty to determine the basic policy over fiscal and management determination; and

WHEREAS, the County and the P.B.A. under the provisions of P.L. 1968, Chapter 303, Section 2 et. seq., have an obligation to negotiate with each other with respect to the terms and conditions of employment, and both parties hereto have an obligation to maintain and promote a harmonious relationship within the provisions of this Agreement; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I. RECOGNITION

The County of Essex, pursuant to P.L. 1968, Chapter 303, (N.J.S.A. 34:13A:1 et seq.), hereby recognizes P.B.A. Local No. 54 as the exclusive bargaining representative with respect to rate of pay, hours and conditions during employment of County Police Officers, Detective Patrolman, Sergeants, Lieutenants, Captains (excluding Chief of Police, Deputy Chief of Police and all other employees of the County.)

ARTICLE II. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as a complaint by an employee, group of employees, or the P.B.A.

Class A grievances shall be defined as complaints that there has been a misapplication, misinterpretation or violation of a term or condition of this Agreement.

Class B grievances shall be defined as complaints that there has been a misapplication, misinterpretation or violation of a policy or administrative decision.

2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the County to continue the employment of a probationary seasonal, temporary or part-time employee.

3. The term "employee" shall mean any regularly employed individual covered in Article I. - "Recognition".

4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or group of employees, or by the County to act on its or their behalf and to represent it or them.

5. The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible.

B. PROCEDURE

Step One: The grievant or his representative shall reduce the matter to writing on an approved grievance form within thirty (30) calendar days of the date the employee received notice of the event or occurrence giving rise to the grievance.

During this first thirty (30) day period nothing shall prevent the employee and/or his representative from discussing the matter informally with the employee's immediate supervisor.

The Greivance Form shall be submitted to the employee's Division Head who shall have ten (10) working days within which to respond in writing.

Step Two: In the event the grievance is not resolved at Step 1, then within twenty (20) working days of its submission to the Division Head, the P.B.A. and only the P.B.A. may submit the matter in writing on an approved Grievance Form to the Department Head. The Department Head shall respond in writing no later than ten (10) working days from receipt of the grievance.

Step Three: In the event the grievance is not resolved at Step 2 and provided the greivance is a Class A grievance, then the P.B.A., and only the P.B.A., may submit the matter to binding arbitration in accordance with the procedures of the New Jersey State Board of Mediation or the Public Employment Relations Commission.

The written request for arbitration by the Association must be filed with the appropriate agency and a copy served upon the County

utive no later than ten (10) working days from the receipt of the response at

2.

1. No response at any Step within the time allotted shall be deemed to be a denial of the grievance at that Step.

2. P.B.A. sponsored grievances may be filed at Step 2 within its discretion.

3. Written dispositions of all grievances at all Steps shall be forwarded to the P.B.A.

4. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.

5. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned, unless mutually agreed by the parties in writing.

6. All documents, communications, or records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.

7. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

8. A grievance must be raised at Step 1 no later than thirty (30) calendar days following its event or occurrence, or it shall be deemed waived.

9. The costs of a stenographer shall be borne by the party obtaining the record and the appropriate rules of the State Board of Mediation shall apply.

10. Any employee who shall be required to testify at or attend hearings of arbitration, mediation or settlement of any question of violations of

this Agreement shall not suffer any loss in wages by reason thereof.

ARTICLE III. NON-DISCRIMINATION

The P.B.A. and the County each agree that they shall not discriminate against any officer of the Local or official of the County for any participation in any collective negotiation with respect to hours, wages, or other terms or conditions of employment, participation in any activities of the Association, or the administration of the department, or the institution of any grievance, complaint, or proceeding under this Agreement or otherwise, with respect to any terms or conditions of employment. The P.B.A., or any of its agents, shall not intimidate or coerce employees into membership. Neither the County nor the P.B.A. shall discriminate against any employee because of race, creed, color, age, sex, martial status, or national origin.

ARTICLE IV. RIGHT OF INSPECTION OF RECORDS

An employee shall have the right every six (6) months to inspect his personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at time of the inspection.

ARTICLE V. MANAGEMENT RIGHTS

Except as modified by provisions of this Agreement, the County reserves and retains solely and exclusively all of its statutory, Common Law and Administrative rights to manage the operation of the County Police Division of the Public Safety Department and such shall include but are not limited to, its rights to determine the existence or non-existence of facts which are essential to the proper operation and discipline of the County Police Division and/or management decisions to

abolish or continue policies, practices or procedures for the conduct of the County Police Division and its services to the citizens of Essex County, and, from time to time, to change or abolish such practices or procedures; to the right to determine and, from time to time, redetermine the number, locations, and locations and types and assignments of its Officers and employees or to require to discontinue any performance by Officers or employees, to determine the number of hours per day or week an operation of the County Police Division may be carried on; to select and determine the number and types of officers required; to assign such work to such officers in accordance with the requirements determined by the Division of County Police.

