

SUPERIOR OFFICER CONTRACT

P.B.A. LOCAL 197

and

COUNTY OF PASSAIC

JANUARY 1, 2007 Through DECEMBER 31, 2014

Prepared By:

**LOCCKE • CORREIA
LIMSKY & BUKOSKY
24 Salem Street
Hackensack, New Jersey 07601
(201) 488-0880**

TABLE OF CONTENTS

	<u>PAGE</u>
1. Witnesseth	1
2. Preamble	2
3. Grievance Procedure	3
4. Management Rights	5
5. Workweek/Hours of Work	6
6. Overtime Payment	8
7. Salaries/Compensation	10
8. Increments and Longevity	12
9. Night Differential	13
10. Vacation, Sick, Personal and Death Leaves	14
11. Holiday Compensation	17
12. Criminal and Civil Actions	19
13. Payment for Education/Continuing Education	20
14. Medical Benefits	21
15. Miscellaneous	25
16. Ceremonial Activities	31
17. Departmental Investigations	32
18. No Waiver	33
19. Period of Agreement	34
Base Annual Salary Scale	35

ARTICLE 1

WITNESSETH

WHEREAS the County of Passaic does recognize the Patrolmen's Benevolent Association, Local #197, (hereinafter "SOA"), 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 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, 2007, and shall remain in full force and effect until December 31, 2014, 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 (SOA 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 SOA 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 SOA Representative within ten (10) working days.
- C.** If the grievance still remains unsettled, it shall be presented in writing by the SOA 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 SOA 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 (SOA 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 SOA.

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 Unit shall have a workweek, inclusive of two week-ends, consisting of four (4) consecutive days on an 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 one (1) hour lunch period. The Employer shall have the right to limit lunch periods of Court House 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 Office. 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 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 SOA 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. The salary schedules shall be modified at each step and rank by the following percentages on each effective date and retroactive to each effective date as applicable.

January 1, 2007	1.5%	January 1, 2011	2.75%
July 1, 2007	1.5%	January 1, 2012	1.75%
January 1, 2008	2.75%	January 1, 2013	1.75%
January 1, 2009	2.75%	January 1, 2014	1.75%
January 1, 2010	2.75%		

B. All E.M.T.'s 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 E.M.T.s 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 SOA 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

VACATION, SICK, PERSONAL AND DEATH LEAVES

A. Vacation Leave

Provided vacation requests are submitted by January 15th each year, such requests will be granted on the basis of seniority of service within the Corrections Unit of the Passaic County Sheriff's Office. 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:

Years of Service:	Working Days Vacation Each Year:
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 11

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 12

CRIMINAL / CIVIL ACTIONS

A. Legal Defense of Officers

The County of Passaic shall be responsible for all judgements, 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 judgements 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 13

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

Only one degree is payable at a time.

ARTICLE 14

MEDICAL BENEFITS

A. Medical

1. The level of Employee contribution of 1.5% of base salary shall be as set forth in *P.L. 010, Ch. 2*, effective May 22, 2010. This level of Employee contribution shall be inclusive of, rather than in addition to, any statutory obligation towards an Employee's requirement to make contributions toward the payment of health insurance.

2. Effective upon execution of this Agreement, the co-pay under this plan shall be Five Dollars (\$5.00) for generic drugs and Ten Dollars (\$10.00) for brand name drugs. Mail order generic drugs shall have a co-pay of Ten Dollars (\$10.00) per prescription (for a three (3) month supply). Mail order brand name drugs shall have a co-pay of Twenty Dollars (\$20.00) per prescription (for a three (3) month supply). The coverage shall include family members.

3. Any Employee hired after the ratification of this Agreement shall contribute towards the cost of medical benefits as follows:

- (i) Two Percent (2%) of Base Salary for Single Coverage;
- (ii) Two and One-Half Percent (2½%) of Base Salary for Husband/Wife; One Parent and One (1) Child, Employee/Domestic Partner.
- (iii) Three Percent (3%) of Base Salary for Family Coverage.

4. Co-pays for doctor's visits shall be Fifteen Dollars (\$15.00). The deductible for health insurance shall be Two Hundred and Fifty Dollars (\$250.00) for the Employee

and Five Hundred Dollars (\$500.00) for family members. Out of pocket maximum contributions for in-network providers shall be Two Hundred Dollars (\$200.00) for Employees and Four Hundred Dollars (\$400.00) for family members and for out-of-network providers, Six Hundred Dollars (\$600.00) for Employees and One Thousand Dollars (\$1,000.00) for family members.

5. 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 Five (\$5.00) Dollar 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-thirds of your pay per week; the maximum benefit is Three Hundred Fifty (\$350.00) Dollars per week for a maximum period of twenty-six (26) weeks. There are no extensions. After twelve (12) weeks the Employee is responsible for paying the monthly premiums listed below:

	Single	Husband/Wife	Family	Parent/Child
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 Four Thousand (\$4000.00) Dollars. In the event the Employee dies while employed by the County of Passaic, said death benefit to be increased to Twelve Thousand (\$12,000) Dollars providing the Employee has enough accumulated sick time the paying for half of it would raise it to Twelve Thousand (\$12,000) Dollars. If not, it will be paid proportionately.

ARTICLE 15

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 that 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 SOA 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 Office. 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 SOA'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 SOA 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 percent (85%) 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.

SOA members who work SOA 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 SOA Local 197. The engineering department will notify all contractors, when permits are issued, to contact SOA 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 Twenty-Five Dollars (\$25.00) per hour.

M. The Employer shall have this final Agreement printed, and shall provide fifty (50) copies to the SOA President within thirty (30) days of contract execution. The County and the SOA will split the printing costs for these copies, with each party paying for fifty percent (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 SOA 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 16

CEREMONIAL ACTIVITIES

Whenever an sworn law enforcement Officer, as defined by N.J.S.A. 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 17

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 N.J.S.A. 40A:14-147.

ARTICLE 18

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, 2007 and shall remain in full force and effect until December 31, 2014 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 18th day of December, 2013.

FOR THE COUNTY OF PASSAIC:

FOR SOA LOCAL NO. 197


Richard Berdnik
Sheriff, Passaic County


SOA President


Anthony DeNova
Administrator


Vice-President Local No. 197

BASE ANNUAL SALARIES

	Eff. 01/01/07	Eff. 07/01/07	Eff. 01/01/08	Eff. 01/01/09	Eff. 01/01/10	Eff. 01/01/11	Eff. 01/01/12	Eff. 01/01/13	Eff. 01/01/14
Sergeant									
Step 1	\$87,921	\$89,240	\$91,694	\$94,216	\$96,807	\$99,469	\$101,210	\$102,981	\$104,783
Step 2	\$94,766	\$96,188	\$98,833	\$101,551	\$104,344	\$107,213	\$109,089	\$110,998	\$112,941
Step 3	\$99,360	\$100,851	\$103,624	\$106,474	\$109,402	\$112,410	\$114,378	\$116,379	\$118,416
Lieutenant									
Step 1	\$102,560	\$104,098	\$106,961	\$109,902	\$112,924	\$116,030	\$118,060	\$120,126	\$122,229
Step 2	\$107,464	\$109,076	\$112,076	\$115,158	\$118,325	\$121,579	\$123,706	\$125,871	\$128,074
Captain									
Step 1	\$111,165	\$112,833	\$115,936	\$119,124	\$122,400	\$125,766	\$127,967	\$130,207	\$132,485
Step 2	\$116,415	\$118,162	\$121,411	\$124,750	\$128,181	\$131,705	\$134,010	\$136,355	\$138,742
Deputy Warden	\$131,083	\$133,049	\$136,708	\$140,468	\$144,331	\$148,300	\$150,895	\$153,536	\$156,222
Chief									
Step 1	\$100,435	\$105,457	\$108,357	\$111,337	\$114,399	\$117,545	\$119,602	\$121,695	\$123,824
Step 2	\$110,839	\$112,502	\$115,595	\$118,774	\$122,041	\$125,397	\$127,591	\$129,824	\$132,096
Step 3	\$115,311	\$117,041	\$120,259	\$123,567	\$126,965	\$130,456	\$132,739	\$135,062	\$137,426
Chief ID Officer	\$108,636	\$110,266	\$113,298	\$116,414	\$119,615	\$122,905	\$125,056	\$127,244	\$129,471
Chief Sheriff's Officer/ Chief Warrant Officer	\$131,977	\$133,957	\$137,641	\$141,426	\$145,315	\$149,311	\$151,924	\$154,583	\$157,288

Warden	\$135,987	\$138,026	\$141,822	\$145,722	\$149,730	\$153,847	\$156,540	\$159,279	\$162,066
--------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------

MEMORANDUM OF AGREEMENT

between the

COUNTY OF PASSAIC AND PASSAIC COUNTY SHERIFF

and

POLICE BENOVOLENT ASSOCIATION LOCAL #197

WHEREAS, this Memorandum of Agreement (“Agreement”) is entered into September 6, 2016 between the County of Passaic (“County”), Passaic County Sheriff (“Sheriff”) and Passaic County Police Benevolent Association Local 197 (“PBA”); and

WHEREAS, the County, Sheriff, and PBA have agreed to amend the terms of their current Collective Bargaining Agreement on behalf of the corrections’ officers in the Passaic County Jail, which expired on December 31, 2014, and the County, Sheriff, and PBA having bargained in good faith and having mutually agreed, hereby state that it is agreed as follows:

Term of Contract

The Agreement shall be for a four (4) year term commencing January 1, 2015 and terminating December 31, 2018.

Recognition

Effective upon ratification of this Agreement, the title of Warden and Deputy Warden will no longer be recognized title in the CBA. This will not effective the person(s) currently holding the titles, only those holding the titles in the future.

Article VII – Compensation

Effective upon ratification of the Agreement, the Salary Guide attached hereto as Exhibit “A” shall be incorporated in the Agreement and replace the current Salary Guide.

Effective January 1, 2015, employees will not move on the Salary Guide and will not receive a cost of living adjustment in his/her salaries.

Effective January 1, 2016, employees will move two (2) steps on the Salary Guide, and all those employees at maximum will receive a one percent (1%) cost of living adjustment.

Effective January 1, 2017, employees will move one (1) step on the Salary Guide, and all those employees at maximum will receive a one percent (1%) cost of living adjustment.

Effective January 1, 2018, employees will move one (1) step on the Salary Guide, and all those employees at maximum will receive a one percent (1%) cost of living adjustment.

Article VIII – Increments and Longevity

All employees hired subsequent to January 1, 2017 shall be entitled to “senior officer pay” in lieu of longevity pursuant to the following schedule:

- a) Twenty five hundred dollars (\$2,500) added to the base pay of employees after fifteen (15) years of service;
- b) Thirty five hundred dollars (\$3,500) added to the base pay of employees after twenty (20) years of service;
- c) Five thousand dollars (\$5,000) added to the base pay of employees after twenty four (24) years of service;

Article IX – Night Differential

Add the following provision: Effective upon the execution of this Agreement, night differential paid to employees working the 3:00 PM to 11:00 PM shift, will decrease to five percent (5%) for all new employees hired after the execution of this Agreement.

Article X – Vacation, Sick, Personal, and Bereavement Leaves

New employees hired after the ratification of this Agreement shall be subject to the following vacation schedule:

- 1 – 8 years 12 days’ vacation per year
- 9 – 14 years 15 days’ vacation per year
- 15 – 19 years 18 days’ vacations per year
- 20+ years 20 days’ vacation per year

Section D (Death Leave) shall be amended to be consistent with the Passaic County Policies and Procedures Manual for Employees.

Article XI – Holiday Compensation

Change “Washington’s Birthday” to “President’s Day” and delete Lincoln’s Birthday as a Holiday.

Article XV – Medical Benefits

All employees hired subsequent to the ratification of this Agreement shall not be entitled to enroll in the County’s Traditional Health Care plan.

All employees in PBA Local #197 shall be subject to the contributions outlined in Chapter 78 of Public Law 2011.

All employees hired subsequent to the ratification of this agreement shall, upon retirement and twenty five years of service to Passaic County, be entitled to enroll only in the HBCBS Advantage EPO DESIGN 4 plan or an equivalent plan that may be offered.

Effective upon ratification of this Agreement, all out of network charges will be paid at 180% of the rate established by the Center for Medicare and Medicaid Services ("CMS") in 2017 and 150% of the rate established by CMS in 2018.

Miscellaneous – Article XVI

The County at its sole discretion can change from a bi-weekly payroll to a bi-monthly payroll.

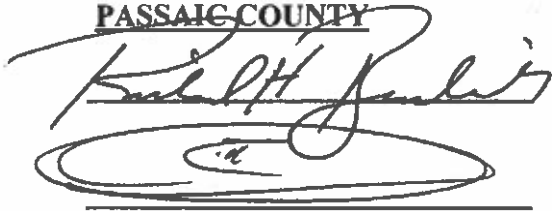
All employees hired after the ratification of this agreement shall be entitled to health insurance upon retirement paid for by the Employer, through the County so long as they are employed for twenty five (25) years with the County of Passaic in any capacity and must have at least twenty five (25) years of credited service in a State approved retirement system.

Acknowledgement of Ratification and Incorporation

The parties agree to recommend these terms and conditions to their respective constituents for ratification.

All issues agreed to shall be incorporated into the new Agreement. All issues not previously agreed to and not mentioned herein are withdrawn. All other language in the expired Agreement shall continue in the new contract and will remain status quo.

PASSAIC COUNTY



PBA LOCAL 197

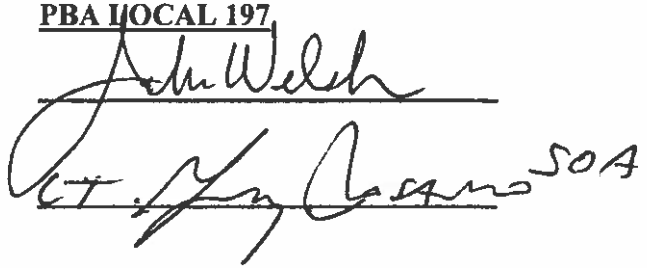


EXHIBIT B



STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION
PO Box 429
TRENTON, NEW JERSEY 08626-0429

PETITION TO INITIATE COMPULSORY
INTEREST ARBITRATION

Courier Delivery:
495 West State St.,
Trenton, NJ 08618
www.state.nj.us/perc
Phone: 609.292.9898
Fax: 609.777.0089
Email: Mail@perc.state.nj.us

INSTRUCTIONS: Pursuant to N.J.A.C. 19:16-5.1, file an original and 4 copies of this notice with the Director of Arbitration. If more space is required for any item, attach additional sheets, numbering the item accordingly. Proof of service of this form is required if it is not a jointly filed petition. Additional instructions appear at the end of this form in the event it is not jointly filed. Pursuant to N.J.A.C. 19:10-2.3, this form may alternatively be filed by email or fax.		DO NOT WRITE IN THIS SPACE DOCKET NO. DATE FILED:	
Negotiations between a public fire or police department and an exclusive representative of employees of a public fire or police department shall begin at least 120 days prior to the day on which their collective negotiations agreement is to expire. On or after the date on which their collective negotiations agreement expires either party may use this form to file a petition to initiate compulsory interest arbitration. Filing of this form will terminate any on going mediation or factfinding proceeding involving the parties to this impasse. N.J.S.A. 34:13A-16b(2).			
1. PUBLIC EMPLOYER			
Full Name: The County of Passaic, Passaic County Sherrif's Department		County: Passaic	
Name, Title and Address of Employer Representative to Contact: Mathew Jordan, Esq. Passaic County Counsel 401 Grand Street Room 214 Paterson, New Jersey, 07505		Name and Address of Attorney/Consultant Representing Public Employer (if any): Lester Taylor, Esq. Florio Perrucci et al. 218 Route 18 North Rochelle Park, New Jersey, 08865	
Phone: (973) 881-4466	Fax:	Phone: (201) 843-5858	Fax:
E-Mail: matthewj@passaiccountynj.org		E-Mail: LTaylor@floriolaw.com	
2. EXCLUSIVE REPRESENTATIVE			
Full Name: Policemen's Benevolent Association Local #197A			
Name, Title and Address of Representative to Contact: George Rosario, President P.B.A. Local #197A PO Box 6828 Paterson, New Jersey, 07501		Name and Address of Attorney/Consultant Representing Exclusive Representative (if any): Frank M. Crivelli, Esq. Crivelli & Barbati, L.L.C. 2653 Nottingham Way, Suite 2 Hamilton, New Jersey, 08619	
Phone:	Fax:	Phone: (609) 981-7500	Fax: (609) 981-7501
E-Mail: grosario@pcsheriff.org		E-Mail: Fcrivelli@cbnjlaw.com	
3. DESCRIPTION OF THE COLLECTIVE NEGOTIATIONS UNIT:			Approximate number of employees in the unit
Included: All Superior Correctional Police Officers employed by the Passaic County Sheriff's Department to include Sergeants, Lieutenants, Captains, Deputy Warden and Warden Excluded: Superior Correctional Police Officers (Sergeant, Lieutenant, Captain) and all other employees employed by the Passaic County Sheriff's Department.			
4a. Dates and duration of negotiations sessions: 7/30/19, 9/19/19, 9/26/19, 10/17/19, 11/18/19, 12/03/19 (if none, so state)		4b. Has either party previously requested mediation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4c. If so, has a mediator been appointed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of mediator: _____		4d. If so, the number and dates of sessions:	
4e. Has an unfair practice charge been filed pertaining to these negotiations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		4f. If so, date of filing and docket number 1/21/2020 IR-196	
5a. Has factfinding with recommendations for settlement been invoked? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		5b. If so, has a factfinder been appointed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of factfinder: _____	
5c. If so, has a factfinder's report issued? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		5d. If so, date of factfinder's report? _____	

EXHIBIT C

OFFICER CONTRACT
P.B.A. LOCAL 197
and
COUNTY OF PASSAIC

JANUARY 1, 2007 Through DECEMBER 31, 2014

Prepared By:

**LOCCKE • CORREIA
LIMSKY & BUKOSKY
24 Salem Street
Hackensack, New Jersey 07601
(201) 488-0880**

TABLE OF CONTENTS

	<u>PAGE</u>
1. Witnesseth	1
2. Preamble	2
3. Grievance Procedure	3
4. Management Rights	5
5. Workweek/Hours of Work	6
6. Overtime Payment	8
7. Salaries/Compensation	10
8. Increments and Longevity	11
9. Night Differential	12
10. Vacation, Sick, Personal and Death Leaves	15
11. Holiday Compensation	16
12. Criminal and Civil Actions	18
13. Payment for Education/Continuing Education	20
14. Medical Benefits	21
15. Miscellaneous	26
16. Ceremonial Activities	33
17. Departmental Investigations	34
18. No Waiver	35
Period of Agreement	36
Base Annual Salaries	37

ARTICLE 1

WITNESSETH

WHEREAS the County of Passaic does recognize the Patrolmen's Benevolent Association, Local #197, (hereinafter "PBA"), 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 Correctional Officers, exclusive in this Agreement, whose duties are non-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, 2007, and shall remain in full force and effect until December 31, 2014, 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 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 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 Corrections Unit shall have a workweek, inclusive of two week-ends, consisting of four (4) consecutive days on an 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 one (1) hour lunch period. The Employer shall have the right to limit lunch periods of Court House 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

Office. 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.

G. Effective January 1, 2004, all new hired Officers without prior law enforcement experience who are hired as a Correction Officer must complete two (2) year of service at the Passaic County Jail prior to applying for a lateral title change to Sheriff's Officer. The foregoing restriction shall not apply to inter-governmental transfers or investigators.

ARTICLE 6

OVERTIME PAYMENT

A. For Correctional 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 or 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 thirty (30) minutes of the Employee's shift and the last thirty (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. The salary schedules shall be modified at each step and rank by the following percentages on each effective date and retroactive to each effective date as applicable.

January 1, 2007	1.5%	January 1, 2011	2.75%
July 1, 2007	1.5%	January 1, 2012	1.75%
January 1, 2008	2.75%	January 1, 2013	1.75%
January 1, 2009	2.75%	January 1, 2014	1.75%
January 1, 2010	2.75%		

(B) All E.M.T.'s 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 E.M.T.s 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) The annual Detective allowance shall be paid to all Detectives as follows:

<u>Grade</u>	
Commander	\$3,000
Detective, 3 rd Grade/Specialist, Corrections	\$1,500

Detective, 2 nd Grade	\$2,500
Detective, 1 st Grade	\$5,500

For any Employee that is assigned to Detective for less than the full calendar year, the Detective Differential shall be pro-rated with the Employee receiving one-twelfth (1/12) of the applicable Detective Differential for each month or portion thereof during which the Employee is assigned as a Detective.

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

VACATION, SICK, PERSONAL AND DEATH LEAVES

A. Vacation Leave

Provided vacation requests are submitted by January 15th each year, such requests will be granted on the basis of seniority of service within the Corrections Unit of the Passaic County Sheriff's Office. 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:

Years of Service:	Working Days Vacation Each Year:
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 11

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 paid at the rate of double their base salary whenever their regularly scheduled workday falls on a recognized holiday, providing they did not call in sick the day before or the day after the holiday.

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 12

CRIMINAL / CIVIL ACTIONS

A. Legal Defense of Officers

The County of Passaic shall be responsible for all judgements, 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 judgements 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 13

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 Twenty (\$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 - \$1,000.00
Bachelor Degree - \$1,500.00
Graduate Degree - \$2,000.00

Only one degree is payable at a time.

ARTICLE 14

MEDICAL BENEFITS

A. Medical

1. The level of Employee contribution of 1.5% of base salary shall be as set forth in *P.L. 010, Ch. 2*, effective May 22, 2010. This level of Employee contribution shall be inclusive of, rather than in addition to, any statutory obligation towards an Employee's requirement to make contributions toward the payment of health insurance.

2. Effective upon execution of this Agreement, the co-pay under this plan shall be Five Dollars (\$5.00) for generic drugs and Ten Dollars (\$10.00) for brand name drugs. Mail order generic drugs shall have a co-pay of Ten Dollars (\$10.00) per prescription (for a three (3) month supply). Mail order brand name drugs shall have a co-pay of Twenty Dollars (\$20.00) per prescription (for a three (3) month supply). The coverage shall include family members.

3. Any Employee hired after the ratification of this Agreement shall contribute towards the cost of medical benefits as follows:

- (i) Two Percent (2%) of Base Salary for Single Coverage;
- (ii) Two and One-Half Percent (2½%) of Base Salary for Husband/Wife;
One Parent and One (1) Child, Employee/Domestic Partner.
- (iii) Three Percent (3%) of Base Salary for Family Coverage.

4. Co-pays for doctor's visits shall be Fifteen Dollars (\$15.00). The deductible for health insurance shall be Two Hundred and Fifty Dollars (\$250.00) for the Employee and Five Hundred Dollars (\$500.00) for family members. Out of pocket maximum

contributions for in-network providers shall be Two Hundred Dollars (\$200.00) for Employees and Four Hundred Dollars (\$400.00) for family members and for out-of-network providers, Six Hundred Dollars (\$600.00) for Employees and One Thousand Dollars (\$1,000.00) for family members.

5. 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 Five (\$5.00) Dollar per prescription on name-brands and \$0.00 for generic brands.~~

T.W

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-thirds of your pay per week; the maximum benefit is Three Hundred Fifty (\$350.00) Dollars per week for a maximum period of twenty-six (26) weeks. There are no extensions. After twelve (12) weeks the Employee is responsible for paying the monthly premiums listed below:

	Single	Husband/Wife	Family	Parent/Child
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 Four Thousand (\$4000.00) Dollars. In the event the

Employee dies while employed by the County of Passaic, said death benefit to be increased to Twelve Thousand (\$12,000) Dollars providing the Employee has enough accumulated sick time the paying for half of it would raise it to Twelve Thousand (\$12,000) Dollars. If not, it will be paid proportionately.

ARTICLE 15

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 that 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 Office. 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 (10th) 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.

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 Twenty-Five (\$25.00) Dollars per hour.

M. The PBA President shall have full time off from regular duty assignment without loss of regular compensation.

The PBA Delegate shall be excused from working on days of any meetings (State PBA, County Conference and Local PBA). In the event a meeting is scheduled on the Delegate's day off, the Delegate shall receive another day off. The Delegate shall suffer no loss of compensation because of his/her title as Delegate.

N. An office shall be provided to the PBA on Employer premises. Said office shall be for the exclusive use of the PBA.

The PBA office may be taken back by the Employer on not less than sixty (60) calendar days' notice.

O. The Employer shall have this final Agreement printed at no cost to the PBA. At least one hundred (100) copies shall be provided 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 fifty percent (50%) of the cost.

P. 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.

Q. 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.

R. Employees shall be responsible for all costs 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.

S. Effective January 1, 2004, the following assignments will be recognized within the Passaic County Sheriff's Office's specialized units. Assignment to these positions will

be based on criteria established through policy at the Sheriff's discretion.

Commander
Detective, 3rd Grade/Corrections Specialist
Detective, 2nd Grade
Detective, 1st Grade

Although the actual duties and responsibilities of these assignments will be investigative in nature, the Sheriff, or his designee, will assign duties in accordance with the needs of the Department.

ARTICLE 16

CEREMONIAL ACTIVITIES

Whenever an sworn law enforcement Officer, as defined by N.J.S.A. 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 (two (2) from Courthouse, two (2) from Patrol and two (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 17

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 N.J.S.A. 40A:14-147.

ARTICLE 18

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, 2007 and shall remain in full force and effect until December 31, 2014 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 18th day of December, 2013.

FOR THE COUNTY OF PASSAIC:

FOR PBA LOCAL NO. 197:


Richard Berdnik
Sheriff, Passaic County


PBA Local 197 President


Anthony DeNova
County Administrator


State Delegate

BASE ANNUAL SALARIES

Step	Effective 01/01/2007	Effective 07/01/2007	Effective 01/01/2008	Effective 01/01/2009	Effective 01/01/2010	Effective 01/01/2011	Effective 01/01/2012	Effective 01/01/2013	Effective 01/01/2014
1	\$32,138	\$32,620	\$33,517	\$34,439	\$35,386	\$36,359	\$36,995	\$37,643	\$38,301
2	\$37,333	\$37,893	\$38,935	\$40,005	\$41,106	\$42,236	\$42,975	\$43,727	\$44,492
3	\$47,440	\$48,152	\$49,476	\$50,836	\$52,234	\$53,671	\$54,610	\$55,566	\$56,538
4	\$55,679	\$56,514	\$58,068	\$59,665	\$61,306	\$62,992	\$64,094	\$65,216	\$66,357
5	\$61,469	\$62,391	\$64,107	\$65,870	\$67,682	\$69,543	\$70,760	\$71,998	\$73,258
6	\$67,258	\$68,267	\$70,144	\$72,073	\$74,055	\$76,092	\$77,423	\$78,778	\$80,157
7	\$80,762	\$81,973	\$84,227	\$86,543	\$88,923	\$91,369	\$92,968	\$94,595	\$96,250