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AGREEMENT

THIS AGREEMENT made this 9th day of February, 1973 between the County of Passaic, public employer, with offices in Paterson, New Jersey, hereinafter referred to as the County, and the Fraternal Order of Police, Passaic County, Lodge No. 15, hereinafter referred to as the F.O.P.

WITNESSETH:

WHEREAS, the County has recognized the F.O.P. as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment for all Sheriff's Officers employed by Passaic County at the Passaic County Jail;

NOW, THEREFORE, the County and the F.O.P. 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 RECOGNITION

The County recognizes Lodge No. 15, Fraternal Order of Police as the exclusive representative of all Sheriff's Officers, hereinafter referred to as Sheriff's Officers who are employed by Passaic County and assigned to the Passaic County Jail, for the purpose of collective bargaining and determination of grievances, pursuant to Chapter 303, L. 1968 ( N. J. S. A. 34:13A-1 et seq. ) with

X January 1, 1970 - December 31, 1972

respect to salary, hours of employment and other terms and conditions of employment. Lodge No. 15, Fraternal Order of Police shall serve as the exclusive representative for the personal and purposes aforesaid during the term of this agreement unless required to be changed according to the terms of Chapter 303, L.1968 ( N. J. S. A. 34:13A-1 ).

#### ARTICLE III DUES CHECK-OFF

The County agrees to deduct the monthly membership dues owing to the Lodge No. 15 Fraternal Order of Police from the pay of each 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 paid over to Lodge No. 15 Fraternal Order of Police together with a list of names of those persons from whom the deductions have been made on or before the 15th day of the month succeeding the date at which such deductions are made.

#### ARTICLE IV CLOTHING ALLOWANCE

The County agrees to issue to all Sheriff's Officers employed at the Passaic County Jail the following clothing:

- 2 pair winter trousers (skirts)
- 2 pair summer trousers (skirts)
- 6 winter shirts
- 6 summer shirts
- 1 coat or jacket

Those employees who do not now have the basic issue as detailed above shall be issued the balance of the clothing issue as aforesaid within three (3) months of the signing of this agreement.

Future clothing allowance will be on a replacement basis. The County will replace any and all worn or old uniforms as needed

upon receipt of the old uniform.

#### ARTICLE V AUTOMOBILE ALLOWANCE

All Sheriff's Officers in the performance of their duties shall not be required to use their own private vehicles.

In the event that an employee as aforesaid elects to use his or her own private vehicle he shall be compensated for such automobile useage at the rate of twelve (12¢) cents per mile. Employees will submit vouchers to the County to substantiate mileage.

#### ARTICLE VI LEAVES OF ABSENCE

##### A. DEATH

All Sheriff's Officers shall be entitled to one (1) day death leave with pay in the event of a death in the immediate family defined as follows: the spouse, child, employee's parents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law or a member of the immediate household of the employee.

Death leave days granted shall not be cumulative from year to year.

##### B. PERSONAL

All Sheriff's Officers shall be entitled to a maximum of three (3) paid personal leave days per year. Such days shall not be cumulative from year to year. Except in emergency situations that arise unexpectedly, the employee shall give three (3) working days notice of intent to the responsible Supervisor. Such notice to be received by the Warden.

##### C. SICK

Sick leave shall be computed as follows: during the first year of employment, the employee satisfactorily completing the

probationary period, shall be granted one day per month sick leave. For those employees employed continuously for one or more years, sick leave shall be accumulated at the rate of fifteen (15) days per year. Sick leave shall be cumulative from year to year for so long as the employee shall be continuously employed by the County. Any employee absent on sick leave for three (3) or more consecutive working days shall be required to submit a Doctor's certificate in accordance with the Civil Service Laws N.J.A.C. 4:1-17.18.

