

**SUPERIOR OFFICER CONTRACT**

**P.B.A. LOCAL 197**

**JANUARY 1, 2003 Through DECEMBER 31, 2006**

**Prepared By:**

**LOCCKE & CORREIA P.A.  
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**ARTICLE 1**

**WITNESSETH**

**WHEREAS** the County of Passaic does recognize the Patrolmen's Benevolent Association, Local #197, as the exclusive representative for the purpose of collective negotiations with respect to wages, hours of work and other terms and conditions of employment for Sheriff's and Correctional Superior Officers, exclusive in this Agreement, whose duties are supervisory.

**NOW THEREFORE**, be it resolved, that the Employer and the Association mutually agree that the following shall represent the Agreement reached as a result of collective negotiations for the contract years, effective January 1, 2003, and shall remain in full force and effect until December 31, 2006, or until a successor Agreement is negotiated and executed, whichever shall last occur.

All items in this contract shall remain in full force and shall continue to be paid until successor Agreement is negotiated and executed.

## **ARTICLE 2**

### **PREAMBLE**

This Agreement has, for its purpose, the promotion of harmonious relations between the Employer and its Employees, the establishment of equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and other conditions of employment satisfactory to both parties, and the avoidance of interruption or interference with the efficient operation of the Employer which is essential to the well being of the citizens of Passaic County.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

A grievance shall be any difference of opinion, controversy, or dispute arising between the parties (PBA 197 and the County of Passaic) hereto relating to any matter of wages, hours, disciplinary action, and working conditions, or any dispute between the parties involving interpretation or application of any provision of the Agreement.

The Employer and Association mutually agree to the following grievance steps:

- A.** The Employee shall present the grievance in written form to the Employee's immediate Shift Commander within ten (10) days of its occurrence. The Shift Commander shall then attempt to adjust the matter and shall respond verbally to the Employee within ten (10) working days.
- B.** If the grievance has not been settled, it shall be presented in writing by a PBA Representative to the appropriate Division Head within ten (10) days after the Shift Commander's response is received or due. The Division Head shall then respond in writing to the PBA Representative within ten (10) working days.
- C.** If the grievance still remains unsettled, it shall be presented in writing by the PBA Representative to the Sheriff within ten (10) days after response of the Division Head is received or due. The Sheriff or his designated representative shall respond verbally or in writing to the PBA Representative within ten (10) working days.
- D.** If the grievance is still unresolved within ten (10) days after written notice is received or due from the Sheriff, either party (PBA 197 or The County of Passaic) may request binding arbitration of the grievance, pursuant to PERC

rules and regulations (19:12-5.1). The cost of arbitration shall be borne equally by the County of Passaic and the PBA.

## ARTICLE 4

### MANAGEMENT RIGHTS

The Public Employer retains the rights, in accordance with applicable laws and procedures, to: **a)** direct Employees; **b)** hire, promote, transfer, assign and retain Employees in positions within the agency, as well as to suspend, demote, discharge, or take reasonable disciplinary action against Employees; **c)** relieve Employees from duties because of lack of work or other legitimate reasons; **d)** maintain the efficiency of the government operations entrusted to the Employer; **e)** determine the methods, means and personnel by which such operations are to be conducted; **f)** take whatever action may be necessary to carry out the mission of the agency in situations of emergency; and **g)** take disciplinary action when an Employee fails to comply with reasonable management requests.

## **ARTICLE 5**

### **WORK WEEK - HOURS OF WORK**

**A.** All Employees employed in the continuous operation of the Passaic County Jail Corrections and Patrol Units shall have a workweek, inclusive of two weekends, consisting of four (4) consecutive days on and two (2) consecutive days off.

The basic hours of work for four and two (4 & 2) Employees shall be from 7:00 AM to 3:00 PM, 3:00 PM to 11:00 PM and 11:00 PM to 7:00 AM. All four and two (4 & 2) Employees shall be allowed one (1) thirty (30) minute lunch period at a time and in an area designated by the Supervisor.

The basic hours of work for five and two (5 & 2) Employees shall be from 8:00 AM to 4:00 PM. All five and two (5 & 2) Employees shall be allowed one (1) thirty (30) minute lunch period.

