

AGREEMENT

**THE COUNTY OF PASSAIC AND
THE SHERIFF OF THE COUNTY OF PASSAIC**

AND

PASSAIC COUNTY SHERIFF'S PROFESSIONAL ASSOCIATION

2001, 2002, 2003, 2004, 2005, 2006

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INDEX

	PAGE
Preamble	1
Management Rights	2
Recognition	3
Personal Leave	4
Bereavement Leave	5
Sick Leave	6
Holidays	7
Vacations	8
Health & Insurance Benefits	9
Legal Defense of Association Members	10
Work Schedule, Overtime and Compensatory Time	11
Uniform Allowance, College Credits	13
Non Discrimination	14
Fully Bargained Provisions	15
Separation of Employment	16
Grievance Procedure	17
Existing Policies	19
Salaries	20
Savings Clause	22
Retention of Existing Benefits	23
Work Incurred Injury	24
Personnel Files	25
Investigation of Professional Association Employee	26

Association Rights	27
Retroactive Payment	28
Term and Renewal	29

THIS AGREEMENT entered into this day of August, 2003 by and between the COUNTY OF PASSAIC AND SHERIFF OF THE COUNTY OF PASSAIC (hereinafter the "Employer") and the PASSAIC COUNTY SHERIFF'S PROFESSIONAL ASSOCIATION (hereinafter the "Association").

PREAMBLE

Both parties recognize that the paramount purpose of this Agreement is to maintain the high standards of excellence, morale and performance now in existence in the Passaic County Sheriff's Office.

Other purposes of this Agreement are:

- a) The promotion of harmonious relations between the Employer and its employees;
- b) The establishment of an equitable and peaceful procedure for the resolution of differences;
- c) The establishment of fair rates of pay, hours of work and other conditions of employment satisfactory to both parties; and
- d) The prevention of the interruption of the efficient and effective operation of the Employer, which operation is essential to the well being of the citizens of Passaic County.

ARTICLE I - MANAGEMENT RIGHTS

The public Employer retains the right in accordance with applicable laws and procedures to:

- a) Direct employees;
- b) Hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or take other disciplinary action against employees;
- c) Relieve employees from duties because of lack of work or for 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; and
- f) Take whatever action may be necessary to carry out the responsibilities of the Employer in situations of emergency.

ARTICLE II - RECOGNITION

The Employer recognizes the Association, via its duly appointed representative(s), as the sole and exclusive authorized bargaining representative for all non-law enforcement personnel employed directly by the Passaic County Sheriff's Department.

ARTICLE III - PERSONAL LEAVE

A. Every employee covered by this Agreement shall be permitted a maximum of three (3) personal leave days per year with pay. Personal days shall be paid at the employee's regular straight time rate.

B. The employee may take personal leave days in half-day increments.

C. The employee shall provide three (3) days in advance notice of such leave except in the event of personal emergency. Approval of such leave requests shall not be unreasonably refused.

D. All personal leave days left unused at the end of the calendar year resulting from the Employer's denial of the same shall, at the discretion of the Employer, either be carried over to the next calendar year or compensated at the employee's regular straight time rate.

E. Except as provided herein, personal leave days shall not be cumulative.

ARTICLE IV - BEREAVEMENT LEAVE

A. Every employee covered by this Agreement shall be allowed four (4) days off with pay, at the employee's straight time pay, for death in the immediate family. The immediate family for the purpose of this paragraph is defined as spouse, children (including step, foster and adopted children), mother and father.

B. Every employee covered by this Agreement shall be allowed three (3) days off with pay, at the employee's straight time pay, for the death of the employee's step-parents, grandparents, grandson and granddaughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a member of the immediate household of the employee

C. The employee reserves the right to seek approval for leave as set forth in B. above in those circumstances whereby a non-listed family member or other individual(s) acted in the capacity of the employee's parent. Discretion as to whether said employee is entitled to said leave is in the sole discretion of the Employer.

ARTICLE V - SICK LEAVE

A. Every employee covered by this Agreement shall earn payment for absence due to illness at the rate of fifteen (15) days per year, which shall accumulate at the rate of 1.25 days per month. Payment for absence due to illness shall be at the employee's regular straight time rate.

B. Unused sick days shall be cumulative from year to year.

C. After an employee has used either: (i) ten (10) or more sick days in any calendar year; or (ii) five (5) continuous sick days, the Employer shall have the right to demand that the employee furnish a note from a doctor that said employee was in fact ill each time the Employee calls out sick thereafter. Additionally, an employee identified as having patterned or excessive absenteeism will be subject to a restrictive call policy as issued by the Sheriff or his designee.

D. For each three-month period that an employee does not use sick time, one additional compensation day will be awarded as an incentive for perfect attendance. If an employee has one year of perfect attendance, and accumulates four (4) such days, said employee may choose to return those four (4) days to the employer in exchange for a lump sum payment at the employee's straight rate of pay to be paid in January of the year following the year of perfect attendance.

E. Upon retirement, an employee shall be entitled to the cash equivalent, at the employee's then straight time rate of pay, of the fifty percent of the employee's total remaining and accrued sick time, up to a maximum of \$15,000. Said monies are to be paid to the employee in a lump sum. No sick time accumulated in the sick time bank may be redistributed to any employee for the purposes of retirement payout or terminal leave.

F. Newly hired employees shall earn sick leave at the rate of one (1) day for each month of completed service during the remainder of the calendar year of their employment.

G. The Employer retains the right to send an employee to a department physician, specializing in the field of illness for an evaluation at no cost to the employee. If the department physician determines that the employee is fit for duty, the employee is to immediately return to work.

H. If approved by the Commissioner of the Department of Personnel, the Sheriff's Office will establish a donated leave program in accordance with N.J.A.C. 4A: 6-1.22(g).

ARTICLE VI - HOLIDAYS

A. The following days are recognized paid holidays, except as modified herein:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- 1/2 day Christmas Eve
- Christmas Day
- 1/2 day New Year's Eve

B. The Association recognizes the right of the Employer to require employees to work on holidays.

C. If an employee is required to work on a holiday, the employee shall be compensated for such work at two (2) times the employee's regular rate for all hours worked, or compensatory time at two (2) times the hours worked, whichever method the Employer in his absolute discretion deems proper.

D. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or extend the vacation period by one (1) day. If the employee is required to forego such holiday falling within a vacation period, said employee shall have the right, upon seven (7) calendar days notice to the Employer, to refuse the holiday pay and to take a work day off.

E. If a legal holiday falls on an employee's regular scheduled day off, the employee shall receive an additional day's regular pay.

ARTICLE VII - VACATIONS

A. All employees are entitled to vacation leave with pay. The amount of yearly vacation leave is determined by the number of years an employee has been employed. Vacation leave is to be apportioned as follows:

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

B. Vacation leave will be credited and available for use on January 1st of each year. Vacation requests are to be submitted by January 15th each year and will be granted on the basis of seniority. If an employee requests time off on a holiday, which is granted, no additional time off will be granted.

C. Probationary employees may not utilize vacation time during their probationary period, but at the end of the probationary period the employees shall be entitled to one accrued vacation day for every month worked during the probationary period, provided the employee is not terminated either during or at the end of the probationary period. Employees so terminated are not entitled to vacation leave, nor to compensation for same.

D. After probation and during the first year of service up to December 31st, employees accrue one day for each month of service. As of January 1st, all employees are credited for the appropriate number of days in advance for the coming year.

E. An employee who becomes ill during his vacation will not be charged vacation leave, but rather sick leave for the period of illness, provided the employee furnishes satisfactory proof, such as a doctor's certificate of the illness to the Employer upon return to work.

F. An employee may carry over into the next calendar year one year's worth of vacation upon written request to the Sheriff or his designee. An employee with in excess of one year accrued vacation time may request of the Sheriff or his designee, the right to carry over into the next calendar year all unused vacation days. Approval of such requests shall not be unreasonably denied.

G. The employees hereby agree that conflicting and/or overlapping vacation requests will be prioritized based upon seniority.

ARTICLE VIII - HEALTH AND INSURANCE BENEFITS

A. Except as provided herein, all health insurance, dental insurance, life insurance, disability insurance and the Prescription Drug Plan shall remain in effect as in effect as of the date of this Agreement.

B. As of January 1, 2001, any employee who has retired and any employee who subsequently retires shall be entitled to continue participation in the Prescription Drug Plan. Retirement shall mean twenty-five (25) years of service in the P.E.R.S. Retirement System.

C. In the event that the County changes its present insurance carriers and/or insurance plans, the new coverage for any and all health and insurance benefits shall be equal to the benefits and coverage levels presently in effect.

D. In the event the Employer desires to change its present insurance carriers and insurance plans, health care providers and/or prescription plan providers, or enter into a program of self-insurance regarding coverage for any existing benefits, the Association agrees to re-open negotiations solely as to that issue which would include changes in deductibles and co-pays.

E. In the event an employee is laid off (not resigned, terminated or retired), the hospitalization and prescription insurance benefits shall continue for a period of ninety (90) calendar days.

F. In the event of an employee's death, the hospitalization and prescription insurance benefits shall continue for a period of ninety (90) calendar days.

ARTICLE IX - LEGAL DEFENSE OF ASSOCIATION MEMBERS

A. The County shall be responsible for all judgments, attorney fees and costs, whether criminal or civil in nature which directly or indirectly arise out of 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 the course of the employee's performance of duties.

C. The counsel fees for employees, in connection with civil litigation or criminal charges arising within the scope of their employment, shall be no more than:

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 disbursements:

- 1) required transcripts as approved by the County Counsel
- 2) required expert fees as approved by the County Counsel
- 3) court cost and fees as approved by the County Counsel

Prior to authorizing any attorney to represent an employee hereunder, the County of Passaic will require the prior written approval of the Passaic County Counsel to such representation and an agreement that said attorney agree in writing to abide by the above fee schedule. In the event that the attorney chosen by the employee is unwilling to abide by the above fee schedule and approval requirements, the employee, and not the County, will be personally responsible for the attorney's fee and disbursements in excess of the fee schedule.

ARTICLE X - WORK SCHEDULE. OVERTIME AND COMPENSATORY TIME

5 & 2 Employees

A. The standard workweek shall consist of five (5) consecutive days, Monday through Friday, with two (2) consecutive days off, Saturday and Sunday.

B. The standard workweek shall be forty (40) hours. Each employee shall be entitled to a paid, one (1) hour lunch period to be taken in an area designated by the supervisor.

C. The hours of work shall be divided into three separate shifts as follows: 7:00 a. m. to 3:00 p. m., from 3:00 p. m. to 11:00 p. m. and from 11:00 p. m. to 7:00 a. m. The hours of work for office staff shall be from 8:00 a.m. to 4:00 p.m. The hours of work for Employees listed on Schedule A shall be grandfathered.

4 & 2 Employees

A. All employees covered by this Agreement, employed in the continuous operation of the Passaic County Sheriff's Department, shall have a workweek inclusive of weekends, consisting of four (4) consecutive days on and two (2) consecutive days off.

B. The hours of work shall be divided into three separate shifts as follows: 7:00 a. m. to 3:00 p. m., from 3:00 p. m. to 11:00 p. m. and from 11:00 p. m. to 7:00 a. m. Each employee shall be entitled to a paid, thirty (30) minute lunch period to be taken in an area designated by the supervisor.

C. Employees working on the 3:00 p.m. and 11:00 p.m., or 11:00 p.m. and 7:00 a.m. shifts, shall receive in addition to their regular pay, an additional ten (10) percent of their base salary, which shall be incorporated in their based pay. This ten (10) percent night differential shall be divided equally into the number of pay periods in each year and said amount, incorporated in the base salary, shall be paid each regular pay. Said amount shall also be paid when on vacation, personal leave and sick leave.

All Employees

A. Lunch periods assigned to employees shall be duty free, and with the exception of an emergency. Any employee who shall be requested to work during the employee's lunch period shall be afforded a duty-free lunch period during the respective work shift in that same workday. Effective upon ratification of this Agreement, there is a \$5.00 per week offset for meals provided by the Employer should the employee opt for such meals. Such offset shall be made through payroll deductions.

B. An employee required to work longer than the normal workday shall be paid at the employee's regular hourly-rate, except that all hours in excess of forty (40) work-hours during

that particular workweek (Monday through Friday) shall be at the rate of one and one-half times the regular hourly rate.

C. Payment for overtime work shall be in the form of cash or compensatory time off at the employees discretion. Said election must be made in writing.

D. In the event that an employee is called in to work on a regularly scheduled off day, said employee will be paid for a minimum of two (2) hours pay at one and a half times their regular rate of pay.

E. If an employee is more than thirty (30) minutes late in reporting to work without good cause, the Sheriff or his designee may send the employee home for the balance of that working day, in which event such employee shall not receive pay for that day.

F. Employer has the right to place an employee on staggering starts and finishes.

G. All personnel, as a condition of employment, must be available to work any and all shifts as needed to maintain the effective operation of the Sheriff's Department.

H. 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 receive compensation time at the rate of time and one-half for the time spent in court.

I. Accumulated comp days shall be scheduled with an employee's vacation request. An employee who becomes ill on comp time shall be charged sick time. The employer may demand a doctor's certification of the illness. Unused comp time shall be cumulative from year to year subject to the limits established herein. In the event an employee accumulates more than 480 hours, he/she may sell back to the County up to 250 hours during the first week of December of that year subject to the approval of the Sheriff. It shall be duly noted that at no time shall an employee carry over more than 480 hours accumulated comp time without the prior written permission of the Sheriff.

ARTICLE XI - UNIFORM ALLOWANCE, COLLEGE CREDITS

UNIFORM ALLOWANCE

Uniform allowance is for the purpose of purchasing and maintaining uniforms, when required by the Employer. Uniform allowance shall be considered to have been incorporated into the base pay. The Association and employees agree that the uniform allowance provided in this Agreement covers any and all claims for compensation in connection with the purchase, care, maintenance, alteration, repair, replacement, cleaning, dry cleaning and/or rental of his/her uniform.

COLLEGE CREDITS

A. Tuition for the continuing education of the Association members will be paid at a rate of \$20.00 per credit, at the discretion of the Sheriff and only if the Sheriff deems that the education is required as a condition of employment and the employee receives a passing grade.

Any employee who has or obtains an advanced degree will be paid an extra yearly amount as follows:

Associate Degree	\$500
Bachelor's Degree	\$1,500
Master's Degree	\$3,000

ARTICLE XII - NON DISCRIMINATION

The Employer and the Association agree that the provisions of this Agreement shall be applied equally to all employees, and the parties agree to comply with all State and federal discrimination laws.

ARTICLE XIII - FULLY BARGAINED PROVISIONS

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

ARTICLE XIV - SEPARATION OF EMPLOYMENT

A. Upon discharge, the employee will receive no later than the next pay period all monies to which the employee is entitled.

B. Upon resignation, the employee will receive not later than the next pay period all monies to which the employee is entitled, provided that the employee has notified the Employer at least two (2) weeks prior to such resignation.

ARTICLE XV - GRIEVANCE PROCEDURE

A. For purpose of this Agreement, the term “grievance” means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employees) covered by this Agreement which govern terms and conditions of employment.

B. Step 1: In the event that the employee, pursuant to their verbal complaint to their direct supervisor/tour commander, is not given a response or finds the response to be inadequate, the employee shall within ten (10) working days of its occurrence the matter reduce to writing on an approved grievance form and submitted to the Employee’s direct supervisor/tour commander. The Supervisor shall respond in writing no later than ten (10) working days from receipt of the written grievance.

Step 2: In the event the grievance is not resolved at Step 1, then the matter may be appealed within ten (10) working days in writing to the Chief/Warden. The ten (10) working day period for appeal to the Chief/Warden shall run either from the date of receipt of the Employee’s direct supervisor’s/tour commander’s written response or upon the completion date of Step 1 where there is no response. The Chief/Warden shall have ten (10) working days in which to respond.

Step 3: In the event the grievance is not resolved at Step 2, then the matter may be appealed within ten (10) working days in writing to the Sheriff. The ten (10) working day period for appeal to the Sheriff or his designee shall run either from the date of receipt of the Chief/Warden’s written response or upon the completion date of Step 2 where there is no response. The Sheriff shall have ten (10) working days in which to respond.

Step 4: In the event the grievance is not resolved at Step 3, then the Association and only the Association may submit the matter within ten (10) working days to arbitration in accordance with the procedures of the New Jersey Public Relations Commission. The written request for arbitration by the Association must be filed with the Public Employment Relations Commission and a copy served upon the Sheriff’s response at Step 3.

C. No response at any step within the time allotted shall be deemed to be a denial of the grievance at that Step.

D. Written disposition of all grievances shall be forwarded to the Association.

E. In the event of arbitration, the costs of the arbitrator’s services shall be shared equally by the parties except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.

F. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned.

G. Documents, communications or records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.

H. Meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

I. Nothing in this Agreement or grievance procedure shall affect or apply to the right of the Employer to discipline or discharge employees nor deprive any employee of their rights in such cases pursuant to civil service rules and regulations or otherwise.

ARTICLE XVI - EXISTING POLICIES

A. The provisions of any valid and existing Board of Chosen Freeholder Ordinances or Resolutions validly providing employment benefits with regard to matters covered by this Agreement shall remain in effect unless this Agreement provides for some other benefit.

B. In the event the Board of Chosen Freeholders negotiate an improvement or reduction in any wage or fringe benefit on a county-wide basis, then the employees in this bargaining unit and/or the Employer shall have the right to request immediate negotiations as to each issue only, any other provisions of this Agreement to the contrary notwithstanding.

C. The Sheriff agrees that all benefits, terms and conditions of employment relating to the status of Passaic County Sheriff's Department, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

D. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any employee covered by this Agreement pursuant to any rules, regulations, instructions, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XVII - SALARIES

A. As of January 1, 2001 salaries shall be as per the Salary Guide for Employees of the Sheriff's Professional Association annexed hereto as Appendix A. Employees will be placed on the step closest to their current salary that does not cause a pay decrease at the time of implementation. All clothing allowances have been incorporated into the base pay. It is agreed that all uniformed employee will maintain their uniforms utilizing that portion of the base pay formerly considered "uniform allowance."

B. Effective January 1, 2001, the attached Salary Guide is established with equal increments between steps of the same level. Entry titles will have ten steps while promotional titles will have five steps.

C. Effective and retroactive to January 1, 2001, there shall be a two and one-quarter percent (2.25%) cost of living adjustment.

D. Effective and retroactive to January 1, 2002, there shall be a two and one-quarter percent (2.25%) cost of living adjustment.

E. Effective and retroactive to January 1, 2003, there shall be a two and one-half percent (2.5%) cost of living adjustment.

F. Effective January 1, 2004, there shall be a two and one-half percent (2.5%) cost of living adjustment.

G. Effective January 1, 2005, there shall be three percent (3.0%) cost of living adjustment.

H. Effective January 1, 2006, there shall be three and one-quarter percent (3.25%) cost of living adjustment.

I. Increments pursuant to the attached Salary Guide shall be paid when due to all eligible employees according to the employee's anniversary date.

J. Longevity shall continue to be determined by length of employment with the County of Passaic as follows:

- 2% of base pay at the beginning of 7 years.
- 4% of base pay at the beginning of 10 years.
- 6% of base pay at the beginning of 15 years.
- 8 % of base pay at the beginning of 20 years.
- 10% of base pay at the beginning of 25 years.

J. All employees whose anniversary date falls between January 1st and June 30th shall receive the increment which they would have been entitled on the employees' anniversary date, retroactive to January 1st of the contract year.

K. All employees whose anniversary date falls between July 1st and December 31st shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to July 1st of the contract year.

L. An employee who is called for jury duty shall be paid the difference between the jury duty fee and eight (8) hours straight time pay for the scheduled time lost. Full wages will be paid upon surrender of such amount received as jury duty pay. The employee shall notify the Employer immediately upon receipt of jury duty notice.

M. The County shall reimburse employees at the published IRS rate for the use of personal vehicles for County business, when required to do so by the employer.

ARTICLE XVIII - SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XIX - RETENTION OF EXISTING BENEFITS

A. Except as otherwise provided herein, all benefits which Union members 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 union members except as otherwise expressly provided herein.

B. The County agrees that it shall not discriminate against any Union member with respect to hours, wages, or any other terms of, or conditions of, employment by reason of his or her membership in the Passaic County Sheriff's Professional Association, Inc. or 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 or conditions of employment.

ARTICLE XX-WORK INCURRED INJURY

A. The County of Passaic will provide 100% compensation for any employee sustaining any work related injury for the first seven (7) days, and thereafter on the eighth (8th) day will administer workers' compensation benefits pursuant to N.J.S.A. 34:15-12. Employees who are physically capable of returning to light duty will be assigned by the Sheriff or his designee to light duty work.

