

**Collective Negotiations Agreement**

*between the*

**County of Passaic and Passaic County Sheriff's Office**

*and*

**International Brotherhood of Teamsters, Local 125**

*representing Public Safety Telecommunication and Security Guard employees in the Passaic County Sheriff's Office*

*for the period of*

**January 1, 2023 to December 31, 2027**

**Prepared by:**

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## **ARTICLE I. RECOGNITION AND PERIOD OF AGREEMENT**

### **Section 1. Union Recognition.**

The Passaic County Sheriff's Department (hereafter "Sheriff") and County of Passaic (hereafter "County") does recognize the International Brotherhood of Teamsters, Local 125 (hereafter "Union"), as the exclusive representative for the purposes of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. for the civilian employees of the Sheriff. The Sheriff, County, and Union (collectively referred to as the "Parties") bargaining in good faith with respect to wages, hours of work, and other terms and conditions of civilian employees in the Passaic County Sheriff's Office.

### **Section 2. Period of Agreement.**

The Sheriff, County, and Union mutually agree that the following shall represent the collective negotiations agreement (hereafter "Agreement"), effective January 1, 2023, and shall remain in full force and effect for a five (5) year term, expiring December 31, 2027.

### **Section 3. Recognized Job Titles.**

As used herein, the term "Employee" or "Employees" shall be defined as the following New Jersey Civil Service Commission job titles:

Chief Public Safety Telecommunicator  
Public Safety Telecommunicator  
Public Safety Telecommunicator Trainee  
Senior Public Safety Telecommunicator  
Supervising Public Safety Telecommunicator  
Security Guard

## **ARTICLE II. PREAMBLE**

This Agreement has, for its purpose, the promotion of harmonious relations between the Sheriff and its employees, the establishment of equitable and peaceful procedures for the resolution of differences, the establishment of rates of pay, hours of work and other conditions of employment satisfactory to both parties, and the avoidance of interruption or interference with the efficient operation of the Sheriff, which is essential to the wellbeing of the citizens of Passaic County.

## **ARTICLE III. GRIEVANCE PROCEDURE**

### **Section 1. Definition.**

A grievance shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to any matter of wages, hours, disciplinary action, and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

### **Section 2. Procedure.**

The Sheriff and Union mutually agree to the following grievance steps:

- (a) **Step One.** The employee shall present the grievance in writing to the employee's immediate supervisor within ten (10) days of its occurrence. The supervisor shall then attempt to adjust the matter and shall

respond in writing to the employee within ten (10) working days.

- (b) **Step Two.** If the grievance has not been settled a Union Representative shall present it in writing to the appropriate Division Head within ten (10) days after the supervisor's response is received or due. The Division Head shall then respond in writing to the Union Representative within ten (10) working days.
- (c) **Step Three.** If the grievance remains unsettled, it shall be presented in writing by the Union Representative to the Sheriff within ten (10) days after response of the Division Head is received or due. The Sheriff or his designated representative shall respond in writing to the Union Representative within ten (10) working days.
- (d) **Step Four.** If the grievance is still unresolved within ten (10) days after written notice is received or due from the Sheriff, either party may request binding arbitration of the grievance, pursuant to PERC rules and regulations, N.J.A.C. 19:12-5.1. The cost of arbitration shall be borne equally by the County and the Union.

#### **ARTICLE IV. MANAGEMENT RIGHTS**

The Sheriff retains the rights, in accordance with applicable laws and procedures, to do the following:

- (a) Direct employees;
- (b) Hire, promote, transfer, assign and retain employees in positions within the agency, as well as to suspend, demote, discharge, or take reasonable disciplinary action against employees, with Union representation if requested, and in accordance with applicable Civil Service Commission laws and the New Jersey Administrative Code;
- (c) Relieve employees from duties because of lack of work or other legitimate reasons;
- (d) Maintain the efficiency of the government operations entrusted to the Sheriff;
- (e) Determine the methods, means and personnel by which such operations are to be conducted;
- (f) Take whatever legal action may be necessary to carry out the mission of the agency in situations of emergency; or
- (g) Take disciplinary action in accordance with applicable Civil Service Commission laws and the New Jersey Administrative Code when an employee fails to comply with reasonable management requests.

#### **ARTICLE V. WORKWEEK – HOURS OF WORK**

##### **Section 1. 5 & 2 Full Time Employees.**

- (a) The standard workweek shall consist of five (5) consecutive days, Monday through Friday, with two (2) consecutive days off, Saturday and Sunday.
- (b) The standard workweek shall be forty (40) hours. Each employee shall be entitled to a paid one (1) hour lunch period, which in cases of an emergency is to be taken in an area designated by the employee's supervisor.
- (c) The hours of work shall be divided into four separate shifts as follows:

- i. 7:00 AM to 3:00 PM
- ii. 3:00 PM to 11:00 PM
- iii. 11:00 PM to 7:00 AM

**Section 2. 5 & 2 Part Time Employees.**

- (a) At the determination of the Sheriff, in general, a part time employee working twenty-four (24) hours weekly may work three (3) eight (8) hour days and receive one (1) hour paid lunch for an eight (8) hours day.
- (b) Any part time employee that works less than eight (8) hours per day will not be entitled to a paid lunch hour. However, such employee will be entitled to half (1/2) an hour paid lunch.
- (c) The Sheriff shall determine the shift a part time employee will work.
- (d) Part time employees as described herein will receive full medical benefits for the employee only in addition to cost-of-living increases, pro-rated vacation per year, pro-rated sick leave, and night differential, if applicable.
- (e) Part time employees working twenty-hour (24) hours or less will not receive perfect attendance days, personal days, or paid holidays, except if the holiday falls on the regularly scheduled workday of the employee and the employee is not working because the office/assignment where the employee works is closed due to the holiday.
- (f) An employee must continue to work a minimum of twenty-four (24) hours weekly for each quarter to receive medical benefits in accordance with County policy.
- (g) Any employee working less than twenty-four (24) hours weekly will not receive any negotiated wage increases nor applicable night differential.

**Section 3. 4 & 2 Full-Time Employees.**

- (a) All employees covered by this Agreement and employed in the continuous operation of the Sheriff's Office, shall have a workweek, inclusive of weekends, consisting of four (4) consecutive days on and two (2) consecutive days off.
- (b) The hours of work shall be divided into three separate shifts as follows: 7:00 AM to 3:00 PM, from 3:00 PM to 11:00 PM and from 11:00 PM to 7:00 AM. Each employee shall be entitled to a paid one (1) hour lunch period, which in cases of an emergency is to be taken in an area designated by the supervisor.

**Section 4. Pitman Employees.**

- (a) All employees of the Sheriff's Office assigned to a Pitman schedule shall have a workweek, inclusive of weekends, consisting of two (2) consecutive days on, three (3) consecutive days off, two (2) consecutive days on, two (2) consecutive days off, three (3) consecutive days on, and two (2) consecutive days off. One (1) workday out of every two (2) week period shall be an eight (8) hour day, which will be assigned during the four (4) shift workweek. The right of assignment shall remain a management right.
- (b) The hours of work shall be divided into two separate shifts as follows: 7:00 AM to 7:00 PM and 7:00 PM to 7:00 AM. In addition, each shift shall be divided into four (4) squads (Squad A, Squad B, Squad C, and Squad D). The Sheriff retains the right to schedule a swing shift or alternate hours based on agency needs.

