

04300

By Freeholder Scaturro
Seconded by Freeholder Angelo

Subject NEW JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCIATION LOCAL 153 - REPRESENTATIVE
FOR ALL ESSEX COUNTY CORRECTION OFFICERS (JAIL) - AGREEMENT

IN THE
BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF ESSEX, NEW JERSEY

RESOLVED, that the Director and Clerk of this Board are hereby authorized to execute an Agreement, in the form hereby attached, between the County of Essex and the New Jersey State Patrolmen's Benevolent Association Local 153, the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and conditions of employment for all Essex County Correction Officers (Jail), employed by the County of Essex, said Agreement to be effective as of January 1, 1974 and to remain in effect until and including December 31, 1975.

Approved as to form and legality Francis P. McEnroe
County Counsel

RECORD OF BOARD VOTE

ADOPTED DEFEATED

ROLL CALL VOTE VIVA VOCE

(X = Vote N.V. = Abstention ABS = ABSENT)

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Angelo					Payne				
Callaghan					Scaturro				
Del Tufo					Stewart				
Iannuzzi-Dep. Dir.									
McEnroe					Cooke-Director				

It is hereby certified that at a Regular meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey, held on July 25, 1974 the foregoing resolution was adopted by roll call vote viva voce as noted above.

The foregoing resolution having been duly presented to me on July 25, 1974 I hereby approve disapprove the same on July 25, 1974.
Muriel B. Fielo Clerk
Francis P. McEnroe County Supervisor

Returned July 25, 1974 Filed July 25, 1974

Muriel B. Fielo Clerk
Muriel B. Fielo



County of Essex, New Jersey
BOARD OF CHOSEN FREEHOLDERS

State of New Jersey, }
County of Essex } *cc*

I MURIEL B. FIELO Clerk

*of the Board of Chosen Freeholders of the County of Essex in
the State of New Jersey.*

Do Hereby Certify, *the foregoing to be a true copy of a
resolution adopted at a meeting of said Board, on* THURSDAY

the TWENTY-FIFTH *day of* JULY *19* 74, *and*

approved by the County Supervisor on the 25th *day of* July, *19* 74,

together with the certifications, signatures and endorsements thereon.

Resolution No. 32306.

In Testimony Whereof, *I have hereunto set my hand
and affixed the official seal of said County at Newark,
this.....30th..... day of
.....October..... A. D. 1974*

Muriel B. Fielo
.....
MURIEL B. FIELO Clerk

Res # 92306

7-25-74

KV-7-31-74
C 8634/74

AGREEMENT

This AGREEMENT made this 31st day of July, 1974, 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 Patrolmen's Benevolent Association Local 153, hereinafter referred to as the "Association."

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.

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(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 \$200.00 per annum shall be made by the County, payable on May 1, 1974, 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 - LONGEVITY

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

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

A grievance to be arbitrable must be submitted, in writing, to the County within three (3) months of its occurrence.

ARTICLE IX - VACATIONS

Vacations shall be granted to employees as follows:

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

After five (5) years and up to and including fifteen (15) years of employment - 15 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 Shiled) 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 December 31, 1973.

Upon retirement, a Correction Officer who is a member of the P.E.R.S. may join the ~~New Jersey Blue Cross-Blue Shiled~~ 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 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 17 1/2 cents per hour.

ARTICLE XII - TERM OF THIS CONTRACT

This Agreement shall continue in force and effect until December 31, 1975 or until a new and substituted agreement is negotiated and executed, whichever shall last occur. However, on or after February 1, 1975, the Association may request meeting with the County for the purpose of negotiating with the County as to the following items only: vacations, clothing allowance and shift differentials.

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, 1975.

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 and 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

1. (a) Effective January 1, 1974 the maximum salary of a Correction Officer shall be increased \$750.00 which will provide all employees covered by this Agreement (other than Sergeants, Lieutenants and Captains) with an across the board wage increase of \$750.00 pursuant to the following new salary range:

\$9,100.00 - \$13,376.00

 (b) Such increases will be paid only to such employees as were ~~permanent~~ ^{CORRECTION} officers prior to January 1, 1974 and in accordance with past practice as to determination of eligibility for same.

2. (a) Effective January 1, 1974, all Sergeants, Lieutenants and Captains holding such positions on a permanent basis prior to January 1, 1974 shall be paid in accordance with the following revised salary ranges:

County Correction Sergeant - \$9,900.00 - \$14,508.00

County Correction Lieutenant - \$10,900.00 - \$15,611.00

County Correction Captain - \$11,900.00 - \$16,713.00

County Correction Deputy Warden - \$13,100.00 - \$19,470.00

(b) Eligibility for said increases will be determined as by past practice.

3. Effective January 1, 1975, the base annual salary of each employee covered by this Agreement shall be in accordance with the following:

a. If the percentage change in the Official Consumer Price Index for Urban Wage Earners and Clerical Workers, New York-Northeastern New Jersey, published by the Bureau of Labor Statistics, United States Department of Labor, (1967-100%) for the period December 31, 1973 through December 31, 1974 is between 5% and 11%, the base annual salary of each employee covered by this agreement shall be increased by 7% of the maximum of their salary range.

b. Should the above-mentioned cost of living index increase by more than 11%, the base pay of each employee covered by this Agreement shall be increased by 7%, plus the difference between the actual percentage increase in that cost of living index and 11%.

c. Should the above-mentioned cost of living index increase by between 0 and 5%, the base pay of each employee covered by this Agreement shall be increased by 7% less the difference between the actual percentage increase in that cost of living index and 5%.

d. Persons eligible for said increase will be determined as by past practice.

4. 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.

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 (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 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 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, 1975, 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 1975 budget but not later than April 1, 1975, provided, however, he may not be paid for more than ten bank due days in any one year following January 1, 1975.

2. He may elect to be granted a day off with pay in the next succeeding year beginning January 1, 1975, provided however, he may not take more than ten bank due days in any one year following January 1, 1975, 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 1975 shall be announced by the employee on or before December 15, 1974, 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, 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, not withstanding 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 XXI - 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.

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 Sheriff. 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: