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AGREEMENT

THIS AGREEMENT made this 25th day of May, 1972 between the County of Essex, public employer, with offices at the Hall of Records, Newark, New Jersey, hereinafter referred to as "County" and the Essex County Correction Officers (at the Essex County Jail) represented by New Jersey State Patrolmen's Benevolent Association Local 153, hereinafter referred to as the "Association",

APPROVED AS TO FORM  
*Thomas P. M. ...*  
COUNTY COUNSEL

THIS BOOK DOES NOT CIRCULATE

WITNESSETH:

WHEREAS, the Public Employment Relations Commission has certified New Jersey State Patrolmen's Benevolent Association Local 153 as the exclusive representative 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: and

WHEREAS, the New Jersey State Patrolmen's Benevolent Association Local 153 has been directed by the Public Employment Relations Commission to bargain on behalf of their members.

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 Patrolmen's Benevolent Association Local 153, as the exclusive representative of all Correction Officers employed by the County at the Essex County Jail 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 Patrolmen's Benevolent Association Local 153, shall serve as the exclusive representative for the purpose of collective negotiations as aforesaid for all 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 County Correction Officers have heretofore

enjoyed and are presently enjoying shall be maintained and continued by the County during the term of this agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all 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 his membership in New Jersey State Patrolmen's Benevolent Association Local 153, its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the County or his institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms and conditions of employment.

#### ARTICLE V UNIFORM ALLOWANCE

An allowance for uniforms of \$150.00 per annum shall be made by the County, payable on May 1, 1972 and on May 1, on each succeeding year and it shall be made upon submission of vouchers evidencing payment therefor submitted by the Warden of the Essex County Jail. Any uniform changes requested by the County must be paid for by the County.

#### ARTICLE VI PROMOTION

Wherever possible, Institutional Trade Instructors will be

promoted from the ranks of Correction Officers. If, in the opinion of the appointing authority there are no qualified Correction Officers then the appointment may be made from outside the ranks of the Correction Officers. In either case, the Civil Service Department will be requested to conduct a practical examination, both in promotional and open competitive categories.

#### ARTICLE VII LONGEVITY

Longevity increments shall be paid within one month of the longevity anniversary, irrespective of whether or not the employee is at his maximum salary.

#### ARTICLE VIII 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 representatives of the County.

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.

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.

Any employment who shall be required to testify at or attend hearings of arbitration, mediation or settlement of any question of violations of this agreement shall not suffer any loss in wages by reasons thereof.

#### ARTICLE IX VACATIONS

Vacations shall be granted to employees as follows:

For the first calendar year of employment-1 day for each month of employment, thereafter 12 days up to and including 5 years.

After 5 years and up to and including 15 years of employment-15 days.

After 15 years of employment-20 days.

The employee celebrating his 5th or 15th anniversary will be granted the additional vacation during the year in which he celebrates the anniversary.

#### ARTICLE X HOSPITALIZATION, MEDICAL-SURGICAL MAJOR MEDICAL INSURANCE

Hospitalization and Medical-Surgical (Blue Cross and Blue Shield) and Major Medical Insurance shall be paid for by the County. The insurance premium payment therefor shall cover the employee, his spouse, and any dependent 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 April 1, 1970.

Upon retirement, a Correction Officer who is a member of the P.E.R. S. may join the New Jersey Blue Cross-Blue Shield Group 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. shall have life insurance coverage at three-sixteenths (3/16ths) of his last year's salary with the county without cost.

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, or its successor's insurance, and \$2,000.00 life insurance by paying group rate premiums therefor.

#### ARTICLE XI DIFFERENTIAL

Effective with the signing of this contract the first and third shifts shall have an equal shift differential of 17½¢ per hour.

#### ARTICLE XII TERM OF THIS CONTRACT

This agreement shall continue in force and effect until December 31, 1972 or until a new and substituted agreement is negotiated and executed, whichever event shall last occur.

Negotiations between the County and the Association shall begin the first week after Labor Day in an attempt to have a new agreement signed by December 31, 1972.

ARTICLE XIII-RESOLUTIONS OF BOARD OF CHOSEN FREEHOLDERS

Resolutions of the Board of Chosen Freeholders of the County affecting the association or wages, hours, terms and other conditions of employment will be forwarded to the president of the association within a reasonable period of time after passed.

ARTICLE XIV - PERMANENT EMPLOYEES

The County and the association recognize the desirability of having correction officers who have acquired civil service permanent status. This goal is to be achieved by qualifying a majority of personnel as permanent correction officers with the ultimate objective of qualifying all personnel as permanent pursuant to the rules and regulations of civil service.

ARTICLE XV - 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 XVI - 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 post and

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

ARTICLE XVII - IN SERVICE TRAINING

Pursuant to the laws of the State of New Jersey made and provided, a program for correction officers will be jointly planned by the sheriff, police academy and the association and shall be implemented by this Fall. It is hereby understood that the sheriff has had preliminary discussions with an officer of the academy and it is the understanding of the parties at this time that the implementation of such a program is feasible. To insure a meaningful program designed to train as many correction officers as quickly as possible, a minimum of four men per shift shall be included in the initial program provided scheduling and emergencies permit. This in no way shall be construed as limiting the number of men to be trained initially but is merely intended to set forth minimum guidelines. Any program instituted will be conducted during working hours and at no loss of pay to the employee.