#### ARTICLE VII VACATION ENTITLEMENT

Those employees signatory to this agreement, provided they have completed the probationary period, shall be entitled to vacation as follows:

- 1 - 5 years - 12 working days vacation during each year of service
- 6 - 10 years - 15 working days vacation during each year of service
- 11 - 15 years - 18 working days vacation during each year of service
- 16 - 20 years - 20 working days vacation during each year of service
- 20 years and over - 22 working days vacation during each year of service

Employees with less than one year of employment shall accrue vacation pay at the rate of one day per month for each complete month of employment providing that the employee has completed the prescribed probationary period.

Seniority, by rank, shall prevail in all cases for choice of vacation time. That is to say, there shall be separate seniority lists for each rank, for the purpose of vacation selections.

#### ARTICLE VIII EMERGENCIES

##### A. LEGAL ASSISTANCE

The County represents that it maintains appropriate and

sufficient insurance to cover all damages resulting from any judgements rendered in a Civil Action brought against an employee for any unintentional act or omission arising out of and in the course of the performance of his duties.

B. REPLACEMENT DAMAGED CLOTHING

The County shall replace any clothing damaged or destroyed as a result of an assault suffered by such employee while the employee was acting in the discharge of his assigned duties.

C. MEDICAL

The County shall insure an employee for the cost of medical, surgical or hospital services required as the result of any injuries sustained in the course of his or her employment within limits of existing surgical, medical plan now in effect.

ARTICLE IX SENIORITY

Coincident with, and subsequent to, the adoption of this contract, the seniority rights of Sheriff's Officers shall be based upon the length of their respective prior and continuous services.

In computing the length of service of Sheriff's Officers, for the purpose of determining their seniority rights under this Agreement, all time hereafter during which they shall be absent from duty on leave, without pay, shall be deducted therefrom. However, a Sheriff's Officer on approved leave without pay for the purpose of furthering his education or training directly related to his employment from which he is on leave, the time so spent shall be counted as service time for computing seniority only.

ARTICLE X PROMOTIONS

Employee grades shall be as follows: Officer, Sergeant,

Lieutenant and Captain.

All employees shall conform to Civil Service regulations in effect at the time of signing of this contract.

Employees shall be classified as permanent, and shall spend not less than one year in each grade prior to being eligible for promotion.

#### ARTICLE XI TRAINING

All newly hired Sheriff's Officers and those Sheriff's Officers having been previously appointed, shall receive formal training at an appropriate training facility at the expense of the County forthwith as such courses become available.

#### ARTICLE XII DISCIPLINARY ACTION

The employer shall have the right to discharge or discipline an employee for good and sufficient cause. Reasons for such corrective action shall be communicated to the employee at or before the time of discharge or suspension in accordance with Civil Service Rules and Regulations.

#### ARTICLE XIII GRIEVANCE ARBITRATION

A grievance shall be any difference of opinion, controversy, or dispute arising between the parties hereto, relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of any provision of this agreement. Procedures for the resolution of such disputes or grievances shall be as follows:

STEP I - The aggrieved employee and an F.O.P. representative shall bring the nature of the grievance to the attention of the officer-in-charge in writing for resolution within four (4) working days of occurrence. Written reply shall be forthcoming from the respective officer-in-charge within three (3) working days.

STEP II - If the grievance is not adjusted to the satisfaction of the parties, the written grievance shall be presented by the F.O.P. representative to the Warden for resolution within three (3) working days after the written response from the officer-in-charge is due.

The Warden shall respond to the F.O.P. representative in writing within five (5) working days.

STEP III - Should the grievance remain unsettled, the written grievance shall be presented by the F.O.P. representative to the Sheriff for resolution within five (5) working days after the response from the Warden is due. The Sheriff shall respond in writing within ten (10) working days.

STEP IV - If the grievance is still unresolved within ten (10) working days after written response is received from the Sheriff, either party may request arbitration pursuant to the P.E.R.C. Rules and Regulations 19:12-14.

The decision of the Arbitrator shall be binding on all parties, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses are to be borne equally by the County and Lodge No. 15 Fraternal Order of Police.

