

OFFICER CONTRACT

75-4

P.B.A. Local 197



HARRY C. GROMB, PRESIDENT

JANUARY 1, 1997 THROUGH DECEMBER 31, 2002

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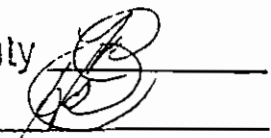
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* Section Numbers

For The County

For The PBA

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1. WITNESSETH

Whereas the County of Passaic does recognize the Patrolmen's Benevolent Association, Local # 197, as the exclusive representative for the purpose of collective negotiations with respect to wages, hours of work, and other terms and conditions of employment for sheriff's and correctional 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, 1997, and shall remain in full force and effect until December 31, 2002, 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--including increments, clothing maintenance/allowance, etc...

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.

3. GRIEVANCE PROCEDURE

A grievance shall be any difference of opinion, controversy, or dispute arising between the parties (PBA 197 & 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, either verbally or in written form, to the employee's immediate shift commander

For The County

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within five (5) days of its occurrence. The shift commander shall then attempt to adjust the matter and shall respond verbally to the employee within five (5) 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 five (5) days after the shift commander's response is received or due. The division head shall then respond in writing to the PBA representative within five (5) working days.

C. If the grievance still remains unsettled, it shall be presented in writing by the PBA representative to the Sheriff within five (5) days after response of the division head is received or due. The Sheriff or his designated representative shall respond verbally or in writing to the PBA representative within ten (10) working days.

D. If the grievance is still unresolved within ten (10) days after written notice is received or due from the Sheriff, either party (PBA 197 or The County of Passaic) may request arbitration of the grievance, pursuant to PERC rules and regulations (19:12-5.1). The cost for arbitration shall be borne equally by the County of Passaic and the PBA.

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; 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.

5. Workweek--Hours of Work

A. All employees employed in the continuous operation of the Corrections & Patrol Units shall have a workweek, inclusive of week-ends, consisting of four (4) consecutive days on and two (2) consecutive days off.

For The County

For The PBA

The basic hours of work for 4 & 2 employees shall be from 7:00 AM to 3:00 PM, 3:00 PM to 11:00PM, and 11:00 PM to 7:00 AM. All 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 5 & 2 employees shall be from 8:00 AM to 4:00 PM. All 5 & 2 employees shall be allowed one (1) thirty - (30) minute lunch period.

B. For those employees assigned to the courthouse, the basic workweek shall consist of Monday through Friday from 8:15 AM to 4:15 PM, inclusive of a one (1) hour lunch period.

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

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

6. Overtime Payment

A. For correctional, courthouse and patrol officers, time and one-half 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) hour work shift or both 4 & 2 and 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 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, s/he shall be paid time and one-half for

For The County

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the time spent in court.

7. Salaries/Compensation

Effective on the following dates, all employees covered by this Agreement shall receive the following increases to the base salary :

Effective January 1, 1997 - 4% increase to the base salary.

Effective January 1, 1998 - 0% increase for those with a base salary of \$65,000. or more.
2% increase for those with a base salary of \$64,999. or less.

Effective January 1, 1999 - 3% increase to the base salary.
Effective January 1, 2000 - 3% increase to the base salary.
Effective January 1, 2001 - 3% increase to the base salary.
Effective January 1, 2002 - 3% increase to the base salary.

Courthouse Officers	1/1/97	1/1/98	1/1/99	1/1/00	1/1/01	1/1/02
Step 1	22,000	22,440	23,113	23,806	24,520	25,256
Step 2	25,756	26,271	27,059	27,871	28,707	29,568
Step 3	33,064	33,725	34,737	35,779	36,852	37,958
Step 4	38,845	39,622	40,811	42,035	43,296	44,595
Step 5	42,480	43,330	44,630	45,969	47,348	48,768
Step 6	46,107	47,029	48,440	49,893	51,390	52,932
Step 7	49,741	50,736	52,258	53,826	55,441	57,104
Step 8	54,524	55,614	57,283	59,001	60,771	62,594

Corrections & Patrol Officers	1/1/97	1/1/98	1/1/99	1/1/00	1/1/01	1/1/02
Step 1	22,000	22,440	23,113	23,806	24,520	25,256
Step 2	25,756	26,271	27,059	27,871	28,707	29,568
Step 3	33,066	33,727	34,739	35,781	36,854	37,960
Step 4	39,024	39,804	40,998	42,228	43,495	44,800
Step 5	43,211	44,075	45,397	46,759	48,162	49,607
Step 6	47,397	48,345	49,795	51,289	52,828	54,413
Step 7	57,162	58,305	60,054	61,856	63,712	65,623

All E.M.T.'s will be paid an additional \$1,000 per year incorporated in the base salary. This additional \$1,000. will cease immediately if the employee fails recertification

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

For The County

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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.

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 10% 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 1/1/00, the current night differential paid to employees working the 11:00pm to 7:00am shift, will decrease to 5% for all new employees hired after 1/1/00.

10. Uniform Allowance, Court Papers and Sequestered Jury Service

A. Uniform Allowance

Such allowance is for the purpose of purchasing and maintaining work clothing. It is to be paid in one (1) installment on or about January 1, but no later than January 30, 1997. However as of January 1, 1998, the amounts listed below will be incorporated in the base pay yearly, in equal installments.

For The County

For The PBA

	Officers
January 1, 1997-----	\$1,275.
January 1, 1998-----	\$1,275.
January 1, 1999-----	\$1,275.
January 1, 2000-----	\$1,325.
January 1, 2001-----	\$1,375.
January 1, 2002-----	\$1,425.

It is also duly noted that any change in the uniform of the day shall open negotiations for an increase to this amount if the County of Passaic does not provide for the equipment that was changed.

B. Service of Court Papers

1. Serving Papers

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

2. Mileage

All members of the bargaining unit who utilize their vehicles for county business on a regular basis will be reimbursed at a rate of .25 per mile.

C. Sequestered Jury Service

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

1. Except for the employee designated as nightman, provided the employee has been on duty during the regular workday, s/he shall be paid overtime at a rate of time and one-half only for all hours worked on sequestered jury duty beyond the regular workday.

2. If the employee has not been on duty during the regular workday, service with the sequestered jury shall be considered his/her basic workday and shall be paid in accordance with the established rate.

3. The employee designated as nightman shall be paid overtime at the rate of time and one-half for all hours worked beyond his/her basic workday.

11. Vacation, Sick, Personal and Death Leaves

For The County

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A. Vacation Leave

Provided vacation requests are submitted by Jan. 15th each year, such requests will be granted on the basis of seniority of service within each division (patrol, corrections, courthouse) of the Passaic County Sheriff's Department. If an employee requests time off on a holiday, and it is granted, no additional time off will be granted for being on vacation, etc.. on a holiday.

Vacation time shall be granted as follows:

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 (1) 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.

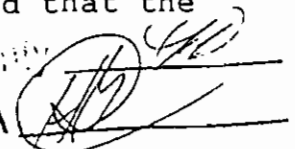
2. After an employee has used ten (10) or more sick days in any calendar year, the Employer shall have the right to demand that the employee furnish a doctor's note to the effect that the employee was, in fact, ill.

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

For The County
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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 employees'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 \$15,000.

12. Holiday Compensation

A. The following days are recognized paid holidays:

- 1/2 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
- 1/2 Day Christmas Eve
- Christmas Day

B. Those employees having a 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. Those employees having a 5 & 2 workweek as defined herein shall

For The County

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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.

C. In the event that B1 or B2 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.

13. Criminal/Civil Actions

A. Legal defense of officers

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

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

- 1) required transcripts
- 2) required expert fees
- 3) 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.

14. Payment for Education/Continuing Education

A. The county represents that time off without penalty shall be granted to those employees enrolled in approved law enforcement related training courses, subject to the needs of the employer.

For The County

For The PBA

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

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

Associate Degree--\$200.00

Bachelor Degree---\$400.00

Only one degree is payable at a time.

15. Medical Benefits

A. The employer will continue to provide and pay for medical hospitalization, and major medical insurance coverage (presently IDA)

Deductable amounts are as follows :

\$200.00 deductible per person

\$400.00 deductible per family.

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

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

B. Dental Coverage

(see attached)

C. Pre-Paid Prescription Plan

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

For The County

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Jersey guidelines. As of January 1, 1997, these benefits are two-third of your pay per week; the maximum benefit is \$ 350.00 per week for a maximum period of twenty-six (26) weeks. There are no extensions. After twelve weeks the employee is responsible for paying the monthly premiums listed below :

	Single	H/W	Family	P/C
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--(Flagship)-	\$ 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.

E. Life Insurance

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

16. Miscellaneous

A. The employer shall not change or supplement this Agreement without first having notified and discussed the impasse of such modifications, changes or supplement with PBA officer representatives.

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.

For The County 
 For The PBA 

C. Except as 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, s/he shall suffer no loss of pay provided a written request is submitted for approval prior to the event.

G. Employee seniority shall be based upon length of continuous, permanent service in the Passaic County Sheriff's Department. Elapsed time on leave without pay shall be deducted therefrom. All appropriate Civil Service laws, rules and regulations shall apply.

H. The Employer agrees to deduct the PBA's monthly membership dues from the pay of those employees who authorize such deductions in writing, pursuant to N. J. S. A. 52:15-15.9e. The amounts so deducted shall be remitted to the PBA by the tenth day of the succeeding month after which deductions are made, together with a list of names of the employees whom deductions are made.

I. As of the effective date of this agreement, any permanent employee in the bargaining unit who does not join the Union within thirty (30) days of initial employment, and

For The County _____
For The PBA _____

any permanent employee previously employed within the unit who does not join within the ten (10) day reentry 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:

1. employee's birth certificate;
2. birth certificate of the employee's spouse;
3. marriage certificate;
4. divorce papers, if applicable;
5. 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 & prescription coverage & 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 hundredtwenty (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 25 years of service or more. For those members who retire with less than 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.

For The County

For The PBA

K. "ON-DUTY" STATUS

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

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


- L. The County of Passaic will continue the practice, that, where work projects are conducted on county roads & 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 thru the County payroll at a rate as may be mutually agreed upon but not less than \$25.00 per hour.

PERIOD OF AGREEMENT

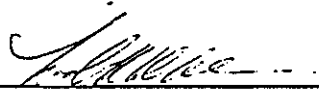
This Agreement shall become effective & retroactive to January 1, 1997 and shall remain in full force and effect until December 31, 2002 or until a successor Agreement is negotiated and executed, whichever shall last occur.

In Witness whereof, the parties hereto have caused these presents to be signed by their proper Officials and duly considered Officials, this _____ th day of _____, 1997.

FOR THE COUNTY OF PASSAIC:

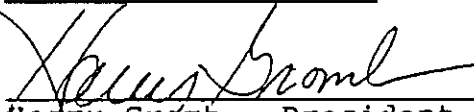


Ed Engelhardt
Sheriff



Nicola R. Di Donna
County Administrator

FOR PBA LOCAL # 197



Harry Gromb - President
PBA Local # 197