Nothing herein contained shall affect the statutory rights of the members of the Police Department.

ARTICLE VI. RULES AND REGULATIONS

SECTION A:

The County of Essex has established and, from time to time, may alter or amend and enforce binding rules and regulations in connection with the operation and administration of the County Police Division and maintenance of discipline. Copies have been furnished to each officer of the Police Department. It is understood that no provision of this Agreement shall in any way prevent enforcement of the Departmental rules and regulations.

Every officer and employee shall comply with all rules and regulations of the Department, and any order or directive issued by the Chief or his designee. Officers and employees shall promptly and efficiently execute the instructions or orders of a Superior Officer. If an officer or employee believes a rule, regulation,

instruction, or order of a Superior Officer or other Superior is unreasonable, or unjust, the Officer or employee shall comply with the rule, regulation, order or instruction with further provision that such officer or employee may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedure as set forth in Article II of this Agreement.

In the event that an officer or employee shall refuse to comply with a rule, or regulation, or shall refuse to execute promptly or efficiently an instruction or order of a Superior Officer, appropriate action shall be taken by the Superior Officer within the framework of Department rules and regulations, subject only to the right of the Officer or employee to file a grievance.

SECTION B:

Copies of all general orders, rules, regulations, communication and resolutions affecting wages, hours, and other specific terms and conditions of employment for members of the Police Department shall be furnished to the P.B.A.

SECTION C:

Not more than two (2) members of patrolman rank of the P.B.A., unless otherwise agreed to in writing, shall constitute the Negotiation Committee, shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between representatives of the County and the Association for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION D:

The Association shall be entitled to maintain a mailing address at No. 115 Clifton Avenue, Newark, New Jersey, 07104.

SECTION E:

Vacancies in special squads and for special training shall be posted for a five (5) day period.

SECTION F:

Employees required to work at a higher rank in excess of ten (10) shifts in a six (6) month period shall be reimbursed at the base rate of the higher rank. Said employees shall be reimbursed retroactively to the first day of the higher rank assignment and paid for each shift worked at the higher rank.

SECTION G:

Patrolmen may pick their own partners on their assigned tours provided that it does not interfere with the everyday operations of the Department. Management reserves the right to split the partners if the manpower constraints warrant it or for disciplinary reasons.

SECTION H:

The P.B.A. president shall be granted five (5) days per year for official Union business or for funerals of N.J. officers killed in the line of duty. Such time shall not accumulate.

ARTICLE VII. EXTENT OF COUNTY LIABILITY

Whenever a member covered by this Agreement is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the County, or its insurance carrier shall provide said member with the necessary and reasonable means for the defense of such action or proceeding, other than for his defense in a disciplinary proceeding instituted as a result of a complaint on behalf of the County. If any such disciplinary or criminal proceeding instituted by or on complaint of the County shall be dismissed or finally determined in favor of the member, he shall be reimbursed for the reasonable expense of his defense, up

to eighty dollars (\$80.00) per hour.

ARTICLE VIII. SALARIES

SECTION A:

- (1) Effective January 1, 1988, a five percent (5%) increase in the employees base pay in effect on December 31, 1987.
- (2) Effective July 1, 1988, a three percent (3%) increase in the employees base pay in effect on June 30, 1988.
- (3) Effective January 1, 1989, a five percent (5%) increase in the employees base pay in effect on December 31, 1988.
- (4) Effective May 1, 1989, a one percent (1%) increase in the employees base pay in effect on April 30, 1989.

SECTION B:

Patrolmen will reach maximum pay in five (5) equal steps and will receive authorized incremental increases commencing on January 1st each year, subject to the following conditions:

- (1) Patrolmen who shall have been appointed to duty between January 1 and June 30 inclusive of any year shall be eligible to receive an annual incremental increase the succeeding January 1. Patrolmen who shall have been appointed to duty between July 1 and December 31 of any year shall be eligible to receive the annual incremental increase the second succeeding January 1.
- (2) Performance Evaluation System (Effective January 1, 1986)
Increments shall continue to be paid on an automatic basis. However, the County may withhold one-half (1/2) of an employee's increment under the following conditions:

- (a) The employee shall receive at least thirty (30) days' notice prior to the time the increment is due to be paid.
- (b) The County shall have the burden of proving that the withholding of the increment was for good and proper cause.
- (c) The employee or the Union shall have the right to challenge, via the grievance procedure and binding arbitration if necessary, the evaluation method, format and conclusions by which one-half (1/2) the increment was withheld. Both the procedural and substantive aspects of the evaluation system may be objected to.
- (d) The County may not employ this procedure more than once every two years against a single employee.
- (e) The County may elect to pursue performance issues either through this procedure or normal Civil Service procedures. Should the County elect to utilize this procedure, it shall be precluded from employing Civil Service rules to discipline an employee for the same time period.