ARTICLE XVIII - 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 XIX - SALARY

Effective January 1, 1972, the County agrees to increase the yearly salary of all employees \$1,000.00 making a new base of \$9,100.00 and a new maximum salary of \$12,025.00.

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

#### ARTICLE XX - HOLIDAYS

A. Should an employee be required to work on a day which is a legal holiday as approved by Resolution No. 28781 of the

Board of Chosen Freeholders or which shall be declared a 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 sheriff's office will be provided with three 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 sheriff's office, provided, however, that no employee shall be compelled by the sheriff 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 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 pursuant to the agreement in effect during 1971, certain employees worked during 1971 and 1972 up to the present on a day declared to be a holiday and that they could elect to either take a day off with full pay for each such holiday worked or at the option of the employee could elect to be paid at the rate of time and one-half. It is agreed that any employee who worked during any of the four holidays in 1972 shall receive additional compensation of one-half day's pay for each such holiday worked in the next or second check after the signing of this contract. It is further agreed that the employee shall have the following options concerning the holidays worked during 1971 under the 1971 agreement to be exercised in his sole discretion.

1. He may elect to be paid at the rate of time and one-half for each such holiday worked and if he so elects, he shall be paid additional compensation of one and one-half day's salary within one year of the day worked.

2. He may elect to retain the straight time paid for the holiday worked and be granted a day off with pay within one year of the holiday worked. The day due will be taken at a date mutually agreed upon by the

employees and the sheriff's office, provided, however, that no employee shall be compelled by the sheriff 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 one and one half day's salary in his next or second check after the expiration of the one-year period.

C. The parties recognize that 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 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, 1973, 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 1973 budget but not later than April 1, 1973, provided, however, he may not be paid for more than ten bank due days in any one year following January 1, 1973.

2. He may elect to be granted a day off with pay in the next succeeding year beginning January 1, 1973, provided however, he may not take more than ten bank due days in any one year following January 1, 1973 and provided further that these due days will be taken at a date mutually agreed upon by the employee and the sheriff's office and provided further that the election made concerning days falling due from the bank in 1973 shall be announced by the employee on or before December 15, 1972 and provided further that no employee shall be compelled by the sheriff 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 above.

5. It is agreed that the limitation of ten days as set forth above is intended to apply only to bank days beginning January 1, 1973 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.

#### XXI - SENIORITY

Seniority will be given preference in all areas except as set forth below.

##### A. DEFINITIONS:

1. SENIORITY: Seniority 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.

2. VACANCY OR JOB OPENING: A vacancy or opening is defined as an opening which will continue for at least eight days created by an employee quitting, retiring, being discharged, dying, being transferred, failure to return after a granted leave of absence,

new job or secondary vacancy created by the filling of an initial vacancy.

3. PREFERENCE SHEET: A preference sheet is to be provided by the County for each opening and shall be posted for a period of five days, no more, no less, and shall be in a form which permits employees to record their bid for a vacancy or opening.

4. VOLUNTARY TRANSFER LIST: A voluntary transfer list is to be maintained for one year by the County and renewed each year thereafter upon which the employees shall be permitted during that year to record their preference for particular jobs or shifts.

B. INVOLUNTARY TRANSFERS:

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

C. JOB OPENINGS AND VOLUNTARY TRANSFERS:

When an opening occurs, the vacancy will be filled by the employee with the longest seniority provided he is eligible and qualified and provided he has stated his bid or preference for the opening and has had his bid or preference recorded on the preference sheet or voluntary transfer list. The prefer-

ence sheet is to be exhausted by going from the most senior to the least senior employee before resorting to the voluntary transfer list. Once the preference sheet is exhausted, the vacancy will be filled from the voluntary transfer list according to seniority provided once again that the employee is qualified and eligible.

D. REDUCTIONS IN FORCE:

Reductions in force are to be made in the order of least seniority first.

E. RETENTION OF BENEFITS:

Nothing contained herein is intended to limit or change the application of seniority under the civil service law and wherever their should appear to be a conflict between this agreement and the civil service law, the latter shall prevail.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed and attested to this 25th day of May 1972.

ATTEST

Frank E. Stevenson  
Clerk

COUNTY OF ESSEX

BY: Philip B. Revendo  
Director of Board of  
Chosen Freeholders

ATTEST

Lucie A. Punt  
Secretary

NEW JERSEY STATE PATROLMEN'S  
BENEVOLENT ASSOCIATION 153

James Doherty



MEMORANDUM OF AGREEMENT

APPROVED AS TO FORM  
*Thomas J. Nichols*  
COUNTY COUNSEL

The parties being the New Jersey State Patrolmen's Benevolent Association, Local 153, and the County of Essex acknowledge that a grievance was filed on the Notice of Impasse in connection with mediation with respect to a violation of the existing contract to wit: the standing of a 15 minute line up for which the New Jersey State Patrolmen's Benevolent Association, Local 153 felt it was entitled to payment at the rate of time and one half. Discussions were held and as a result of same, the grievance was settled and adjusted to the satisfaction of both parties by incorporating an additional salary of \$350 per year retroactive to January 1, 1972..

DATED: May 25, 1972

NEW JERSEY STATE PATROLMEN'S  
BENEVOLENT ASSOCIATION  
LOCAL 153

BY: *James Doherty*  
James Doherty, President

COUNTY OF ESSEX

BY: *Philip C. Rosade*