

2-0069

16-00

71

THIS BOOK DOES NOT CIRCULATE

AGREEMENT

THIS AGREEMENT made this 30th day of June, 1971, 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.

WHEREAS:

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 and the Nurse employed by Passaic County at the Passaic County Jail;

NOW, THEREFORE, the County and the F.O.P. mutually agree as follows:

ARTICLE 1. 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 2. RECOGNITION

The County recognizes the F.O.P. as the exclusive representative of all Sheriff's Officers and the Nurse, hereinafter referred to as the employees, employed by the County, at the Passaic 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 F.O.P. shall serve as the exclusive representative for the purpose of collective negotiations as aforesaid for all of the employees during the term of this agreement unless changed pursuant to the terms of Chapter 303, L. 1968 (N.J.S.A. 34:14A-1).

X January 1, 1971 - December 31, 1971

### ARTICLE 3. DUES CHECKOFF

The County agrees to deduct the monthly membership dues owing to the F.O.P., 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 will be submitted to the F.O.P. together with a list of all names of the employees for whom the deductions are made by the 15th day of the succeeding month after which such deductions are made.

### ARTICLE 4. CLOTHING ALLOWANCE

The County agrees to issue to all employees the following of clothing:

- 2 pair winter trousers;
- 2 Pair summer trousers;
- 6 winter shirts;
- 6 summer shirts;
- 1 coat or jacket, the style to be mutually agreed upon.

Every employee who does not have the basic issue described above will be issued the balance of his clothing as soon as possible. Future clothing allowance will be on a replacement basis. The County will replace any and all worn or old uniform as needed upon receipt of the old uniform.

### ARTICLE 5. AUTOMOBILE ALLOWANCE

All employees shall be given an allowance of ten cents per mile whenever their duties necessitate the use of their personal vehicles. If the estimated cost of the American Automobile Association should rise before the expiration of this agreement, the County shall make every reasonable effort to increase the automobile allowance accordingly. Employees will submit vouchers to the County to substantiate mileage.

### ARTICLE 6. SENIORITY

The general principles of seniority applicable in the employer-employee relationship are incorporated into this agreement with traditional language insofar as practical without interfering with the mission of the jail. Upon mutual agreement of the parties, specific language may subsequently be included in this agreement.

(a) Seniority, by rank, will prevail in all cases for vacation picks. That is, there shall be separate seniority lists for each rank for the purpose of vacation selection.

(b) Permanent employees shall receive seniority rights over temporary employees.

(c) With respect to Court House vacancies, no new employees will be hired from the Civil Service list for direct assignment in the Court House. All future vacancies in the Court House will be filled from officers assigned to the jail, at the discretion of the Sheriff.

#### ARTICLE 7. SHIFT DIFFERENTIAL

All employees working the second and third shifts shall receive a shift differential in an amount equal to eight per cent (8%) of their salary, effective July 1, 1971.

#### ARTICLE 8. DEATH LEAVE

All employees shall receive one (1) day death leave in the event of death in the immediate family. The immediate family for the purposes of this section is defined as the spouse, child, the employee's parents, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law or a member of the immediate household of the employee. Death leave shall not be cumulative from year to year.

#### ARTICLE 9. AIR CONDITIONING

Every reasonable effort will be made to install air conditioning, an air circulatory system, or some other cooling device to alleviate the difficult and high temperature conditions prevailing in the Jail.

#### ARTICLE 10. MEDIATION

Pursuant to the requirements of N.J.S.A. 34:13 A-5.1, any grievance or complaint involving the interpretation, application, or violation of this Agreement or any administrative decision or policy affecting the employees covered by this Agreement shall

be resolved by the F.O.P. and the Warden, if possible. If the grievance is not resolved at that level, the grievance may be submitted by the F.O.P. to the Sheriff for resolution. If the Sheriff and the F.O.P. are unable to satisfactorily resolve the grievance, either party may submit the matter to the Public Employment Relations Commission for the appointment of a mediator who shall mediate the dispute and attempt to resolve same. Nothing herein shall preclude either party from enforcing this Agreement through court action, if necessary.

#### ARTICLE 11. DISCHARGE

The employer shall have the right to discharge or discipline an employee for just cause.

#### ARTICLE 12. RETENTION OF EXISTING BENEFITS AND DISCRIMINATION

Except as otherwise provided herein, all rights, privileges and benefits which the employees 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 such employees except as otherwise expressly provided herein.

The County agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the F.O.P., his participation in any activities of the F.O.P., 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 13. OVERTIME

Work designated as overtime shall not be given to outside personnel, unless there are no regular employees of the County available for duty and a dangerous situation exists. All overtime worked shall be paid not later than the last pay day succeeding the month the overtime is worked.

ARTICLE 14. WAGES

Officers assigned to the County Jail shall be paid according to the following salary scale, effective July 1, 1971.

	<u>LEVEL</u>	<u>INCR.</u>	<u>START</u>	<u>FINISH</u>	<u>STEPS</u>
SHERIFF'S OFFICER	16	393	7833	10191	6
SERGEANT, SHERIFF'S OFFICE	17	411	8226	10692	6
LIEUTENANT	19	454	9069	11793	6
CAPTAIN	20	477	9523	12385	6

Effective January 1, 1971, all employees shall receive a six per cent (6%) salary increase. This increase shall continue in effect until the wages established in the above schedule become effective on July 1, 1971.

All increments and longevity payments which become due on or after January 1, 1971, shall be paid to employees covered by this Agreement.

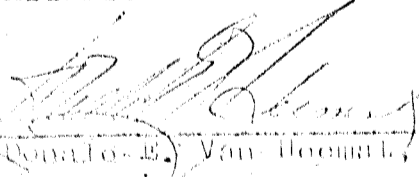
ARTICLE 15. IMMUNITY

The County represents that it maintains appropriate and sufficient insurance to cover all damages resulting from any judgment 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.


ARTICLE 16. DURATION OF AGREEMENT

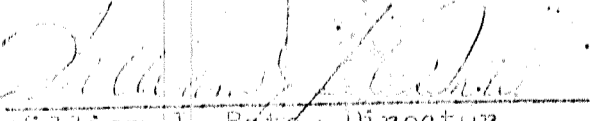
This agreement shall be effective from January 1, 1971 to December 31, 1971.

ATTEST:


  
Donald E. Van Horn,  
Clerk

FOR THE COUNTY:

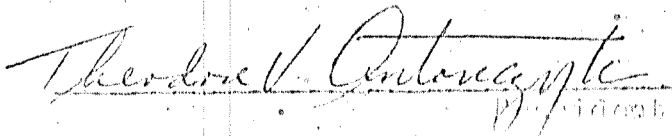
  
Frank Davonport, Sheriff


  
William J. Bates, Director,  
Board of Chosen Freeholders of  
Passaic County

ATTEST:

  
James O. Robison,  
Secretary

FOR THE FRATERNAL ORDER OF POLICE:

  
Theodore A. Antonczyk,  
President

Passaic County Counsel  
By   
County Counsel

REVIEWED AND APPROVED