**B.** For those Employees assigned to the Courthouse, the basic workweek shall consist of Monday through Friday from 8:15 AM to 4:15 PM, inclusive of a one (1) hour lunch period. The Employer shall have the right to limit lunch periods of Courthouse personnel to thirty (30) minutes.

**C.** As a condition of employment, Employees must be available to work any and all shifts as needed to maintain the efficient operation of the Passaic County Sheriff's Department. When necessary, Employees may be placed on a staggering starts and finishes.

**D.** If an Employee is more than thirty (30) minutes late in reporting without good cause, the Sheriff or his designee may send the Employee home for the balance of the working day, in which event he/she shall not receive any pay for that day.

**E.** The parties agree to meet for the purposes of considering alternative schedules. Such alternative schedules shall be implemented upon mutual agreement.

**F.** Except in emergent situations, one week advanced notice shall be given to an Officer prior to any non-emergent shift change.



## ARTICLE 6

### OVERTIME PAYMENT

**A.** For Correctional, Courthouse and Patrol Officers, time and one-half (1½) the Employee's regular rate of pay shall be paid in fifteen (15) minute segments after such Employee has worked ten (10) minutes beyond the normal eight (8) hours work shift for both four and two (4 & 2) and five and two (5 & 2) personnel, provided that such Employee reported for work on time for his/her original shift, and further provided that said Employee worked the full shift.

**B.** If an Employee is scheduled to work on a day normally scheduled as his/her day off and has otherwise worked a regular schedule during the workweek (sick, personal, vacation and holiday time are considered part of the workweek), such Employee shall be paid at the rate of time and one-half (1½) his/her base pay.

**C.** Whenever an Employee is required to appear in Court for a job-related incident at a time other than his/her regular duty hours, he/she shall be paid time and one-half (1½) for the time spent in Court. The Court time minimum for calculation purposes shall be two (2) hours of overtime pay.

**D.** Effective January 1, 2004, all Officers recalled to duty shall be guaranteed a minimum of two (2) hours of overtime compensation.

**E.** In lieu of overtime compensation, any Employee assigned to the K-9 Unit will be entitled to one (1) hour per day, during their shift, to care for his or her canine. The one (1) hour shall be the first 30 minutes of the Employee's shift and the last 30 minutes of the Employee's shift. The PBA and the employees expressly acknowledge and agree that they shall not be entitled to any additional compensation, benefits, or overtime in connection with the care of their canine except for additional required K-9 training programs or clinics that have the prior written approval of the Sheriff or his designee.

## ARTICLE 7

### SALARIES/COMPENSATION

**A.** Base annual wages for Employees covered by this Agreement shall be as set forth in **Schedule A** annexed.

**B.** All EMTs will be paid an additional One Thousand (\$1,000.00) Dollars per year incorporated in the base salary. This additional One Thousand (\$1,000.00) Dollars will cease immediately if the Employee fails re-certification. No new EMTs shall be added after January 1, 2004. In addition, EMT compensation shall permanently cease for any employee hired before January 1, 2004 that fails re-certification at any time, regardless of whether such employee later becomes re-certified.

**C.** When an Employee is promoted from his/her permanent title to an unclassified title, and serves in that capacity for ten (10) or more years, the Employee shall be considered grandfathered with regard to salary, terms and conditions of employment. If the Employee is returned to his original title after ten (10) years, the salary and all benefits shall also be grandfathered to that Employee and shall be frozen until the original permanent title's salary increases to the Employee's grandfathered salary in accordance with future wage adjustments to scales that may be negotiated in successive agreements. For example, in the event a PBA member holding the rank of Undersheriff, Chief, *etc.* for ten (10) or more years is demoted back to his/her original title, his/her salary will not be reduced. The salary will be frozen until the original title's salary would catch up.

## ARTICLE 8

### INCREMENTS AND LONGEVITY

During the term of this Agreement, increments to which the Employees are entitled shall be awarded as follows:

- A.** All Employees whose anniversary date falls between January 1 and June 30 shall receive the increment to which they would have been entitled on their anniversary date, retroactive to January 1 of the contract year.
- B.** All Employees whose anniversary date falls between July 1 and December 31 shall receive the increment to which they would have been entitled on their anniversary date, retroactive to July 1 of the contract year.

Longevity pay shall be determined by \*length of employment as follows:

- A.** 2% of base pay at the beginning of seven (7) years;
- B.** 4% of base pay at the beginning of ten (10) years;
- C.** 6% of base pay at the beginning of fifteen (15) years;
- D.** 8% of base pay at the beginning of twenty (20) years;
- E.** 10% of base pay at the beginning of twenty-five (25) years.

\* As of January 1, 1992, length of employment for all new Employees will be determined by length of service with Passaic County.

## **ARTICLE 9**

### **NIGHT DIFFERENTIAL**

Employees working on shifts whose working hours fall between 3:00 PM and 7:00 AM shall receive, in addition to their regular pay, an additional ten (10%) percent of their base salary which shall be incorporated in the base pay. This ten (10%) percent night differential shall be divided equally into the number of pay periods in each year, and said amount, incorporated into the base salary, shall be paid each regular pay. Said amount shall also be paid to all Employees working the second and third shifts when on vacation, personal, sick and holiday leave.

An additional ten (10%) percent may also be paid to Employees who do not strictly fall into the above categories if their responsibilities sometimes call for odd hours, and if authorized by the Sheriff or his designated representative.

Effective January 1, 2000, the current night differential paid to Employees working the 11:00 PM to 7:00 AM shift, will decrease to five (5%) percent for all new Employees hired after January 1, 2000.

## ARTICLE 10

### COURT PAPERS AND SEQUESTERED JURY SERVICE

#### A. Service of Court Papers

##### 1. Serving Papers

Those members of PBA 197 who serve subpoenas after regular work hours will receive a flat rate per week equivalent to five (5) hours at straight time.

##### 2. Mileage

All members of the bargaining unit who utilize their vehicles for County business on a regular basis will be reimbursed at a rate of Thirty-One (\$.31) Cents per mile. (Personal vehicles shall not be utilized for County business without the prior written approval from the Sheriff's Office).

#### B. Sequestered Jury Service

A sequestered jury is one, which is placed in the custody of an Officer and taken from the Courthouse to be fed and housed overnight. An Officer assigned to duty with a sequestered jury shall be compensated as follows:

1. Except for the Employee designated as nightman, provided the Employee has been on duty during the regular workday, he/she shall be paid overtime at a rate of time and one-half (1½) only for all hours worked on sequestered jury duty beyond the regular workday.
2. If the Employee has not been on duty during the regular workday, service with the sequestered jury shall consider his/her basic workday and shall be paid in accordance with the established rate.
3. The Employee designated as nightman shall be paid overtime at the rate of time and one-half (1½) for all hours worked beyond his/her basic workday.

**ARTICLE 11**

**VACATION, SICK, PERSONAL AND DEATH LEAVES**

**A. Vacation Leave**

Provided vacation requests are submitted by January 15<sup>th</sup> each year, such requests will be granted on the basis of seniority of service within each Division (Patrol, Corrections, Courthouse) of the Passaic County Sheriff's Department. If an Employee requests time off on a holiday, and it is granted, no additional time off will be granted for being on vacation, *etc.* on a holiday.

Vacation time shall be granted as follows:

<b>Years of Service:</b>	<b>Working Days Vacation Each Year:</b>
1-5 Years	12
6-10 Years	15
11-15 Years	18
16-20 Years	20
Over 20 Years	22

It shall be duly noted that at no time shall an Officer have more than two (2) years vacation time accumulated without permission from the Division Head. An Employee who becomes ill during vacation leave shall be charged sick time. The Employer may demand a doctor's certification.

**B. Sick Leave**

1. Every Employee covered by this Agreement shall earn payment for absence due to illness at a rate of fifteen (15) days per year, which shall accumulate at the rate of 1.25 days per month. Unused sick days shall be cumulative from year to year.
2. After an Employee has used ten (10) or more sick days in any calendar year, the Employer shall have the right to demand

that the Employee furnish a doctor's note to the effect that the Employee was, in fact, ill.

3. After the Employee has used five (5) consecutive sick days, the Employer shall have the right to demand that the Employee furnish a note from his/her doctor that the Employee was, in fact, ill.

**C. Personal Leave**

Every Employee covered by this Agreement shall be allowed three (3) days personal leave with pay per year, provided that the Division Head be notified of such leave at least three (3) days in advance, except in emergency situations. Approval of such leave request by the Division Head shall not be unreasonably withheld. Such leave shall not be cumulative from year to year, however, all unused personal days shall be paid to such Employee at the end of the year, if the days were denied.

**D. Death Leave**

Every Employee covered by this Agreement shall be allowed three (3) days leave per death for use in the event of death in the immediate family of the Employee.

For the purpose of this Section, the immediate family is defined as the Employee's spouse, children, parents, siblings, grandparents, grandchildren, mother-or father-in-law, sister- or brother-in-law; son or daughter-in-law, or a member of the Employee's immediate household. An additional day shall be given in the event of the Employee's spouse or children's death.

**E. Sick Time Cash In Retirement Benefit**

Upon retirement, all Employees shall receive payment for accumulated sick time in the amount of fifty (50%) percent of the accumulated sick time with a maximum amount of Fifteen Thousand (\$15,000.00) Dollars.

## ARTICLE 12

### HOLIDAY COMPENSATION

**A.** The following days are recognized paid holidays:

½ Day New Year's Eve  
New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Columbus Day  
Independence Day  
Labor Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
½ Day Christmas Eve  
Christmas Day

**B.** Those Employees having a four and two (4 & 2) workweek shall be granted fifteen (15) compensatory days in lieu of holiday pay.

**C.** Those Employees having a five and two (5 & 2) workweek as defined herein shall be compensated as follows:

1. Recognized holidays that fall on a Saturday shall be celebrated on the preceding Friday.
2. Recognized holidays that fall on a Sunday shall be celebrated on the succeeding Monday.

**D.** In the event that **C1** or **C2** is countermanded by the Sheriff and/or order of the courts requiring the services of Employees, the affected Employees shall be granted equal compensatory time off in recognition of the holiday.



**ARTICLE 13**

**CRIMINAL / CIVIL ACTIONS**

**A. Legal Defense of Officers**

The County of Passaic shall be responsible for all judgments, attorney fees and costs, whether criminal or civil in nature, which directly or indirectly arise out or in the course of employment, of any Employee covered by this Agreement.

**B.** The County represents that it maintains appropriate and sufficient insurance to cover any and all damages resulting from judgments rendered in civil action brought against an Employee for any unintentional act or omission arising out of and in course of the Employee's performance of duties.

**C.** The minimum counsel fees for Employees, in connection with civil litigation or criminal charges arising within the scope of their employment, shall be

Non-indictable criminal offenses	\$120.00 per hour
Defense in civil matters	\$120.00 per hour
Defense in criminal matters	\$120.00 per hour
Plus the following disbursement:	
Required transcripts	
Required expert fees	
Court cost and fees	

It is noted prior to retaining any attorney, that the attorney must be in agreement with the County of Passaic's fee schedule, or the Employee may be liable for the difference.

## ARTICLE 14

### PAYMENT FOR EDUCATION/CONTINUING EDUCATION

**A.** The County represents that time off without penalty shall be granted to those Employees enrolled in approved law enforcement related training courses, subject to the needs of the Employer.

**B.** Any Employee who enrolls in and attends a course in law enforcement related studies at an accredited institution or college approved by the Middle State Association Colleges and Secondary Schools, shall be paid \$20.00 per credit, yearly.

All the aforementioned courses must be approved in advance by the Sheriff and shall be paid during the first quarter of the calendar year. In addition, those Employees who have attained, or hereafter attains a college degree, shall receive an annual educational increment as follows:

Associate Degree - \$200.00  
Bachelor Degree - \$400.00

Effective January 1, 2005 the annual educational increment shall be as follows:

Associate Degree - \$1,000.00  
Bachelor Degree - \$1,500.00  
Graduate Degree - \$2,000.00

Only one degree is payable at a time.

## ARTICLE 15

### MEDICAL BENEFITS

A. The Employer will continue to provide and pay for medical hospitalization, and major medical insurance coverage (Horizon Blue Cross/Blue Shield).

Deductible amounts are as follows:

\$200.00 deductible per person

\$400.00 deductible per family

In addition, anyone hired after February 1, 1992 will have coverage stated above under IDA Wraparound Program. (See attached). All covered medical bills will be paid within forty-five (45) days.

Upon retirement, the Employer will continue to provide and pay for the above programs. The Employer reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are equivalent to or better than those provided by the policies in effect on the date of this agreement.

**B. Dental Coverage**

(See attached)

**C. Pre-Paid Prescription Plan**

All Employees covered under bargaining unit shall be entitled to a pre-paid prescription plan paid for by the County of Passaic. The coverage shall be for members and their families. The maximum deductible shall be \$5.00 per prescription on name-brands and \$0.00 for generic brands.

**D. Disability Plan**

The county shall provide a disability plan for each Employee. At present, this is a self-funded plan using the State of New Jersey guidelines. As of January 1, 1997, these benefits are two-third of your pay per week; the maximum benefit is \$350.00 per week for a maximum period of twenty-six

(26) weeks. There are no extensions. After twelve weeks the Employee is responsible for paying the monthly premiums listed below:

<b>Description</b>	<b>Single</b>	<b>Husband/Wife</b>	<b>Family</b>	<b>Parent/Child</b>
Hospitalization	\$301.64	\$580.05	\$691.91	\$435.74
Prescription	\$32.25	\$74.54	\$74.54	\$39.27
Dental (Delta)	\$16.15	N/A	N/A	N/A
Dental (Horizon)	\$10.76	N/A	N/A	N/A
Life Insurance	\$2.04	N/A	N/A	N/A

**E. Work Incurred Injury**

Where an Employee covered under this Agreement suffers a work related injury or disability the Employer shall continue such Employee at a full pay during continuance of such Employee's inability to work.

During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer. Injury or illness incurred while the Employee is attending an Employer-sanctioned training program shall be considered in the line of duty.

**F. Life Insurance**

The Employer will continue to provide and pay for life insurance policy for each Employee in the minimum amount of \$4000.00. In the event the Employee dies while employed by the County of Passaic, said death benefit to be increased to \$12,000 providing the Employee has enough accumulated sick time such that paying for half of it would raise it to \$12,000. If not, it will be paid proportionately.

## ARTICLE 16

### MISCELLANEOUS

**A.** No change(s) to this Agreement shall occur without written agreement between the parties.

**B.** Should any portion of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to that specific portion of the Agreement affected by such decision of the court, whereupon those parties agree to immediately negotiate a substitute for the invalidated portion thereof.

**C.** Except at otherwise provided herein, all benefits, which 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 regulations of this department, established for all Employees of all divisions, which have mutually agreed upon and are in effect, shall continue to be applicable to all officers except as otherwise provided herein.

**D.** The County agrees that it shall not discriminate against any officer during the term of this agreement with respect to hours, wages or terms of or conditions of employment, including loss of income, change of assignment or demotion, by reason of his/her membership in the New Jersey Policemen's Benevolent Association and its affiliates participating in any activities, collective negotiations with the county, or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

**E.** The County of Passaic agrees to make available to the union in response to reasonable request from time to time, all available information in the public domain.

**F.** Whenever any representative of the union is scheduled to participate in negotiations, grievances, conventions or any PBA business during work hours, she/he shall suffer no loss of pay provided a written request is submitted for approval prior to the event.

**G.** Employee seniority shall be based upon length of continuous, permanent service in

the Passaic County Sheriff's Department. Elapsed time on leave without pay shall be deducted therefrom. All appropriate Civil Service laws, rules and regulations shall apply.

**H.** The Employer agrees to deduct the PBA's monthly membership dues from the pay of those Employees who authorize such deductions in writing, pursuant to N.J.S.A. 52:14-15.9e. The amounts so deducted shall be remitted to the PBA by the tenth day of the succeeding month after which deductions are made, together with a list of names of the Employees whom deductions are made.

**I.** As of the effective date of this agreement, any permanent Employee in the bargaining unit who does not join the Union within thirty (30) days of initial employment, and any permanent Employee previously employed within the unit who does not join within the ten (10) day re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be an amount equal to eighty-five (85) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

**J. Retirement**

All Employees covered under this Agreement should apply three (3) to six (6) months prior to retirement at the County Personnel Office. The Employee must bring the following:

- Employee's birth certificate;
- Birth certificate of the Employee's spouse
- Marriage certificate
- Divorce papers, if applicable
- Birth certificate of any child under the age of eighteen

The retirement benefits are explained in the attached PFRS and PERS Pension Booklets. The County of Passaic shall continue to provide and pay for medical/hospitalization and prescription coverage and for all retired Employees in the bargaining unit as outlined in the attached Medical Coverage Booklet addendum.

It is noted, upon application for retirement, that the Employee may not be out without a doctor's note for more than one hundred twenty (120) working days prior to retirement.

The County of Passaic shall pay in full, all medical & prescription premiums (see 15 A & C) For all members who retire with twenty-five (25) years of service or more. For those members who retire with less than twenty-five (25) years of service, the Employee shall pay the following monthly amount to the County of Passaic toward Medical coverage premiums:

Monthly Medical & Prescription Coverage Premiums

For single coverage	\$ 45.66
For Husband/Wife	\$ 82.90
Family	\$102.86
Parent & Child	\$ 68.82

All members who file for retirement during the term of this Agreement, shall be fully vested with all the terms of this Agreement, including but not limited to wages, medical, prescription or any other terms or conditions listed herein. Said benefits and the retirees entitlement thereto, shall be unaffected by future changes to subsequent contracts. This provision shall survive the expiration of the collective negotiations agreement.

**K. ON DUTY STATUS**

While on any volunteer SERT detail, including training, the Employee is considered "on duty" for insurance, pension, etc. Purposes, however no payment of overtime, straight time, etc. is paid whatsoever.

PBA members who work PBA jobs are considered "on duty" for pension purposes, providing the money is paid thru the County payroll.

**L.** The County of Passaic will continue the practice, that, where work projects are conducted on county roads and security is required for traffic control, etc. The primary entity in providing those services will be PBA Local 197. The engineering department will notify all contractors, when permits are issued, to contact PBA 197 for their security needs. All monies paid

to Employees must be paid through the County Payroll at a rate as may be mutually agreed upon but not less than \$25.00 per hour.

**M.** The Employer shall have this final Agreement printed, and shall provide five hundred (500) copies to the PBA President within thirty (30) days of contract execution. The County and the PBA will split the printing costs for these copies, with each party paying for 50% of the cost.

**N.** To the extent practicable separate locker room facilities shall be provided and maintained for male and female officers. However, the decision to provide and/or maintain separate locker room facilities shall be made in the sole discretion of the Sheriff or his designee.

**O.** To the extent that the Employer has the capability the Employer shall provide a direct deposit option to the banking institution of the Officer's choice.

**P.** Employees shall be responsible for all costs associated with the care, maintenance, alteration, repair, replacement, cleaning, dry cleaning and/or rental of his or her uniform. The PBA and members of the bargaining unit further expressly acknowledge and agree that they shall not be entitled to any additional compensation, benefits or overtime in connection with the care, maintenance, alteration, repair, replacement, cleaning, dry cleaning and/or rental of his or her uniform, including, but not limited to shirts, pants, jackets, hats, coats, buttons, badges, belts, holsters and other leather. However if the employer orders a uniform change then the employer shall pay for said change.



## **ARTICLE 17**

### **CEREMONIAL ACTIVITIES**

Whenever an sworn law enforcement Officer, as defined by NJSA §43:15A-97, is killed in the line of duty in the State of New Jersey the County agrees to send a minimum of six (6) uniformed Officers (2 from Courthouse, 2 from Patrol and 2 from Corrections) to participate in funeral services for the said deceased law enforcement Officer, so long as the funeral services take place within the State of New Jersey, or, if outside the State of New Jersey, within a fifty (50) mile radius of the Passaic County Jail.

Subject to the availability of same, Employer will permit two (2) County vehicles to be utilized by the members in the funeral service.

Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Sheriff's Office.

## ARTICLE 18

### DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, all such investigations will be conducted in compliance with the Attorney General's guidelines and NJSA §40A:14-147.

**ARTICLE 19**

**NO WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

**PERIOD OF AGREEMENT**

This Agreement shall become effective and retroactive to January 1, 2003 and shall remain in full force and effect until December 31, 2006 or until a successor Agreement is negotiated and executed, whichever shall last occur.

In witness whereof, the parties hereto have caused these presents to be signed by their proper Officials and duly considered Officials, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**FOR THE COUNTY OF PASSAIC:**

**FOR SOA LOCAL NO. 197**

\_\_\_\_\_  
**GERALD SPEZIALE**  
Sheriff

\_\_\_\_\_  
**STEVEN MEYERS**  
SOA President

\_\_\_\_\_  
**SCOTT SMITH**

\_\_\_\_\_  
**County Administrator**

\_\_\_\_\_  
**SERAFINO CAPARUSCIO**

**SCHEDULE A-1**  
**Base Salaries for Correction/Patrol Supervisors**

<b><u>Correction/Patrol Supervisors</u></b>	<b><u>1/12003</u></b>	<b><u>1/1/2004</u></b>
<b>Sergeant:</b>		
Step 1	\$75,547	\$78,569
Step 2	\$81,429	\$84,686
Step 3	\$85,376	\$88,791
<b>Lieutenant:</b>		
Step 1	\$88,125	\$91,650
Step 2	\$92,340	\$96,033
<b>Captain:</b>		
Step 1	\$95,520	\$99,341
Step 2	\$100,031	\$104,032
<b>Deputy Warden:</b>	\$112,637	\$117,141
<b>Warden:</b>	\$116,850	\$121,523

**SCHEDULE A-2**  
**Base Salaries for Court House Supervisors**

<b><u>Court House Supervisors</u></b>		<b><u>1/1/2003</u></b>	<b><u>1/1/2004</u></b>
<b>Sergeant:</b>			
	Step 1	\$65,809	\$73,558
	Step 2	\$72,273	\$79,924
	Step 3	\$76,194	\$84,015
 <b>Lieutenant:</b>			
	Step 1	\$75,138	\$84,896
	Step 2	\$80,961	\$90,116
	Step 3	\$84,801	\$92,113
 <b>Captain:</b>			
	Step 1	\$86,303	\$94,547
	Step 2	\$95,242	\$101,541
	Step 3	\$99,085	\$103,538
 <b>Chief Sheriff's Officer/ Chief Warrant Officer:</b>		\$113,405	\$118,621
 <b>Chief:</b>			
	Step 1	\$86,303	\$90,272
	Step 2	\$95,242	\$99,622
	Step 3	\$99,085	\$103,642
 <b>Chief ID Officer:</b>		\$93,437	\$97,734

**SCHEDULE A-3**  
**Base Salaries For Superior Personnel**  
**In the Bargaining Unit**

<b><u>Supervisors</u></b>		<b><u>1/1/05</u></b>	<b><u>1/1/06</u></b>
<b>Sergeant:</b>			
	Step 1	\$82,497	\$86,622
	Step 2	\$88,920	\$93,366
	Step 3	\$93,231	\$97,892
 <b>Lieutenant:</b>			
	Step 1	\$96,230	\$101,044
	Step 2	\$100,835	\$105,876
 <b>Captain:</b>			
	Step 1	\$104,307	\$109,523
	Step 2	\$109,233	\$114,695
 <b>Deputy Warden:</b>		\$122,997	\$129,146
 <b>Chief:</b>			
	Step 1	\$94,241	\$98,951
	Step 2	\$104,002	\$109,201
	Step 3	\$108,199	\$113,607
 <b>Chief ID Officer:</b>		\$102,031	\$107,031
 <b>Chief Sheriff's Officer/ Chief Warrant Officer:</b>		\$123,836	\$130,027
 <b>Warden:</b>		\$127,598	\$133,977