#### GRIEVANCE COMMITTEE

Lodge No. 15 Fraternal Order of Police shall notify the Warden in writing of the names of the employees who are designated as the committee to represent employees under the grievance procedure. Upon notification to the Warden or his designee such persons may be permitted to confer freely with other representatives and employees during working hours, without loss of pay.

Such time spent shall be reasonable so as not to interfere with the mission of the Jail.

#### ARTICLE XIV SALARY

Sheriff's Officers shall be paid according to the following salary scale, retroactive to January 1, 1972:

	<u>Level</u>	<u>Increment</u>	<u>Start</u>	<u>Finish</u>	<u>Steps</u>
Sheriff's Officer	16	409	8146	10600	6
Sgt. Sheriff's Officer	17	428	8555	11123	6
Lt. Sheriff's Officer	19	472	9432	12264	6
Capt. Sheriff's Officer	20	496	9904	12880	6

During the term of this Agreement increments to which Sheriff's Officers may be entitled shall be awarded as follows:

A. All employees having an anniversary date between January 1st and June 30th shall receive the increment to which they would have been entitled on the employees anniversary date, paid retroactive to January 1st, 1972.

B. All employees having an anniversary date between July 1st and December 31st shall receive the increment to which they would be entitled on the employees anniversary date, paid retroactive to July 1st, 1972.

C. All employees at the maximum of their salary range shall receive the cost of living adjustment only.

#### ARTICLE XV SHIFT AND SHIFT DIFFERENTIAL

All employees working the second and third shifts shall receive a shift differential in the amount equal to ten (10) percent of the employee's salary for all such hours worked effective July 1st, 1972. All other compensation shall be at straight time without differential.

#### ARTICLE XVI COURT APPEARANCES AND OVERTIME

When a Sheriff's Officer is required to appear in Court for a job related incident, other than during his regular duty hours,

he shall be given compensatory time off, which shall equal the period of time spent in Court.

If such employee is called to Court-related duty or emergency he or she shall be entitled to compensatory time off for actual hours spent or if extension of work day paid overtime for hours spent at his regular rate.

Where an employee spends more than forty (40) hours on duty in any one work week, he or she shall be compensated at the rate of straight time for each hour worked over forty (40) hours.

Where an employee works more than eight (8) hours consecutively, he or she shall be compensated at the rate of straight time for each consecutive hour worked over eight (8) hours.

#### ARTICLE XVII LONGEVITY PAY

Sheriff's Officers shall be entitled to longevity pay as follows:

2% of base pay after 7 years of service  
4% of base pay after 10 years of service  
6% of base pay after 15 years of service  
8% of base pay after 20 years of service  
10% of base pay after 25 years of service and thereafter

#### ARTICLE XVIII HOSPITALIZATION

The County shall provide medical hospitalization and major medical insurance coverage for each Sheriff's Officer and his family as is now in effect. Life insurance for the employee as is presently in effect.

#### ARTICLE XIX WORK SCHEDULE

Sheriff's Officers assigned to the Passaic County Jail shall work four days on and two days off.

#### ARTICLE XX STANDBY

The Public Agency retains the right, in accordance with

applicable laws and procedures, to maintain the efficiency of the Government Operations entrusted to them and to take whatever action may be necessary to carry out the mission of the Jail, in situations of emergency.

ARTICLE XXI CONTRACT NEGOTIATIONS

It is agreed that not later than September 1st of each year, the Union will represent to the Employer with written proposals the Union's intent to negotiate on economic demands for the following contract year.

The parties do further agree that negotiations for the renewal of the within contract or extension of same shall commence not later than October 1st of each year.

ARTICLE XXII DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 1972 to December 31, 1972.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and attested to this 9th day of February 1973.

FOR THE FRATERNAL  
ORDER OF POLICE:

Joseph C. Ricetto  
President

James Robinson  
Vice President

FOR THE COUNTY:

Joseph Y. D'Arcy  
Director, Board of Chosen  
Freeholders

Thaddeus Skema  
Clerk of the Board

Frank Lavinport  
Sheriff

[Signature]  
Director of Personnel

Wanted  
Jan 20 1973