B. The employee shall be required to present evidence by a certificate of a physician that the employee is unable to work and, the Sheriff may reasonably require that said employee present certificates every three months.

C. In the event the employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Sheriff or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or, if there is an appeal therefrom, the final decision of the last reviewing court, shall be binding upon the parties.

D. For the purpose of the Article, injury or illness incurred while the employee is attending an Employer sanctioned training program shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed a sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

G. In the event of disagreement concerning whether the injury is disabling or work-related, the matter may be submitted to an arbitration panel of three (3) physicians --- one of the employee's choice, one of the Employer's choice and a third selected by the two (2) physicians appointed by the parties.

ARTICLE XXI - PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Sheriff and may be used for evaluation purposes.

B. Upon advance notice and at reasonable times, any member of the Sheriff's Office may at any time review his personnel file. However, this appointment for review must be made through the Sheriff or his designated representative.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to the employee and the employee shall be given the opportunity to rebut any material if the employee so desires, and the employee shall be permitted to place said rebuttal in his file. (When the employee is given a copy of the complaint, the identification of the complainant shall be excised.) However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all the details of the complaint, including the identity of the complainant.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from, unless such removal is agreed upon by both the Employer and the employee. Unless so agreed, removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE XXII - INVESTIGATION OF ASSOCIATION EMPLOYEES

In an effort to insure that departmental investigations are conducted in a manner that is conducive to good order and discipline, all investigations will be conducted in accordance with the Attorney General Guidelines and NJAC 4A.

ARTICLE XXIII - ASSOCIATION RIGHTS

A. The Association shall have the right to post within the workplace Association related notices using their own stationery on available bulletin boards.

B. Any representative of the Association that is scheduled to participate in negotiations or grievance procedures during work hours will suffer no loss in pay or benefits.

C. The Employer agrees to provide facilities for the Association to conduct meetings during off-duty hours.

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

E. The employer agrees to deduct the Union's monthly membership dues from the pay of those employees who have authorized such deductions in writing, pursuant to N.J.S.A. 52:15-15E. The amounts so deducted shall be remitted to the Union, together with a list of names of its employees.

F. As of the effective date of this Agreement, any permanent employee in the bargaining unit who does not join the Association within thirty (30) days of permanent employment, and any permanent employee previously employed with the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five (85%) percent of the regular Association dues, fees and assessments as certified to the Employer by the Association. The Association may revise its certification of the amount of representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments.

G. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from dues deductions made by the Employer hereunder. Once the funds are remitted to the Association, disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

ARTICLE XXIV - RETROACTIVE PAYMENT

In that the Association has been working without an Agreement since January 1, 2001, the retroactive payment of salary increases, overtime pay, uniform allowances, holiday pay, longevity, night differential, etc. shall be paid by the Employer via separate check upon ratification of this Agreement by the Association and the County.

ARTICLE XXV - TERM AND RENEWAL

A. This Agreement shall remain in effect until December 31, 2006 or until successor agreement is reached. In the event such a successor agreement is not reached by December 31, 2006, both parties expressly intend and agree to continue to remain bound by the terms of this Agreement in all respects during any interim period until a successor agreement is reached. This means, inter alia, that during any such interim period, the Employer specifically agrees to continue to:

1. Award all salary step increases an employee may be entitled to.
2. Award all incremental vacation increases an employee may be entitled to.
3. Provide health and related coverage for all employees.
4. Compensate employees for overtime work.

It is further specifically intended by the parties that this Article shall survive the expiration of the underlying Agreement, shall be severable there from and shall continue in full force and effect until a successor agreement is reached.

B. It is understood that this Agreement shall be binding upon the parties, their successors and assigns, and that upon notice to either party pursuant to the regulations of the Public Employment Relations Commission (PERC), either shall have the obligation to commence negotiations for a successor agreement pursuant to the Rules of the New Jersey Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed and attested to this day of August, 2003.

SHERIFF OF PASSAIC COUNTY

COUNTY OF PASSAIC

BY: _____ BY: _____

PASSAIC COUNTY SHERIFF'S PROFESSIONAL ASSOCIATION

BY: _____