SECTION C:

In addition to said salary, longevity payments shall be provided to eligible employees as follows:

<u>Length of Service</u>	<u>Amount</u>
Upon completion of 15 years of service	1-1/2% base salary
Upon completion of 16 years of service	3% base salary
Upon completion of 17 years of service	4-1/2% base salary

Length of Service

Amount

Upon completion of 18 years of service	6% base salary
Upon completion of 19 years of service	7-1/2% base salary
Upon completion of 20 years of service	9% base salary
Upon completion of 21 years of service	10-1/2% base salary
Upon completion of 22 years of service	12% base salary
Upon completion of 23 years of service	13-1/2% base salary.

SECTION D:

Basic salary plus longevity payments shall be used for the calculation of overtime pay.

SECTION E:

The County will institute a payroll holdback for employees which shall not exceed one (1) week. Employees who are hired after the implementation of the holdback, shall have five (5) days pay withheld from their first paycheck. .

If any employees were previously subject to a holdback, then upon complete implementation of a County-wide holdback system these employees would be reimbursed for the difference between the previous holdback and the county-wide holdback.

SECTION F:

A night differential shall be paid to all members equal to \$200.00 per year.

SECTION G:

Sergeants, Lieutenants, and Captains shall receive a true fifteen percent (15%) differential between ranks.

SECTION H:

The annual Detective allowance shall be \$900.00.

Section I:

All retirees and employees killed in the line of duty shall receive benefits due, if any, retroactive to January 1, 1987.

ARTICLE IX. VACATIONS AND HOLIDAYS

SECTION A:

The members of the Department shall be entitled to vacation allowance as set forth as follows:

<u>Period of Service</u>	<u>Vacation Credit</u>
Less than one year	One working day for each full month of service completed.
After the first year through the end of the fifth year	12 working days
From the beginning of the sixth year through the end of the fifteenth year	15 working days
From the beginning of the sixteenth year through the end of the twentieth year	20 working days
Twenty-first year and thereafter	25 working days.

SECTION B:

Members of the Department will be granted fourteen (14) days off in lieu of holidays per year, plus any additional days off granted by the County for all its non-uniformed employees.

SECTION C:

At the employee's option, up to and including seven (7) of the fourteen (14) holidays may be taken in cash at the straight time rate or time off. The second seven (7) holidays shall be days off scheduled at the convenience of the Department. Said payment shall be included in the twenty-sixth (26th) or last regular payroll for the calendar year. Permission to utilize the day(s) in lieu of a holiday(s) must be requested by each member of the Department and shall not be unreasonably withheld.

ARTICLE X. CLOTHING ALLOWANCE AND SAFETY ALLOWANCE

SECTION A:

Each member of the Department shall be paid the sum of \$550.00 for clothing allowance.

The clothing allowance shall be granted only to those employees who pass the semi-annual departmental clothing inspections. The clothing allowance shall be paid semi-annually during the months of April and September.

Anytime the Administration changes employees' present uniform, it shall pay the full costs for the initial issue if the cost is over \$75.00. Thereafter, the members shall clean and maintain the uniform from their clothing allowance.

SECTION B:

Employees shall receive a yearly safety allowance of \$200.00.

ARTICLE XI. MEDICAL SURGICAL AND MAJOR MEDICAL INSURANCE

SECTION A:

The County agrees to provide Blue Cross-Blue Shield with Rider J, or an independent hospitalization policy containing equivalent benefits, and Major Medical Insurance for the employee, spouse, and family members eligible under the insurance contract, at no cost to the employee. Major Medical Insurance shall be in accordance with "Health Benefits for New Jersey Public and School Employees (HG 82-322-273. 1182A. Revised 1-73)," as prepared and distributed by the New Jersey Division of Pensions, P.O. BOX 2058, Trenton, New Jersey 08625.

SECTION B:

It is understood that the County will maintain the present, or a similar, Prescription Drug Insurance Plan, which provides at least the present level of coverage.

ARTICLE XII. HOURS OF WORK AND OVERTIME

SECTION A:

If an employee is required to work past his normal tour of duty the required time in excess of the normal tour shall be paid at the time and one-half rate.

SECTION B:

If an employee is assigned additionally to work on his day off or scheduled time off, said time shall be considered overtime and he shall be paid additional compensation at the rate of time and one-half of his regular pay for each hour worked.

SECTION C:

Any member called to work on unscheduled work time to perform a task that requires special training shall be paid either four (4) hours pay or at the rate of overtime for time spent, whichever is greater.

SECTION D:

The Department agrees to distribute overtime as equitably as possible. In order to effect such equitable distribution, a sign-up list shall be prepared for all employees who desire overtime. When overtime work becomes available, off-duty employees shall be called in the order in which they appear on the list. After an employee has been called, whether or not he accepts the overtime assignment, the next individual on the list will be called as the need arises. It is understood and agreed that preference will be given to those individuals who possess a specialty where such specialty is required for the available overtime assignment.

SECTION E:

Any time an employee is required to give up his personal time for business of the County and as approved by the Chief of Police, such time shall be considered as compensatory time worked and he shall be granted equivalent time off at the earliest date at the convenience of the Department.

SECTION F:

Lieutenants and Captains shall be eligible to receive overtime.

ARTICLE XIII. COURT TIME

Whenever an employee is required in the course of his duties to appear in court or administrative hearings during his time off, he shall be compensated at the rate of time and one half. For court appearances in the County of Essex, compensable hours shall be determined by an appropriate form to be signed by the clerk of the court. For appearances outside the County of Essex, compensable hours shall include travel time from police headquarters to the destination and from the destination back to headquarters.

ARTICLE XIV. PERSONAL DAYS

In the event that an employee sustains a death in his immediate family or has a need for personal business, he will be permitted to be absent from duty three (3) days each year without loss of pay. Personal days shall be allowed, if scheduling permits, on 48 hours' notice. Personal days shall not be denied for any reason except scheduling.

ARTICLE XV. COLLEGE INCENTIVE PROGRAM

Any member having completed thirty (30) or more credits toward a degree in Police Science or Criminal Justice shall receive one-half (1/2) of a full award.

Any member having completed sixty (60) or more credits or having obtained an Associate Degree in Police Science or Criminal Justice shall receive a full award.

Credits for any given year must be completed by June 30th of that year to apply for payment. Payment shall be in the regular paycheck.

FULL AWARD

<u>Patrolman</u>	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
\$1,449	\$1,851	\$2,054	\$2,326

ONE HALF AWARD

<u>Patrolman</u>	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
\$724	\$925	\$1,027	\$1,163

ARTICLE XVI. IN-SERVICE TRAINING

SECTION A:

In-service training and staff meetings shall be scheduled by the Chief in the use of firearms, first aid, ice rescue and other related activities, and members of the P.B.A. agree to cooperate in the attendance at such in-service training.

SECTION B:

Weapons training shall be given at least once per year.



County of Essex, New Jersey

BOARD OF CHOSEN FREEHOLDERS

State of New Jersey }
County of Essex } ss

I DANIEL W. GIBSON, JR. 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 10th day of February 1988,

together with the certifications, signatures and endorsements thereon.

RESOLUTION NO. R-88-0177.

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

this 10th day of
February A. D. 1988

Daniel W. Gibson, Jr.
DANIEL W. GIBSON, JR. Clerk

RESOLUTION NO. R-88-0177
 PROPOSED BY: COUNTY EXECUTIVE

AUTHORITY FOR RESOLUTION
 AUTHORITY FOR ACTION

N.J.S.A.40 41A-38(n) *104
N.J.S.A.40 41A-36(i)

SUBJECT: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF ESSEX
AND P.B.A. LOCAL 54 (ESSEX COUNTY POLICE)

WHEREAS, the County of Essex has negotiated a memorandum of agreement and collective bargaining agreement with the New Jersey State Policemen's Benevolent Association, Local No. 54, (Essex County Police) retroactive to and covering the period January 1, 1987 through December 31, 1989; and

WHEREAS, funding of these agreements are contingent upon a provision being made in the 1988 County Budget to pay the salary and benefits for the 1988 portion of the contract; 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 and the memorandum of agreement with the New Jersey State Policemen's Benevolent Association, Local No. 54, (Essex County Police) 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 one (1) fully executed copy of this agreement and resolution be forwarded to the Director, Office of Labor Relations and one (1) copy to the Office of County Counsel.

ESSEX COUNTY COUNSEL
Thomas P. Giblin
 Acting County Counsel

Approved as to form and legality _____

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

Moved by Freeholder GIBLIN
 Seconded by Freeholder CLAY

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Battle				X	Cooper				X
Bost				X	Lustbader	X			
Casciano	X				Parlavacchio, VR	X			
Cavanaugh	X				Giblin, Pres.	X			
Clay	X								

It is hereby certified that the foregoing Resolution was 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 FEBRUARY 10, 1988.

If Publication Required () () No

Date Published _____

Thomas P. Giblin

 Thomas P. Giblin, President