- (c) Shift differential compensation for the Pitman schedule shall be as follows:
  - i. 7:00 AM to 7:00 PM: three and one-half percent (3.5%) shift differential.
  - ii. 7:00 PM. to 7:00 AM.: ten percent (10%) shift differential for employees hired prior to January 1, 2015.
  - iii. 7:00 PM to 7:00 AM: five percent (5%) shift differential for new hires on or after January 1, 2015.
- (d) There shall be two (2) fifteen (15) minute breaks and two (2) thirty (30) minute lunch breaks for every twelve (12) hour workday. The lunch period on a floating eight (8) hour workday will be limited to one (1) hour with no breaks.
- (e) The Parties agree that the overtime rate shall not be affected due to the changes set forth in this Agreement. Overtime shall be paid when the Sheriff assigns an employee to work outside the hours usually worked during a civilian's Pitman Schedule, or as is otherwise required by law.
- (f) Non-supervisory employees will be allowed to shift swap with other employees so long as notice of the swap is given in accordance with approved policies and prior written approval from the Sheriff is obtained. Any shift swap is to be mutually agreed by the two employees swapping shifts.
- (g) If essential personnel are required to work when non-essential personnel are not due to emergency circumstances and closure of the County by the County Administrator, the essential personnel shall be compensated at time and one half (1 ½) or comp time.

**Section 5. All Employees.**

- (a) Lunch periods assigned to employees shall be duty free, with the exception of an emergency. Any employee who shall be requested to work during the employee's lunch period shall be afforded a duty-free lunch period during the respective work shift in that same workday when reasonably possible, and if no lunch period is reasonably possible during the same workday the employee will receive one (1) hour compensatory time. Use of lunch during the first or last hour of the employee's assigned shift may be permitted on an emergency basis subject to the approval of a sworn supervisor or PST Supervisor. Denial of such emergency use may be grieved through Step 3 of the grievance procedure. The Step 3 decision shall be final and is not subject to arbitration.
- (b) If an employee is more than thirty (30) minutes late in reporting to work without good cause, the immediate supervisor may send the employee home for the balance of that working day, in which event such employee shall not receive pay for that day.
- (c) The Sheriff has the right to place an employee on staggering starts and finishes for the good of the Sheriff's Department, and changes in shifts shall consider seniority where practical.
- (d) All personnel, as a condition of employment, must be available to work any and all shifts as needed to maintain the effective operation of the Sheriff's Office.
- (e) An employee who becomes ill while on compensatory time, vacation leave, perfect attendance leave, or personal leave shall be charged sick time and must provide a doctor's note in lieu of being charged for said leave.
- (f) Unused comp time shall be cumulative from year to year subject to the limits established by the Fair Labor



Standards Act (FLSA). It shall be duly noted that, at no time, shall an employee carry over more than two hundred and forty (240) hours of accumulated comp time.

- (g) Adequate staffing will be enforced within each division, at all times, by the division's immediate supervisor. No comp time, personal leave, perfect attendance leave, or vacation leave will be authorized if staffing is compromised.
- (h) Shift coverage due to illness will be first offered to the senior person on the previous shift. If declined, the next person with seniority will be asked and so on until all personnel on the previous shift have been asked to work overtime on the next shift. If no working personnel accept the overtime, then it will be offered to all off duty employees according to seniority within the division who are not on family leave, sick time, vacation leave, comp time leave, perfect attendance leave or personal leave. If the overtime is refused by all personnel, the most junior person on duty must take the overtime. At no time will an employee leave their post without being properly relieved. Per diems will only be used for overtime shift coverage after it is first offered to full and part time employees.
- (i) Seniority privileges within each division and shift apply to vacation leave, perfect attendance leave, comp time leave, and personal leave requested by the division's January 15th deadline. After said deadline, all above-referenced time off requests will be on a first come first served basis.

## **ARTICLE VI. OVERTIME PAYMENT**

### **Section 1. Eligibility for Overtime.**

Time and one-half (1 ½) the employee's regular rate of pay shall be paid in thirty (30) minute segments after such employee has worked ten (10) minutes beyond the employee's full-time workday, eight (8) hour work shift, or twelve (12) hour work shift, provided that such employee reported for work on time for his/her original shift, and further provided that said employee worked the full shift and a forty (40) hour workweek.

### **Section 2. Work on Scheduled Day Off.**

If an employee is scheduled to work on a day normally scheduled as his/her day off and has otherwise worked a regular schedule during the workweek (sick, personal, vacation and holiday time are considered part of the workweek), such employee shall be paid at the rate of time and one-half (1 ½) his/her base pay.

### **Section 3. Court Appearance.**

Whenever an employee is required to appear in court for a job-related incident at a time other than his/her regular duty hours, he/she shall be paid time and one-half (1 ½) for the time spent in court. The court time minimum for calculation purposes shall be two (2) hours of overtime pay.

### **Section 4. Payment of Overtime.**

Payment for overtime work shall be in the form of pay or compensatory time off at the employee's discretion. Said election by the employee for either must be submitted within four (4) days of the overtime occurrence and shall be paid at the same rate of overtime.

### **Section 5. Part Time Employees.**

Part time employees working more than twenty-four (24) hours but less than forty (40) hours in one workweek will receive straight time for additional time. Any time worked over forty (40) hours in one week will

receive time and one-half (1 ½) in pay. A departmental overtime form must be submitted within four (4) days.

## **ARTICLE VII. SALARIES**

### **Section 1. Salary Guide.**

Base annual wages for employees covered by this Agreement shall be as set forth in **Appendix A** annexed.

### **Section 2. Civil Service Titles.**

The County and Sheriff reserves the right to place newly implemented Civil Service titles not already listed on the salary guide at a level deemed appropriate for the position.

### **Section 3. Rate of Pay in 2023.**

Effective January 1, 2023, all employees on the Salary Guide shall move one (1) step. Employees at max on the Salary Guide shall receive a two and one half percent (2.5%) cost of living adjustment.

### **Section 4. Rate of Pay in 2024.**

Effective January 1, 2024, all employees shall move one (1) step on the Salary Guide. Employees at max on the Salary Guide shall receive a two and one half percent (2.5%) cost of living adjustment.

### **Section 5. Rate of pay in 2025.**

Effective January 1, 2025, all employees shall move one (1) step on the Salary Guide. All employees at max on the Salary Guide shall receive two and one half percent (2.5%) cost of living adjustment.

### **Section 6. Rate of Pay in 2026.**

Effective January 1, 2026, all employees shall move one (1) Step on the Salary Guide. All employees at max on the Salary Guide shall receive a two and one half percent (2.5%) cost of living adjustment on his/her base salary.

### **Section 7. Rate of Pay in 2027.**

Effective January 1, 2027, all employees shall move one (1) step on the Salary Guide. All employees at max on the Salary Guide shall receive a two and one half percent (2.5%) cost of living adjustment on his/her base salary.

### **Section 8. Separation from Employment.**

Employees that have separated from employment since December 31, 2017 will receive pro rata payment for amounts stated above in Section 3 to Section 7 based on the duration of their employment between December 31, 2017 and their separation date.

## **ARTICLE VIII. INCREMENTS AND LONGEVITY**

### **Section 1. Anniversary Date.**

During the term of this Agreement, increments to which employees are entitled shall be awarded as follows:

- (a) All employees whose anniversary date falls between January 1 and June 30 shall receive the increment to which they would have been entitled on their anniversary date, retroactive to January 1 of the contract year.
- (b) All employees whose anniversary date falls between July 1 and December 31 shall receive the increment to which they would have been entitled on their anniversary date, retroactive to July 1 of the contract year.

**Section 2. Promotion.**

Anniversary date for increments for full time employees will not change unless a promotion occurs. The promotional date will then serve as the employee's anniversary date.

**Section 3. Longevity.**

Longevity pay shall be determined by length of the employment<sup>1</sup> as follows:

- 2% of base pay at the beginning of the seventh (7th) year
- 4% of base pay at the beginning of the tenth (10th) year
- 6% of base pay at the beginning of the fifteenth (15th) year
- 8% of base pay at the beginning of the twentieth (20th) year
- 10% of base pay at the beginning of the twenty-fifth (25th) year

**Section 4. Eligibility for Longevity.**

Employees hired after May 3, 2010 shall not be entitled to longevity.

**ARTICLE IX. NIGHT DIFFERENTIAL**

**Section 1. 5 & 2 and 4 & 2 Full Time Employee Schedules between 3:00 PM and 7:00 AM.**

- (a) Employees working on shifts whose working hours fall between 3:00 PM and 7:00 AM shall receive, in addition to their regular pay, a shift differential found under Section 1 (b) and Section 1 (c) below, which shall be divided equally into the number of pay periods in each year and said amount shall be incorporated into the base salary and shall be paid each regular pay. Said amounts shall also be paid to all employees working the second and third shifts when on vacation, personal, sick, comp perfect attendance and holiday leave.
- (b) Employees hired prior to January 1, 2015, whose working hours fall between 3:00 PM and 7:00 AM, shall receive, in addition to their regular pay, an additional ten (10%) percent of their base salary.
- (c) Employees hired on or after January 1, 2015, whose working hours fall between 3:00 PM and 7:00 AM, shall receive, in addition to their regular pay, an additional five (5%) percent of their base salary.
- (d) Employees must work a minimum of two (2) hours into the corresponding shift period and be assigned to the 5 & 2 or 4 & 2 Schedules for a minimum of four (4) weeks to qualify for any differential pay.
- (e) Employees entitled to shift differentials shall be compensated in two hour completed blocks (i.e., an employee working 3.5 hours is only entitled to a 2-hour differential payment but an employee working four 4 hours is entitled to 4 hours of differential payment).

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<sup>1</sup> As of January 1, 1992, length of employment for all new employees will be determined by length of service with the County.

## **Section 2. Pitman Schedule.**

Employees assigned to the Pitman schedule will be compensated as follows:

- (a) Employees working the 7:00 AM – 7:00 PM shift shall be entitled to a three and one-half percent (3.5%) shift differential.
- (b) Employees working the 7:00 PM – 7:00 AM shift shall be entitled to a shift differential below:
  - i. Employees assigned to the Pitman Schedule, hired prior to January 1, 2015, and assigned to the 7:00 PM – 7:00 AM shift will be compensated a ten percent (10%) shift differential.
  - ii. Employees assigned to the Pitman Schedule, hired on or after January 1, 2015, and assigned to the 7:00 PM – 7:00 AM shift will be compensated a five percent (5%) shift differential.
- (c) Employees must work a minimum of two (2) hours into the 7:00 PM – 7:00 AM shift period and be assigned to the Pitman Schedule for a minimum of four (4) weeks to qualify for any differential pay.
- (d) Employees entitled to shift differentials shall be compensated in two hour completed blocks (i.e., an employee working 3.5 hours is only entitled to a 2 hour differential payment but an employee working 4 hours is entitled to a 4 hours of differential payment).

## **Section 3. 5 & 2 and 4 & 2 Part Time Employee Schedules between 3:00 PM and 7:00 AM.**

Part time 5 & 2 or 4 & 2 employees working twenty-four (24) hours per week or more shall receive night differential as follows:

- (a) Employees hired prior to January 1, 2015, whose working hours fall between 3:00 PM and 7:00 AM, shall receive, in addition to their regular pay, an additional ten (10%) percent of their base salary.
- (b) Employees hired on or after January 1, 2015, whose working hours fall between 3:00 PM and 7:00 AM, shall receive, in addition to their regular pay, an additional five (5%) percent of their base salary.
- (c) Employees must work a minimum of two (2) hours into the corresponding shift period and be assigned to the 5&2 or 4&2 schedule for a minimum of four (4) weeks to qualify for any differential pay.
- (d) Employees entitled to shift differentials shall be compensated in two hour completed blocks (i.e., an employee working 3.5 hours is only entitled to a 2-hour differential payment but an employee working 4 hours is entitled to 4 hours of differential payment).

## **Section 4. Establishment of Swing Shift by the Sheriff.**

In the event the Sheriff's Office establishes a swing shift, 5&2 and 4&2 employees, differential payments shall be as follows:

- (a) Employees hired prior to January 1, 2015, whose working hours fall between 3:00 PM and 7:00 AM, shall receive, in addition to their regular pay, an additional ten (10%) percent of their base salary.
- (b) Employees hired on or after January 1, 2015, whose working hours fall between 3:00 PM and 7:00 AM, shall receive, in addition to their regular pay, an additional five (5%) percent of their base salary.

## **ARTICLE X. RETIREMENT & SEPARATION OF EMPLOYMENT**

### **Section 1. Payment for Unused Benefit Time at Separation of Employment.**

Upon discharge, the employee will receive, no later than the next pay period, all monies to which the employee is owed including, but not limited to, payment for all earned and unused vacation, personal leave, perfect attendance bonus, and sick time except that if an employee forfeits his job pursuant to N.J.S.A. 2C:51-1, et seq., s/he shall receive no benefits whatsoever. An employee shall not be entitled to compensation for sick time earned if terminated for just cause.

### **Section 2. Payment for Unused Benefit Time at Resignation of Employment.**

Upon resignation the employee will receive, no later than the next pay period, all monies to which the employee is owed including, but not limited to, payment for all earned and unused vacation, personal leave, perfect attendance bonus, and sick time so long as the employee has complied with County procedures regarding resignation or has been granted a waiver of applicable County procedures. Granting such a waiver is at the discretion of the Sheriff.

### **Section 3. Retirement.**

- (a) All employees covered under this Agreement must apply no less than three (3) months prior to retirement at the County Personnel Office. The Employee must bring the following: (a) employee's birth certification; (b) birth certificate of employee's spouse; (c) marriage certificate; (d) divorce papers, if applicable; and (e) birth certificate of any child under the age of eighteen.
- (b) The retirement benefits are explained in the PERS Pension Booklets. The County shall continue to provide and pay for medical/hospitalization and prescription coverage for all retired employees in the Union as outlined in **Appendix B.**
- (c) For existing employees, the County shall pay in full, all medical and prescription premiums, except for the employee's contribution or co-pay for all members who retire with a minimum of twenty-five years (25) of service with the County.
- (d) Employees who retire on a disability pension shall continue to receive full medical benefits as are provided under this Agreement at no cost to the retiree or the retiree's family as if the employee were an active member of the Department. Upon retirement, the member shall be eligible for the same level of healthcare benefits that the retiree had immediately prior to retirement, unless said retiree chooses a different plan.

### **Section 4. Payment of Accumulated Sick Time for Employees Hired Prior to May 3, 2010.**

For employees hired prior to May 3, 2010, upon retirement, shall receive payment for accumulated sick time in the amount of fifty percent (50%) of the accumulated sick time with a maximum amount of fifteen thousand dollars (\$15,000.00). Renumeration for all accrued time shall be paid out in accordance with existing County policy.

### **Section 5. Payment of Accumulated Sick Time for Employees Hired After May 3, 2010.**

For employees hired after May 3, 2010, upon retirement, shall receive payment for accumulated sick time in the amount of fifty percent (50%) of the accumulate sick time with a maximum amount of twelve thousand dollars (\$12,000.00). Renumeration for all accrued time shall be paid out in accordance with existing County policy.

**ARTICLE XI. VACATION, SICK, PERSONAL AND BEREAVEMENT LEAVES**

**Section 1. Vacation Request Procedure.**

Provided vacation requests are submitted by January 15th each year, such requests will be granted based on seniority within each Division (Patrol, Corrections, Courthouse) of the Sheriff's Office. Vacation time is earned according to the date of hire with the County. If an employee is on an approved vacation and a recognized holiday falls during said vacation, the employee gets the holiday and is not charged a vacation day for the holiday.

**Section 2. Vacation Accrual for Employees Hired Prior to May 16, 2016.**

Vacation time shall be granted as follows to employees hired prior to May 16, 2016:

<b>YEARS OF SERVICE</b>	<b>WORKING DAYS VACATION EACH YEAR</b>
1 to 5 years	12
6 to 10 years	15
11 to 15 years	18
16 to 20 years	20
Over 20 years	22

**Section 3. Vacation Accrual for Employees Hired After May 16, 2016.**

Vacation time shall be granted as follows to employees hired after May 16, 2016:

<b>YEARS OF SERVICE</b>	<b>WORKING DAYS VACATION EACH YEAR</b>
1 to 10 years	12
11 to 15 years	15
16 to 20 years	18
Over 20 years	20

**Section 4. Vacation Accrual for Employees Assigned to a Pitman Schedule Hired Prior to May 16, 2016.**

Employees assigned to a Pitman Scheduled hired prior to May 16, 2016 will be granted vacation time as follows:

<b>YEARS OF SERVICE</b>	<b>WORKING HOURS VACATION EACH YEAR</b>
1 to 5 years	96
6 to 10 years	120
11 to 15 years	144
16 to 20 years	160
Over 20 years	176

**Section 5. Vacation Accrual for Employees Assigned to a Pitman Scheduled Hired After May 16, 2016.**

Employees assigned to a Pitman Scheduled hired after May 16, 2016 will be granted vacation time as follows:

<b>YEARS OF SERVICE</b>	<b>WORKING HOURS VACATION EACH YEAR</b>
1 to 10 years	96
11 to 15 years	120

16 to 20 years	144
Over 20 years	160

**Section 6. Green Schedule.**

For those employees on a Green Schedule working Monday to Friday, in the event that a Holiday falls during the period of vacation time utilized by such employees, such employees will be paid for the Holiday and not charged a vacation day. However, said employees shall not be entitled to double time and/or Holiday Pay for same.

**Section 7. Miscellaneous.**

- (a) It shall be duly noted that at no time shall an employee have more than two (2) years vacation time accumulated without permission from the Sheriff or his/her designee.
- (b) In the event an employee is ill during a period of vacation, such employee will be charged sick leave instead of vacation. The Sheriff or County may demand a doctor's certification.

**Section 8. Pitman Schedule Vacation.**

For the purpose of Pitman vacation time, the employees will be granted a day for a day for full day usage. The records will only reflect an eight (8) hour deduction (i.e., a 12-hour day off will only show up in the records as an eight (8) hour reduction). If time is used in less than full day increments, it will be deducted on an hour for hour reduction based on the hour banks listed above.

**Section 9. Sick Leave.**

- (a) Every full-time employee covered by this Agreement shall earn payment for absence due to illness at a rate of fifteen (15) days per year, which shall be available for use by the employee on January 1st. Unused sick days shall be cumulative from year to year. Should an employee use all of his/her paid sick leave days not yet earned, and the employee is separated from employment with the County, the County reserves the right to deduct the unearned paid sick leave from any monies the employee may have due and which sick leave accrues at a rate of 1.25 days per month.
- (b) Every employee covered by this Agreement and assigned to a Pitman Schedule shall earn payment for absence due to illness at a rate of one-hundred-eight (180) hours per year, which shall accumulate at the rate of fifteen (15) hours per month. Unused sick days shall be cumulative from year to year.
- (c) After an employee has used ten (10) or more sick days in any calendar year, the Sheriff shall have the right to demand that the employee furnishes a doctor's note for any additional sick days.
- (d) After the employee has used five (5) consecutive sick days, the Sheriff shall have the right to demand that the employee furnishes a note from his/her doctor for any additional sick days.
- (e) If an employee must work a holiday and calls out sick, he or she shall have the holiday pay rate deducted from his/her check. Said employee must furnish a doctor's note and absorb a sick day.
- (f) For each quarter that a full-time employee does not use any sick time, one (1) additional compensation day will be awarded as an incentive for perfect attendance. Employees who are eligible to receive the perfect attendance bonus must use same in the next quarter or, with the approval of management, in the quarter after that. Any time earned in the final quarter of the year may be used in the first quarter of the next year, or, with approval of the Sheriff, the quarter after that.

- (g) The Department sick call policy/procedure will be followed by all employees within this Union with no exceptions.

**Section 10. Personal Leave.**

- (a) Every employee covered by this Agreement shall be allowed three (3) days personal leave with pay per year, provided that the Division Head is notified of such leave at least three (3) days in advance, except in emergency situations. Approval of such leave requests by the Division Head shall not be unreasonably withheld. Such leave shall not be cumulative from year to year. However, all unused personal days shall be paid to such employee at the end of the year if the days were denied or may be carried over with the approval of the Sheriff.
- (b) For those employees working a Pitman Schedule, personal days shall be credited on a day for day basis. For example, the current allotment of eight (8) hours will be twelve (12) hours under this Agreement.
- (c) Part time employees are not eligible for personal days.

**Section 11. Bereavement Leave.**

- (a) Every employee covered by this Agreement shall be allowed four (4) days leave per death of the employee's spouse, civil partner, children, parents, siblings, grandparents, grandchildren, mother- or father-in-law, sister- or brother-in-law; son- or daughter-in-law, or a family member living in the employee's immediate household. An additional four (4) days shall be given in the event of the death of the employee's spouse, civil partner, or child.
- (b) All other bereavement leave requests shall be governed by the Passaic County Personnel and Policies and Procedures Manual ("Employee Manual") adopted by the Board of County Commissioners of the County of Passaic the benefits shall be equal to the benefits as of the date the Agreement was ratified by the Parties on January 7, 2021.

**Section 12. Increment Use of Paid Time Off.**

Paid time off in this Article may be used in four (4) hour increments.

**ARTICLE XII. HOLIDAY COMPENSATION**

**Section 1. Paid Holidays.**

The following days are recognized paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Juneteenth (third Friday in June)
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day



Thanksgiving Day  
Day After Thanksgiving  
½ Day Christmas Eve  
Christmas Day  
½ Day New Year's Eve

**Section 2. Pitman Schedule and 4 & 2 Workweek.**

Those employees having a Pitman Schedule, or a four and two (4 & 2) workweek, shall be paid at the rate of double their base salary whenever their regularly scheduled workday falls on a recognized holiday.

**Section 3. Holiday Recognition for 5 & 2 Workweek.**

Those employees having a five and two (5 & 2) workweek as defined herein shall be compensated as follows:

- (a) Recognized holidays that fall on a Saturday shall be celebrated on the preceding Friday.
- (b) Recognized holidays that fall on a Sunday shall be celebrated on the succeeding Monday.
- (c) In the event that Section 3 (a) or Section 3 (b) is countermanded by the Sheriff and/or ordered by the courts requiring the services of employees, the affected employees shall be granted equal compensatory time off in recognition of the holiday.

**Section 4. Part Time Employees.**

- (a) Part time employees will receive holiday compensation only when the holiday falls on his/her scheduled workday.
- (b) 5 & 2 Security Guards scheduled to work on a holiday as a normal workday will receive holiday compensation.

**ARTICLE XIII. CRIMINAL/CIVIL ACTIONS**

**Section 1. Legal Defense of Employees.**

- (a) The County shall be responsible for all judgments, attorney fees and costs, whether criminal or civil in nature, which directly or indirectly arise out of or in the course of employment, of any employee covered by this Agreement.
- (b) The County represents that it maintains appropriate and sufficient insurance to cover any and all damages resulting from judgments rendered in civil action brought against an employee for any unintentional act or omission arising out of and in the course of the employee's performance of duties. Employees will be indemnified pursuant to the Indemnification Policy established by the Board in the Employee Manual.

**ARTICLE XIV. PAYMENT FOR EDUCATION/CONTINUING EDUCATION**

**Section 1. Work-Related Trainings.**

The County represents that time off without penalty shall be granted to those Employees enrolled in approved work-related training courses, subject to the needs of the Sheriff.

**Section 2. Completion of Work-Related Studies.**

Any employee who enrolls in, attends and successfully completes a course in work related studies at an accredited institution or college approved by the Middle State Association Colleges and Secondary Schools shall be paid a one-time payment of twenty dollars (\$20.00) per credit.

**Section 3. Education Increment.**

All the aforementioned courses must be approved in advance by the Sheriff and shall be paid during the first quarter of the calendar year. In addition, those employees who have attained, or hereafter attains a college degree, shall receive an annual educational increment as follows:

DEGREE	EDUCATION INCREMENT
Associate degree	\$1,000.00
Bachelor's Degree	\$1,500.00
Graduate Degree	\$2,000.00

**ARTICLE XV. MEDICAL BENEFITS**

**Section 1. Insurance Coverage.**

- (a) The County will continue to provide and pay for medical hospitalization, subject to the required contributions and major medical insurance coverage and provide multiple plan options as required by law.
- (b) Bargaining unit employees shall make contributions toward the cost of their health insurance coverage in an amount set forth pursuant to P.L. 2010, Ch. 78, and any amendments thereto. In addition, new employees hired after May 3, 2010 shall be responsible for the deductible based on the plans selected.
- (c) All covered medical bills will be paid within forty-five (45) days of services rendered.
- (d) Part time employees with a constant twenty-four (24) hour workweek will receive single medical, prescription and dental benefits for him/herself.
- (e) The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are equivalent to or better than those provided by the policies in effect on the date of this Agreement.

**Section 2. Dental Coverage.**

Dental coverage shall be provided to employees as set forth in **Appendix C.**

**Section 3. Pre-Paid Prescription Plan.**

Prescription plan options shall be provided as is required by law.

**Section 4. Disability Plan.**

Disability insurance coverage shall be governed by the Employee Manual and the benefits shall be equal to the benefits as of the date the Agreement was ratified by the Parties on January 7, 2021.

**Section 5. Work Incurred Injury.**

Workers' compensation coverage shall be governed by the Employee Manual and the benefits shall be equal to the benefits as of the date the Agreement was ratified by the Parties on January 7, 2021.

**Section 6. Life Insurance.**

The County will continue to provide and pay for life insurance policy for each employee in the minimum amount of four thousand dollars (\$4,000.00).

**Section 7. Out-of-Network Coverage.**

Effective January 7, 2021, all out of network charges shall be paid at one hundred and fifty percent (150%) of the Medicare Rate Schedule.

**Section 8. Eligibility for County's Traditional Healthcare Plan.**

- (a) Effective January 7, 2021, new employees hired shall not be entitled to enroll in the County's Traditional Healthcare Plan.
- (b) Employees electing to change from the Traditional Healthcare Plan to another available plan will be permitted to change back to the Traditional Healthcare Plan, subject to the enrollment provisions of the Traditional Healthcare Plan.

**Section 9. Eligibility for Lifetime Benefits Upon Retirement**

Effective January 7, 2021, new employees hired shall not be entitled to lifetime benefits upon retirement.

**ARTICLE XVI. MISCELLANEOUS**

**Section 1. Union Bulletin Board.**

The Union shall have the right to post within the workplace Union related notices using their own stationery on available bulletin boards.

**Section 2. Union Business.**

Any representative of the Union that is scheduled to participate in negotiations or grievance procedures, Union meetings and related Union business during work hours will suffer no loss in or benefits. Union business shall be defined as any activity that directly relates to the running of the Union or training requested by a board member that is directly related to protecting the interest of the Union. Whenever any representative of the Union is scheduled to participate in negotiations, grievances, conventions, or any Union business during work hours, she/he shall suffer no loss of pay provided a written request is submitted and approved by the Sheriff prior to the event.

**Section 3. Union Office.**

- (a) The Sheriff agrees to provide an on-site office to conduct Union business. A telephone line will be installed for use by the Union for Union business. Additionally, facilities for the Union to conduct meetings during on duty and off duty hours.
- (b) The Union shall be afforded visitation rights to its members and access to a bulletin board to post notices

regarding Union business.

**Section 4. Union Membership Dues.**

The County agrees to deduct the Union monthly membership dues from the pay of those employees who have authorized such deductions in writing, pursuant to N.J.S.A. 52:14-15.9e. The amounts so deducted shall be remitted to the Union in check form in a timely fashion, together with a list of names of its employees.

**Section 5. Indemnification.**

It is specifically agreed that the Sheriff and County assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold the County and Sheriff harmless for any claim, actions or proceedings by an employee arising from dues deductions made by the County and Sheriff hereunder. Once the funds are remitted to the Union, disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 6. Amendments.**

No change(s) to this Agreement shall occur without written agreement between the parties.

**Section 7. Severability.**

Should any portion of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to that specific portion of the Agreement affected by such decision of the court, whereupon the Parties agree to immediately negotiate a substitute for the invalidated portion thereof.

**Section 8. Present Benefits.**

Except as otherwise provided herein, all benefits, which employees have heretofore held and are presently holding, shall be maintained and continued by the County during the term of this Agreement. The personnel policies and regulations of the Department, established for all employees of all divisions, which have mutually agreed upon and are in effect, shall continue to be applicable to all employees except as otherwise provided herein.

**Section 9. Non-Discrimination.**

The County agrees that it shall not discriminate against any employee during the term of this Agreement with respect to hours, wages or terms of or conditions of employment, including loss of income, change of assignment or demotion, by reason of his/her membership in the Union and its affiliates participating in any activities, collective negotiations with the County, or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

**Section 10. Requests for Information.**

The County agrees to make available to the Union, in response to reasonable request, all available current and accurate information in the public domain.

**Section 11. Seniority.**

Seniority is defined as the amount of continuous permanent service to the County, regardless of title, and shall be based on total calendar years, months, and days, in continuous permanent service regardless of work week,

work year, or part-time status.

**Section 12. Printing Costs of Final Collective Negotiations Agreement.**

The Sheriff shall have the final Agreement printed to include all Appendices and Salary Guides and shall provide two hundred (200) copies to the Union within thirty (30) days of the Agreement being executed. The County and the Union will split the printing costs for these copies, with each party paying for fifty percent (50%) of the cost.

**Section 13. Direct Deposit.**

The Sheriff will continue to provide a direct deposit option to any/all banking institutions of the employee's choice.

**Section 14. Maintenance of Uniforms.**

Employees shall be responsible for all costs associated with the care, maintenance, alteration, repair, replacement, cleaning, dry cleaning and/or rental of his or her uniform. The Union members further expressly acknowledge and agree that they shall not be entitled to any additional compensation, benefits or overtime in connection with the care, maintenance, alteration, repair, replacement, cleaning, dry cleaning and/or rental of his or her uniform, including, but not limited to shirts, pants, jackets, hats, coats, buttons, badges, belts, holsters and other leather. However, if the Sheriff orders a uniform change then the Sheriff shall pay for said change.

**Section 15. Disciplinary Actions by Sheriff.**

The Sheriff may utilize any relevant counseling, verbal reprimand, writing reprimand, minor disciplinary action, or major disciplinary action in an employee's personnel file for the imposition of more serious discipline. A prior counseling, verbal reprimand, minor disciplinary action, or major disciplinary action in an employee's personnel file will not be used for imposition of future discipline if there has been no counseling, verbal reprimand, written reprimand, minor disciplinary action, or major disciplinary action for a period of five (5) years. This provision does not limit the Sheriff's right to impose a severe disciplinary action where warranted.

**Section 16. Personnel Matters.**

- (a) The Sheriff agrees to follow the N.J.A.C. 4A:3-1, et seq. regarding hiring, promotions & the posting of job announcements.
- (b) A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in a secure area as directed by the Sheriff and may be used for evaluation purposes.
- (c) Upon advanced notice and at reasonable times, any member of the Sheriff's Office may, at any time, review an employee's personnel file. However, this appointment for review must be made in writing on a Department form through the Sheriff or his designated representative.
- (d) Whenever a written complaint concerning an employee or his/her actions is to be placed in an employee's personnel file, a copy shall be made available to the employee and the employee shall be given the opportunity to rebut any material, if the employee so desires, and the employee shall be permitted to place said rebuttal in his/her file. (When the employee is given a copy of the complaint, the identification of the complainant shall be exercised.) However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all the details of the complaint, including the identity of the

complainant. Any and all unfounded complaints will be expunged from the employee's personnel file and will not be used in assessing penalty in any future disciplinary action.

- (e) All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from, unless such removal is agreed upon by both the Sheriff and the employee and permitted by law. Unless so agreed, removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

**Section 17. Bi-Monthly Payroll.**

The County, at its sole discretion, can change from a bi-weekly payroll to a bi-monthly payroll.

**Section 18. Successor Collective Negotiations Agreement.**

The Parties agree to enter into the collective negotiations over successor Agreements in accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. All provisions, terms and conditions of employment set forth in this Agreement, including but not limited to payment of salary step increases, will continue in effect until a successor Agreement has been negotiated and ratified by the Parties.

**ARTICLE XVII. NON DISCRIMINATION**

The Sheriff and the Union agree that the provisions of this Agreement shall be applied equally to all employees, and the parties agree to comply with all State and Federal discrimination laws.

**ARTICLE XVIII. DEPARTMENTAL INVESTIGATIONS**

To ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, all such investigations will be conducted in compliance with the Attorney General's guidelines and N.J.S.A. 40A:14-147.

**ARTICLE XIX. NO WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled to by law.

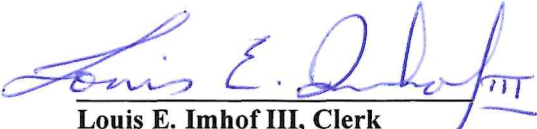
**ARTICLE XX. PERC**

It is understood that this Agreement shall be binding upon the parties, their successors, and assigns, and that, upon notice to either party pursuant to the regulations of the New Jersey Public Employment Relations Commission (PERC), either shall have the obligation to commence negotiations for a successor agreement pursuant to the Rules of the PERC.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their proper and duly considered officials, this 13 day of June 2023.

Attest:

COUNTY OF PASSAIC

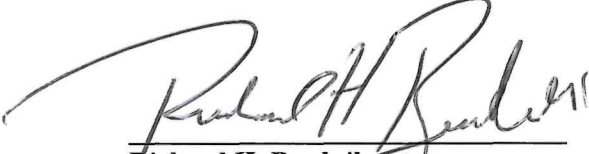
  
Louis E. Imhof III, Clerk  
Board of County Commissioners

  
Bruce James, Director  
Board of County Commissioners

AS TO FORM AND LEGALITY:

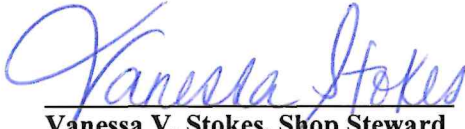
PASSAIC COUNTY SHERIFF:

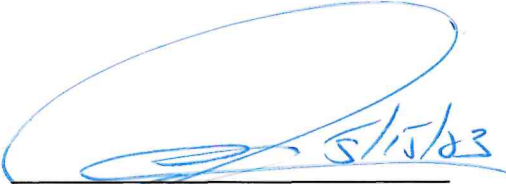
  
Nadege D. Allwaters, Esq.  
Passaic County Counsel

  
Richard H. Berdnik  
Passaic County Sheriff

Attest:

IBT TEAMSTERS LOCAL 125

  
Vanessa V. Stokes, Shop Steward  
IBT Local 125

  
David Baumann, Vice President  
IBT Local 125

**APPENDIX A – SALARY GUIDE**



International Brotherhood of Teamsters, Local 125

LOCAL 125  
PC SHERIFF

- Public Safety Telecommunicator Trainee [Level 9]
- Security Guard [Level 10]
- Public Safety Telecommunicator [Level 11]
- Senior Public Safety Telecommunicator [Level 12]
- Supervising Public Safety Telecommunicator [Level 15]
- Chief Public Safety Communicator [Level CPST]

January 1, 2023 - December 31, 2027

Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 Step 11 Step 12

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Level 9	\$41,120	<-----PST Trainee Only										
Level 10	\$32,010	\$34,213	\$36,414	\$38,617	\$40,819	\$43,023	\$45,224	\$47,426	\$49,672	\$52,158		
Level 11	\$45,000	\$46,350	\$47,741	\$49,173	\$50,648	\$52,167	\$53,732	\$55,344	\$57,005	\$58,715	\$60,476	\$62,291
Level 12	\$67,178	\$69,193	\$71,269	\$73,407	\$75,609							
Level 15	\$72,528	\$74,704	\$76,945	\$79,253	\$81,631	\$84,080	\$86,602	\$89,200	\$91,876	\$94,633		
Level CPST	\$85,000	\$87,550	\$90,177	\$92,882	\$95,668							

**APPENDIX B – RETIREE BENEFITS**

## County of Passaic 2022 Health Plan Comparison Summary

	TRADITIONAL PPO		HSA		POS		EPO
	IN-NETWORK AETNA Choice POS II	OUT-OF-NETWORK	IN-NETWORK AETNA Choice POS II	OUT-OF-NETWORK	IN-NETWORK AETNA Choice POS II	OUT-OF-NETWORK	IN-NETWORK ONLY AETNA Choice
<b>WELLNESS (Routine Care)</b>							
Physical Exams	100%	80%, deductible waived	100%	60%, deductible waived	100%	60%, deductible waived	100%
Well Child Care (Including Immunizations)	100%	80%, deductible waived	100%	60%, deductible waived	100%	60%, deductible waived	100%
Mammogram (Test and Reading)	100%	80%, deductible waived	100%	60%, deductible waived	100%	60%, deductible waived	100%
Pap Smears (Test and Reading)	100%	80%, deductible waived	100%	60%, deductible waived	100%	60%, deductible waived	100%
Prostate Blood Test (Test and Reading)	100%	80%, deductible waived	100%	60%, deductible waived	100%	60%, deductible waived	100%
Fecal Occult Screening (Test and Reading)	100%	80%, deductible waived	100%	60%, deductible waived	100%	60%, deductible waived	100%
<b>MAJOR MEDICAL</b>							
Deductible (Ded)	\$0/Individual \$0/Family	\$200/Individual* \$400/Family*	\$2,500/Individual \$5,000/Family	\$2,500/Individual \$5,000/Family	\$0 \$0	\$2,000/Individual \$4,000/Family	\$0/Individual \$0/Family
Coinurance Percent	90%	80%	80%	80%	100%	60%	100%
Medical Out-of-Pocket Maximum (Including Medical copays and deductible)	\$150/Individual* \$300/Family	\$400/Individual* \$800/Family	\$5,000/Individual \$10,000/Family	\$10,000/Individual \$20,000/Family	\$5,000/Individual \$10,000/Family	\$5,000/Individual \$10,000/Family	\$2,500/Individual \$5,000/Family
Annual Maximum Per Family Member	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Lifetime Maximum Per Family Member	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
<b>HOSPITAL BENEFITS</b>							
In-Patient	100%	100%, Deductible waived	80% after deductible	60% after deductible	100%	60% after deductible	\$250 copay per day, then 100% (maximum 5 Copays per admission)
Out-Patient	100%	100%, Deductible waived	80% after deductible	60% after deductible	100%	60% after deductible	\$200 copay, then 100%
Emergency Room	100%; \$25 copay	100%; \$25 copay	80% after deductible	60% after deductible	100%; \$50 copay	100%; \$50 copay	\$100 copay, then 100%
<b>SURGICAL BENEFITS</b>							
In-Patient	100%	100%, Deductible waived	80% after deductible	60% after deductible	100%	60% after deductible	100%
Out-Patient	100%	100%, Deductible waived	80% after deductible	60% after deductible	100%	60% after deductible	100%
<b>PHYSICIANS OFFICE VISITS</b>	100%, \$15 copay*	80% after deductible	80% after deductible	60% after deductible	100% after \$20 copay	60% after deductible	100% after \$20 copay
<b>SPECIALIST OFFICE VISITS</b>	100%, \$15 copay* (no referral needed)	80% after deductible	80% after deductible (no referral needed)	60% after deductible	100% after \$40 copay (no referral needed)	60% after deductible	100% after \$20 copay (no referral needed)
<b>LABORATORY SERVICES (Bloodwork)</b>	100% of the first \$50 per calendar year, then 90%	100% of the first \$50 per calendar year, deductible waived, then 80% after deductible	80% after deductible	60% after deductible	100%	60% after deductible	100%
<b>DIAGNOSTIC &amp; X-RAYS</b>	100% of the first \$50 per calendar year, then 90%	100% of the first \$50 per calendar year, deductible waived, then 80% after deductible	80% after deductible	60% after deductible	100%	60% after deductible	100%
<b>RADIOLOGY, ULTRASOUND, CT, MRI</b>	100% of the first \$125 per calendar year, then 90%	100% of the first \$125 per calendar year, deductible waived, then 80% after deductible	80% after deductible	60% after deductible	100%	60% after deductible	100%
<b>MENTAL/NERVOUS AND SUBSTANCE ABUSE</b>							
In-Patient	100%	100%, deductible waived	80% after deductible	60% after deductible	100%	60% after deductible	\$250 copay per day, then 100% (maximum 5 Copays per admission)
Out-Patient	100%, \$15 copay*	80%	80% after deductible	60% after deductible	100% after \$20 copay	60% after deductible	100% after \$20 copay
<b>ADDITIONAL MEDICAL BENEFITS</b>							
Therapeutic Manipulations	90%	80% after deductible	80% after deductible	60% after deductible	100% after \$20 copay 25 visits calendar year maximum	60% after deductible 25 visits calendar year maximum	100% after \$20 copay 25 visits calendar year maximum
Short Term Therapy Services (PT/OT/ST)	90%	80% after deductible	80% after deductible 30 visits calendar year maximum	60% after deductible 30 visits calendar year maximum	100% after \$20 copay 30 visits calendar year maximum	60% after deductible 30 visits calendar year maximum	100% after \$20 copay 30 visits calendar year maximum
Home Health Care	First 60 days per calendar year 100% Additional days same calendar year 90%	First 60 days per calendar year 100%, deductible waived Additional days same calendar year 80% after deductible	80% after deductible	60% after deductible	100%	60% after deductible	100%
Skilled Nursing Facility	First 30 days per calendar year 100% Additional days same calendar year 90%	First 30 days per calendar year 100%, deductible waived Additional days same calendar year 80% after deductible	80% after deductible	60% after deductible	100%	60% after deductible	100%
Hospice	100%	100%, deductible waived	80% after deductible	60% after deductible	100%	60% after deductible	100%
Ambulance Services - Emergency only **Non Medical Emergency Not Covered**	90%	90%	80% after deductible	60% after deductible	100%	60% after deductible	100%
Medical Supplies and Durable Equipment	90%	80% after deductible	80% after deductible	60% after deductible	100%	60% after deductible	50%
*May vary by union							
Prescription Drug - Option 1	\$5/\$10 (1x MO)		Covered under Medical (MMRX 80%)		\$5/\$10 (1x MO)		\$5/\$10 (1x MO)
Prescription Drug - Option 2	\$20/\$40/\$60 (1x MO)		Covered under Medical (MMRX 80%)		\$20/\$40/\$60 (1x MO)		\$20/\$40/\$60 (1x MO)
*May vary by union							
Medical Program	Traditional PPO		HSA		POS		EPO
Single	\$1,466.83		\$610.98		\$669.50		\$753.22
2 Adults	\$3,156.95		\$1,310.39		\$1,440.93		\$1,621.09
Family	\$3,735.41		\$1,538.07		\$1,714.09		\$1,892.08
Parent/Child(ren)	\$1,835.82		\$763.68		\$837.94		\$942.69
Prescription Drug	\$5/\$10 (1x MO)		MMRX		\$5/\$10 (1x MO)		\$5/\$10 (1x MO)
Single	\$462.29	\$267.57			\$462.29	\$267.57	\$462.29
2 Adults	\$975.42	\$664.59			\$975.42	\$664.59	\$975.42
Family	\$1,160.33	\$671.62			\$1,160.33	\$671.62	\$1,160.33
Parent/Child(ren)	\$661.04	\$382.62			\$661.04	\$382.62	\$661.04
<b>Annual Premium Rates (Medical and Rx)</b>							
Combined	Total		Total		Total		Total
Single	\$23,149.44	\$20,812.80	\$7,331.76	\$13,881.48	\$11,244.84	\$14,586.13	\$12,249.48
2 Adults	\$49,585.44	\$44,658.48	\$15,724.68	\$28,996.20	\$24,066.24	\$31,158.13	\$26,328.16
Family	\$58,985.88	\$53,124.36	\$18,696.84	\$34,493.04	\$28,628.52	\$36,628.92	\$30,764.40
Parent/Child(ren)	\$29,962.32	\$26,621.28	\$9,164.16	\$17,987.76	\$14,646.72	\$19,244.76	\$15,903.72

Note: All treatment is subject to a determination of medical necessity. Please refer to SPD for complete benefit plan descriptions

**APPENDIX C – DENTAL INSURANCE**



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

County of Passaic - 96682

Horizon Dental Plans		Dental Option Plan	HDC H
Annual Deductible		\$25 per person	None
Out-of-network		Yes	No
Annual Maximum		\$1,000	None
Ortho Maximum		N/A	See benefit booklet
COVERED SERVICES		OUT-OF-POCKET COSTS	OUT-OF-POCKET COSTS
<b>Exams and Preventive Services Exams*</b>	All exams Fluoride treatment (child) Sealant application Prophylaxis	50%	\$0
<b>X-rays*</b>	Panoramic Full-mouth X-rays	50%	\$0
<b>Space maintainers</b>	Space maintainers – fixed unilateral /bilateral	50%	\$0
<b>Restorations and Repairs</b>	Amalgam restorations Composite restorations (other than for molars)	50%	\$11 \$10-\$12
<b>Endodontics</b>	Pulp cap/Pulpotomy Root canal therapy – anterior, bicuspid	50%	\$12/\$30 \$125
	Root canal therapy molar Denture adjustments and repairs	50% 50%	\$200 \$20
<b>Periodontics</b>	Scaling and root planing Gingivectomy Soft tissue grafts Periodontal maintenance	50%	\$35 \$90 \$115 \$30
	Osseous surgery	50%	\$210
<b>Oral Surgery</b>	Routine extractions Soft tissue surgical extractions Incision and drainage of abscess	0%	\$11 \$45 \$15-\$20
	Surgical extractions - impacted	50%	\$60-\$65
COVERED SERVICES		OUT-OF-POCKET COSTS	OUT-OF-POCKET COSTS
<b>Major Restoration</b>	Crowns	50%	\$75-\$240
<b>Dentures</b>	Complete and partial dentures	50%	\$250-\$270
<b>Fixed Bridges</b>	Retainers and pontics	50%	\$230-\$240
<b>Orthodontic Procedures (per optional rider)</b>	Children only. Limited to one complete orthodontic treatment per lifetime	50%	See benefit booklet

## Dental Vocabulary

### Visits and Exams

**Fluoride Treatment** - a prescription strength fluoride product that helps strengthen the tooth surface and prevent cavities.

**Sealant Application** - a composite material used to seal the decay-prone pits, fissures and grooves of children's teeth to prevent tooth decay.

**Space Maintainer** - a dental appliance that fills the space of a lost tooth or teeth and prevents other teeth from moving into the space. Used especially in orthodontic and pediatric treatment.

**Prophylaxis** - the scaling and polishing procedure performed to remove calculus, plaque and stains from teeth.

### Restorations and Repairs

**Restoration** - any material or device used to replace tooth structure lost because of decay or fracture.

**Amalgam** - an alloy used to restore teeth.

**Composite Restoration** - a tooth-colored material used to restore teeth.

### Endodontics

**Endodontics** - the dental specialty that deals with injuries to or diseases of the pulp, or nerve, of the tooth.

**Pulp Cap** - procedure used by which pulp is covered with a dressing or cement.

**Pulpotomy** - to remove a portion of the tooth's pulp.

**Root Canal Therapy** - the process of treating disease or inflammation of the pulp or root canal. This involves removing the pulp and tooth's nerves and filling the canal(s) with an appropriate material for a permanent seal.

**Anterior** - refers to the teeth and tissues toward the front of the mouth.

**Molar** - the broad, multicusped back teeth used for grinding food.

**Bicuspid** - a two-cusped tooth found between the molar and the cuspid.

### Periodontics

**Periodontics** - the dental specialty that deals with injuries or diseases of the gums and supporting tissues.

**Scaling** - a procedure used to remove plaque, calculus and stains from the teeth.

**Root Planning** - the process of scaling and planning root surfaces to remove all calculus, plaque and infected tissue.

**Gingivectomy** - the surgical removal of gingival (gum) tissue.

**Osseous Surgery** - surgery performed to correct damage to gingival (gum) tissue and supporting structures as a result of periodontal disease.

### Oral Surgery

**Surgical Extractions** - extraction of an unerupted tooth by making a surgical incision.

**Incision and Drainage of Abscess** - making an incision so the trapped liquids in the infected tissue can escape.

### Major Restoration

**Crowns** - the portion of the tooth that is covered by enamel. Also a dental restoration that covers the area of the tooth and restores it to its original shape.

### Dentures

**Complete Dentures** - a dental prosthesis that replaces all the natural teeth of a single dental arch.

**Partial Dentures** - a dental prosthesis that replaces one or more, but less than all, of the natural teeth and associated structures in an arch.

### Fixed Bridges

**Retainers** - the part of a fixed bridge that attaches a false tooth to a natural tooth or implant.

**Pontics** - an artificial tooth used in a fixed bridge to replace a missing tooth.

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