

AGREEMENT

This AGREEMENT made this day of , 1976
between the COUNTY OF ESSEX, public employer, with offices at
the Hall of Records, Newark, New Jersey, hereinafter referred
to as the "County" and the ESSEX COUNTY CORRECTION OFFICERS
(at the Essex County Jail) represented by New Jersey State
Policemen's Benevolent Association Local 153, hereinafter
referred to as the "Association".

WITNESSETH:

WHEREAS, the Public Employment Relations Commission
has certified the New Jersey Policemen's Benevolent Association
Local 153 as the exclusive representatives for the purpose
of collective negotiations with respect to wages, hours, terms
and other conditions of employment for all Correction Officers
employed at the Essex County Jail excluding Sergeants, Lieuten-
ants, Captains, Deputy Wardens, Wardens and all other employees
and;

WHEREAS, the New Jersey State Policemen's Benevolent
Association Local 153 has been directed by the Public Employ-
ment Relations Commission to bargain on behalf of said employees.

NOW THEREFORE, the County and the Association
mutually agree as follows:

ARTICLE I. PURPOSE

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

ARTICLE II. CIVIL SERVICE RULES

Whenever there should appear to be a conflict between the terms of this Agreement on the one hand, and the Civil Service Law (N.J.S.A. 11:1-1, et seq.) and the revised Civil Service Rules for the State of New Jersey (N.J.A.C. Title 4), on the other hand, the terms of the latter shall prevail. Nothing in this Agreement shall be construed as to over-ride current rules and regulations at the respective institutions where the employees are employed.

ARTICLE III. RECOGNITION

The County recognizes New Jersey State Policemen's Benevolent Association Local 153, as the exclusive representative of all Correction Officers employed by the County at the Essex County Jail excluding all Sergeants, Lieutenants, Captains, Deputy Wardens, Warden and all other employees, for the purpose of collective negotiations under and pursuant to Chapter 303 L. 1968 (N.J.S.A. 34:13A-1, et seq.) with respect to salary, hours, and other terms and conditions of employment. The said New Jersey State Policemen's Benevolent Association Local 153 shall serve as the exclusive representative for the purpose of collective negotiations as aforesaid for the aforesaid County Correction Officers employed at the Essex County Jail during the term of this Agreement unless changed pursuant to the terms of Chapter 303 L. 1968 (N.J.S.A. 34:14A-1).

ARTICLE IV. RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits which said County Correction Officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the County during the term of this

OK

OK

County
wants to add
agree to any type
change

Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all said Correction Officers, except as otherwise expressly provided herein.

The County agrees that it shall not discriminate against any Correction Officer with respect to hours, wages, or any terms or conditions of employment by reason of membership in New Jersey Policemen's Benevolent Association Local 153, its affiliates, or participation in any activities of the Association and its affiliates, collective negotiations with the County or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

ARTICLE V. UNIFORM ALLOWANCE

An allowance for uniforms of \$450.00 per annum shall be made by the County, payable on May 1 of each year, upon submission of vouchers evidencing payment therefore submitted to the Warden of the Essex County Jail and any change in uniform design shall be paid for by the County.

In addition to the foregoing, the County shall pay the sum of \$300.00 as an additional contribution for the rise in costs of uniforms resulting from the increase in cost of living during the year 1976 and prior thereto. It is specifically understood and agreed that the said additional sum of \$300.00 represents a one-time contribution for the special circumstances justifying payment of same and is not to be considered a continuing benefit. The said additional sum of \$300.00 shall be paid by separate check without deductions.

ARTICLE VI. LONGEVITY

1. The longevity increment program will be continued in effect for all permanent employees on the payroll as of

Separate Clause Non Disc

7th Present Inspection Procedure

*1982
May 15 225
Dec 15 225
Safety Allowance
\$100 payable
Dec 15 1982*

*1983
all 250
50 May 15
50 Dec 15*

OK

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 December 31, 1975 and shall not be thereafter modified.

3. Effective January 1, 1976 inequities in longevity payments will be eliminated over a five year basis by increasing an affected employee's longevity increment to the extent of 20% of said inequity in each of the aforesaid five years.

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

ARTICLE VII GRIEVANCE PROCEDURE

Any dispute, difference, or grievance regarding the interpretation application or violation of policies, administrative decisions, and agreements, including this Agreement, affecting Correction Officers, shall first be attempted to be settled by means of a conference between the representatives of the Association and the representatives of the County.

ARTICLE VIII ARBITRATION

In the event that such grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such grievance regarding the interpretation or application of the provisions of the agreement may be submitted to arbitration at the request of either party to the New Jersey State Board of Mediation or the Public Employees Relations Commission, who shall designate an arbitrator.

In order for a grievance to be arbitrable it must be submitted, in writing, to the Warden with a copy to the

*New Jersey
subject to
our laws*

County Personnel Director within 90 calendar days of its occurrence. Discussion or conference between the representatives of the Association and the Warden or his designee or the County occurring after said 90 days is not to be considered a waiver of the right of the County to maintain that a grievance is not arbitrable.

The Warden shall give his answer to a timely grievance submitted to him within ten (10) calendar days after the conference between the parties. If same is not provided then the Association has the right to proceed to arbitration upon the end of said ten (10) day period.

Any employee who shall be required to testify at or attend hearings of arbitration, mediation or settlement of any questions or violations of this Agreement shall not suffer any loss of wages by reason thereof.

The decision of such designated arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitrator shall be borne equally between them. Only the Association or the County shall have the right to submit a matter to arbitration.

ARTICLE IX. VACATIONS

Vacations shall be granted to employees as follows:

First year.....One vacation day for each month of service.

Second through fifth year.....Twelve days.

After five years and up to and including fifteen years of employment.....Fifteen days.

After fifteen years of employment up to and including 20 years.....20 days.

After 20 years of employment.....25 days.

The employee celebrating his fifth, fifteenth, or twentieth anniversary will be granted the additional

*Modify
acc to Award*

vacation days during the year in which he celebrated the anniversary.

[In the event the Legislature enacts into law the Act now known as "20 and out" permitting employees with 20 years of service to retire then the County agrees upon demand by the P.B.A. to reopen this article dealing with vacations for the purpose of renegotiating this article only.]

Out

ARTICLE X HOSPITALIZATION, MEDICAL, SURGICAL,
MAJOR MEDICAL AND PRESCRIPTION INSURANCE

Hospitalization and Medical-Surgical (Blue Cross and Blue Shield) and Major Medical Insurance shall be paid for by the County. The insurance premium therefor shall cover the employee, his spouse and any dependant members of his family, eligible under the insurance contracts. 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, 1973.

Upon retirement a Correction Officer who is a member of P.E.R.S. and/or the Police and Firemen's Retirement System may join the New Jersey Blue Cross-Blue Shield Pension Program through the New Jersey State Division of Pensions and pay the group premium. A Correction Officer who is a member of P.E.R.S. and/or the Police and Firemen's Retirement System shall have life insurance coverage at three sixteenths (3/16ths) of his last year's salary with the County, without costs or at the amount provided by the appropriate Legislation for employees who are members of the Police and Firemen's Retirement System.

Upon retirement a Correction Officer who is a member of the Essex County Pension Program may continue his New Jersey Blue Cross-Blue Shield Insurance, and \$2,000.00 life insurance by paying group rate premiums therefor.

The County has offered a prescription plan to be effective on or about October 1, 1977. Since the type of

*New Language
P.B.A. Change
Carrier etc.*

coverage is presently unknown [the P.B.A. reserves the right to review the prescription plan when finalized by the County and to either accept or reject the same prior to it being implemented by the County.]

ARTICLE XI DIFFERENTIAL

Effective with the signing of this contract the first and third shifts shall have an equal shift differential of 17 1/2 cents per hour.

ARTICLE XII TERMS OF THIS CONTRACT

This Agreement shall continue in force and effect until December 31, 1977 or until a new and substituted Agreement is negotiated and executed or impasse reached whichever event shall last occur.

ARTICLE XIII RESOLUTION OF BOARD OF FREEHOLDERS & INSTITUTIONAL POLICY

1. Resolutions of the Board of Chosen Freeholders of the County affecting the Association on wages, hours, terms and other conditions of employment will be forwarded to the President of the Association in advance of their consideration whenever practicable and within a reasonable period of time after passed.

2. The Association will be notified of any change in institutional policy directly affecting the employees or the inmates.

ARTICLE XIV CHEST X-RAYS

Yearly chest x-rays will be made available to all employees at no cost to the employee and the results of the x-rays will be made available to them.

ARTICLE XV MEAL PERIODS

A meal period of thirty minutes during each shift will be allowed in which lunch may be eaten without deductions in pay. The meal period will be taken away from the assigned

*See Amendment
+ increase
Both shifts
receive \$4.94
on hour shift
OK*

*Add PBA
Final offer clause*

NA

OK

OK

post and the meal shall be provided by the County without cost to the employee.

ARTICLE XVI IN SERVICE TRAINING

Pursuant to the laws of the State of New Jersey made and provided, the program for Correction Officers in service training, will be continued by the County, ~~by this Plan.~~

ARTICLE XVII EXTENT OF COUNTY LIABILITY

Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of and in the course of and within the scope of the performance of the duties of such office, position or employment, the County shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom.

Should any criminal action be instituted against employee entitled to defense in civil actions according to the foregoing paragraph for any such act or omission arising out of his employment with the County and should such proceeding be dismissed or result in a final disposition in favor of such person, the County shall reimburse him for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

ARTICLE XVIII SALARY

1. (a) Effective January 1, 1977, the maximum salary of a Correction Officer shall be increased by 6% which will provide all employees covered by this Agreement with the following new salary range:

\$9,100.00 - \$15,170.00

*Change
See County
Prof. 5-3/82*

*New
Salary guide
5-3/82
5-3/83*

7
a

(b) Such increases will be paid only to such employees as were Correction Officers prior to January 1, 1977 and in accordance with past practice as to determination of eligibility for same.

2. The County and the Association recognize that the employees have in the past and may in the future be required to report for a lineup not more than fifteen (15) minutes before the regular shift begins and that the foregoing salary is intended to include payment for the same whether or not the fifteen minute lineup is continued in the future.

OK
Over time
Pd time 1/2 (County to check on Compliance - 1/2)
ARTICLE XIX HOLIDAYS

4. Last Holiday
OK
A. Should an employee be required to work on a day which is a legal holiday (including the Martin Luther King holiday) as approved by Resolution No. 28781 of the Board of Chosen Freeholders or which shall be declared a legal holiday by the Board of Chosen Freeholders of the County, the President, Congress, or the Governor, the employee shall have the following options to be exercised in his sole discretion.

1. At the time of posting, he may elect to be paid at the rate of time and one-half and if he so elects, he shall be paid in the next or second check after earned.
2. At the time of posting, he may elect to be paid straight time for the holiday worked and be granted a day off with pay within one year of the holiday worked. The Warden's office will be provided with three (3) choices by the employee not later than one month after the day is worked and the due day will be taken at a day mutually agreed upon by the employee and the Warden's office, provided, however, that no employee shall be compelled by the Warden or the County to take a day off which is not agreeable to the employee.
3. In the event the employee has not been permitted to exercise the option set forth in Paragraph 2 above and has not taken a day off within one year of the day worked, each such day will be paid at the rate of additional compensation of

of one and one-half days salary in his next or second check after the expiration of the one-year period.

B. The parties recognize that the due days had been accumulated by the employees prior to the date of the Agreement in effect in 1971. These due days are considered as being in the "bank". These due days shall be subject to the following options of the employees:

1. He may, beginning January 1, 1977, elect to be paid one day's pay for each day in the bank at his current rate of pay in effect at the time the election is made. If he so elects, he shall be paid in the next or second check after adoption of the 1977 budget but not later than April 1, 1977, provided, however, he may not be paid for more than ten bank due days in any one year following January 1, 1977.
2. He may elect to be granted a day off with pay in the next succeeding year beginning January 1, 1977, provided, however, he may not take more than ten bank due days in any one year following January 1, 1977, and provided further that these due days will be taken at a date mutually agreed upon by the employee and the Warden's office and provided further that the election made concerning days falling due from the bank in 1977 shall be announced by the employee on or before December 15, 1976, and provided further that no employee shall be compelled by the Warden or the County to take a day off which is not agreeable to the employee.
3. It is agreed that the aggregate number of paid days and due days taken in any one year from the bank shall not exceed ten.
4. He may elect not to be paid or not to take a day off in which case the days will continue in the bank to be disposed of in each succeeding year as set forth.
5. It is agreed that the limitation of ten days as set forth above is intended to apply only to days banked under the Agreement beginning January 1, 1974 and shall not include or limit holidays worked in the future or in 1971 under the 1971 agreement which shall be handled as previously set forth.
6. During the year employment is terminated all due days remaining in the bank, notwithstanding that the same exceeds ten become due at once during that year and the foregoing elections may be exercised for all days remaining in the bank.

ARTICLE XX SENIORITY

Seniorty is defined as the length of continuous service of permanent Correction Officers and a list of Correction Officers, listed according to seniority, shall be posted annually and shall be kept current by the County.

A. VACATION PICKS - Traditional principles of full and absolute seniority shall apply to vacation picks.

B. REDUCTIONS IN FORCE - Reductions in force are to be made in the order of least seniority first.

C. RETENTION OF BENEFITS - Nothing contained herein is intended to limit or change the application of seniority under the Civil Service Law and wherever there should appear to be a conflict between this Agreement and the Civil Service Law, the latter shall prevail.

D. VOLUNTARY SHIFT TRANSFER LIST - A voluntary shift transfer list is to be maintained by the County upon which the employee shall be permitted to record his preference for particular shifts. Transfers shall be made according to the date that the request was submitted provided, however, exceptions may be allowed with the consent of the Association.

E. INVOLUNTARY TRANSFERS - An involuntary transfer from one shift to another or one job to another may be made for good cause by the Warden. When so transferred, the employee may any time thereafter, state his preference on the voluntary shift transfer list as previously set forth.

F. GROUP SENIORITY - Assignments shall be made in accordance with the following group seniority:

1. Seniority Group One

Seniority Group One shall consist of the number of more senior Correction Officers required to fill the following assignments in all shifts:

Open

OK

Check

Check

Check

Check

1. Admitting and Records
2. Control (main)
3. Control (wing)
4. Runner
5. Clean-up
6. Gym
7. Doorman (specified)
8. Officers in charge of visitors, (lobby)

And any other assignments which the Association shall from time to time decide are to be added to this group.

2. Seniority Group Two

Seniority Group Two will encompass all Correction Officers who do not come under the Seniority Group One classifications. These men will, on a rotating basis, replace men in the Seniority Group One category in times of vacations, sick days and days off. Decisions on assignments will be handled exclusively by the Scheduling Officer.

G. JOB OPENINGS AND VOLUNTARY TRANSFERS - When an opening occurs in Seniority Group One, the vacancy will be filled in accordance with the provisions set forth in sub-paragraph 1 and 2, provided however, Officers in Seniority Group One shall be given an opportunity to state their preference.

ARTICLE XXI EDUCATION INCENTIVE

OK
All employees hereafter enrolling in the Essex County College Institute for Criminal Justice and who satisfactorily completes and earns 30 credits in the Institute's Correctional Officers Education Program shall receive a one-half increment in pay and upon satisfactory completion of 60 credits shall receive an additional one-half increment in pay.

Upon written request and at the discretion of the County, which shall not unreasonably be withheld, credit will be given for heretofore satisfactorily completed approved courses at other Institutes for Criminal Justice in courses dealing with police and correction officer science.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this _____ day of _____, 1976.

ATTEST:

Clerk

COUNTY OF ESSEX

BY:

DIRECTOR,
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Secretary

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION -
LOCAL 153

BY:
