

STORAGE

THIS BOOK DOES NOT CIRCULATE

1976-1977

AGREEMENT

Agreement made July 23, 1976, between County of Passaic, hereinafter referred to as "Employer", and Passaic County Patrolmen's Benevolent Association, Local No. 197, hereinafter referred to as the "Union", for and on behalf of Sheriff's Officers now or hereafter employed by Employer in the Passaic County Jail.

PREAMBLE

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

1.0 MANAGEMENT RIGHTS

1.1 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, and to suspend, demote, discharge or take other disciplinary action against employees, (c) relieve employees from duties because of the lack of work or for other legitimate reasons, (d) maintain the efficiency of the Government operations entrusted to them, (e) determine the methods, means and personnel by which such operations are to be conducted and (f) take whatever action may be necessary to carry out the mission of the agency in situations of emergency, (g) take disciplinary action when an employee fails to comply with reasonable management

2.0

WORKWEEK

2.1 All employees covered by this Agreement having titles as set forth in Schedule A employed in the continuous operation of the Passaic County Jail shall have a workweek inclusive of weekends, consisting of four (4) consecutive days on and two (2) consecutive days off.

2.2 Jail Officer, as a condition of employment, must be available to work any and all shifts as needed to maintain the efficient operation of the Jail.

3.0

HOURS OF WORK

3.1 The basic hours of work for those employees within the continuous operation on a four (4) days on and two (2) days off workweek shall be from 7:00 A.M. to 3:00 P.M., 3:00 P.M. to 11:00 P.M. and 11:00 P.M. to 7:00 A.M. Each employee shall be entitled to a lunch period at a time period to be approved in advance by the Employer, but such lunch period must be taken on the premises in locations specified by the Employer, and with such supervisory duties as the Employer may designate.

3.2 Notwithstanding the aforementioned hours, an employee in the continuous operation shall not leave his assigned post until properly relieved by his replacement.

3.3 If an employee is more than thirty (30) minutes late in reporting, the Warden or his designee may send the employee home for the balance of that working day, in which event he shall not receive any pay for that day.

3.4 It is understood that in order to meet the demands of work, and if Employer requires, employees shall work in excess of the hours of work designated as the normal workday/week for their class title. Any employee who is required to work beyond

3.5 Time and one-half the employee's regular rate of pay shall be paid in 15-minute segments after such employee shall have worked ten (10) minutes beyond the normal 8-hour work shift, provided that such employee reported for work on his original shift on time and, further, provided that said employee worked the full shift.

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

3.7 Whenever a Jail Officer is required to appear in court for a job-related incident, at times other than his regular duty hours, he shall be paid straight time for the time spent in court.

#### 4.0 COMPENSATION

4.1 Effective January 1, 1976 all employees covered by this agreement shall be paid in accordance with Level 18 as set forth in Schedule B annexed hereto and made a part hereof subject to corrections of said Appendix for subsequently discovered errors.

4.2 Effective January 1, 1977 all employees covered by this Agreement shall be paid in accordance with Level 19 as set forth in Schedule C annexed hereto and made a part hereof subject to corrections of said Appendix for subsequently discovered errors.

4.3 During the term of this Agreement increments to which the employees may be entitled shall be awarded as follows:

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

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

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

2% of base pay after 7 years service  
4% of base pay after 10 years service  
6% of base pay after 15 years service  
8% of base pay after 20 years service  
10% of base pay after 25 years service

4.5 Employees working on shifts whose working hours fall between 3:00 P.M. and 11:00 P.M. or 11:00 P.M. and 7:00 A.M. shall receive, in addition to their regular pay, an additional 10% of their regular hourly rate computed from the pay scale set forth in Schedule B (modified by longevity pay set forth in 4.4 above).

5.0 PAY FOR TIME NOT WORKED

5.1.1 Vacations with pay shall be granted to employees who have completed the probationary period as follows:

Completion of 1 - 5 years -- 12 working days vacation during each year of service

Completion of 6 - 10 years -- 15 working days vacation during each year of service

Completion of 11 - 15 years -- 18 working days vacation during each year of service

Completion of 16 - 20 years -- 20 working days vacation during each year of service

Completion of 20 years and over -- 22 working days vacation during each year of service

5.1.2 Employees with less than one year of employment shall accrue vacation pay at the rate of one day per month for each complete month of employment providing that the employee has completed the probationary period.

5.1.3 Employees entitled to vacation shall make their vacation time off request to the Warden or his designee not later

5.2.1 Every employee covered by this Agreement shall earn payment for absence due to illness at the rate of fifteen (15) days per year, which shall accumulate at the rate of 1.25 days per month.

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

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

5.2.4 After an employee has used five (5) continuous sick days, the Employer shall have the right to demand that the employee furnish a note from his doctor that employee was in fact ill.

5.3 Every employee covered by this Agreement shall be allowed a maximum of three (3) days personal leave per year with pay, provided that the Warden or his designee be notified of such leave at least three (3) days in advance thereof, except in emergency situations. Approval by the Warden or his designee of such leave request shall not be unreasonably withheld. Such personal leave shall not be cumulative from year to year.

5.4.1 Every employee covered by this Agreement shall be allowed one (1) day per year death leave for use in the event of death in the immediate family of the employee.

5.4.2 The immediate family, for the purpose of this section, is defined as the employee's children, parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law or a member of the immediate household of the employee.

5.4.3 Every employee shall be allowed one (1) additional day per year for use in the event of death of the employee's husband, wife, son or daughter.

5.4.4 Death leave shall not be cumulative from year to

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

½ day New Year's Eve	Labor Day
New Year's Day	Columbus Day
Washington's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day and day after
Memorial Day	½ day Christmas Eve
Independence Day	Christmas Day

5.5.2 Martin Luther King's Birthday shall be granted to the employees as a holiday provided it is so designated by the State of New Jersey as a legal holiday.

5.5.3 All employees having a four (4) and two (2) workweek, as defined herein, shall, whenever their regularly scheduled workday falls on a recognized holiday, be paid at the rate of time and one-half his base pay. However, any employee required to work on a recognized holiday which is not one of his regulary scheduled workdays, shall be paid at the rate of two times his base pay.

5.5.4 If the employee scheduled to work on a holiday calls in sick, the employee shall be charged a sick day and, upon return to work, shall be required to provide a doctor's certificate satisfactory to the Warden or his designee indicating reason for such absence. Said employee shall not receive any additional compensation for said day.

5.5.5 All employees having a four (4) and two (2) workweek, as defined herein, whose regularly scheduled day off falls on a recognized holiday, shall not be entitled to any additional compensation or additional time off for that day.

5.5.6 If an employee working on a holiday as defined herein, has been absent either before or after the holiday for a period of one (1) day or more, he shall be required to provide a doctor's certificate satisfactory to the Warden or his designee indicating the reason for such absence. In the event any such certificate

6.0

NON-CASH BENEFITS

6.1 The Employer will provide medical, hospitalization, major medical insurance coverage and life insurance in the amount of \$4,000 for each employee covered by this Agreement as such coverage is presently in effect.

6.2 All employees covered by this Agreement shall receive initial issue of clothing consisting of:

four (4) pair lightweight trousers (skirts)  
six (6) winter shirts  
six (6) summer shirts  
one (1) coat or jacket

6.2.1 Future clothing allowance shall be replacement of worn or abnormally damaged uniforms as needed.

6.3 Permanently appointed Jail Officers shall receive formal Correction Officer training at an appropriate training facility at the expense of the County.

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

6.5 To enhance the employee's promotional opportunities to the benefit of both the public employer and the employee, the Employer encourages all employees to avail themselves of Correction Officer related career training offered by area institutions.

6.5.1 The Warden shall make available to all employees notice of current Correction Officer related courses being offered and available.

6.5.2 The County represents that, upon request, time off without penalty shall be granted as necessary to those employees enrolled in approved Correction Officer related training courses,

7.0 MISCELLANEOUS BENEFITS

7.1 All employees shall, upon retirement, receive payment for accumulated sick time in accordance with rules promulgated by the Board of Freeholders. These benefits are 50% of the accumulated sick time subject to a maximum amount of \$12,000.

7.2 The Employer agrees to deduct the Union's monthly membership dues from the pay of those employees who have authorized such deductions in writing, pursuant to N.J.S.A. 52:15-15.9E. The amounts so deducted shall be remitted to the Union, together with a list of all the names of the employees for whom the deductions are made, by the 10th day of the succeeding month after which such deductions are made.

7.3 Employee seniority shall be based upon the length of continuous permanent service at the Jail. Elapsed time on leave without pay shall be deducted therefrom.

8.0 GRIEVANCE PROCEDURES

8.1 A grievance shall be any difference of opinion controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of any provision of this Agreement. The Employer and the Union mutually agree to the following grievance steps:

8.2 The employee shall present the grievance, either verbally or in written form, to the employee's immediate Shift Commander 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.

8.3 If the grievance has not been settled, it shall be presented in writing by a Union Representative to the Warden or his designee within five (5) days after the Shift Commander's re-



8.4 If the grievance still remains unsettled, it shall be presented in writing by the Union Representative to the Sheriff within five (5) days after the response of the Warden or his designee is received or due. The Sheriff shall respond in writing to the Union Representative within ten (10) working days.

8.5 If the grievance is still unresolved within ten (10) days after written notice is received from the Sheriff, either party may request arbitration of the grievance pursuant to PERC Rules and Regulations 19:12-5.1.

8.6 Costs for arbitration shall be borne equally by the County and the Union.

9.0 MISCELLANEOUS PROVISIONS

9.1 Pursuant to N.J.S.A. neither the Union nor the employees or Employer shall instigate, promote, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, lock-out or any other intentional interruption of work.

9.2 In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

9.3 The Employer shall not change or supplement this Agreement without first having notified the Union Representative and discussed the impasse of such modification, change or supplement.

9.4 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision of the court, whereupon the parties agree to immediately negotiate a substitute for the

10.0            RETENTION OF EXISTING BENEFITS

10.1            Except as otherwise provided herein, all benefits which Jail Officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the COUNTY during the term of this agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all jail officers except as otherwise expressly provided herein.

10.2            The County agrees that it shall not discriminate against any Jail Officer with respect to hours, wages or any other terms of or conditions of employment by reason of his or her membership in New Jersey State Patrolmen's Benevolent Association Local No. 197 and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the County or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms and conditions of employment.

11.0            PERIOD OF AGREEMENT

11.1            This Agreement shall become effective retroactive to January 1, 1976 and shall remain in full force and effect until December 31, 1977, or until a successor Agreement is negotiated and executed, whichever shall last occur.

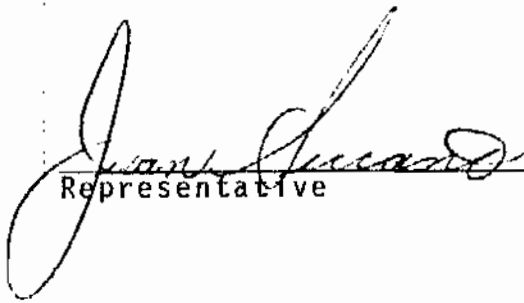
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officials and duly considered officials this 23<sup>rd</sup> day of July, 1976.

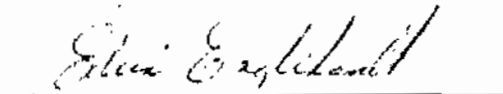
FOR PASSAIC COUNTY  
COURT ATTENDANTS P.B.A. 197

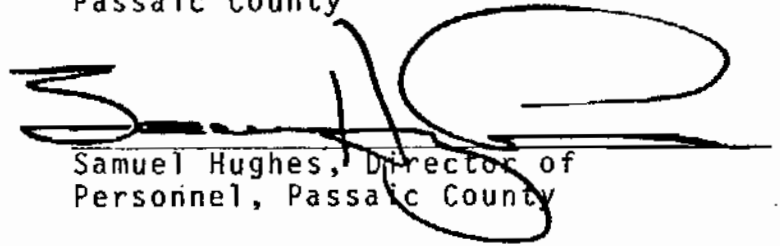
FOR THE EMPLOYER:

James Robison  
James Robison, President  
Patrolmen's Benevolent Ass'n,  
Local 197

Edward G. O'Byrne  
Edward G. O'Byrne, Director  
Passaic County Board of Chosen  
Freeholders

  
Representative

  
Edwin Englehardt, Sheriff  
Passaic County

  
Samuel Hughes, Director of  
Personnel, Passaic County

SCHEDULE "A"

INCLUDED TITLES

Sheriff's Officer-Jail

EXCLUDED TITLES

Sergeants, Lieutenants, Captains,  
Cook, Baker, Nurse, Craft and  
Clerical employees and Supervisors  
within the meaning of the Act.

SCHEDULE "B"

1976 Salary Level revised to include six (6%) percent to \$11,000 and \$660 thereafter.

STEPS

<u>Level</u>	<u>Incre.</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
18	527	10,546	11,073	11,600	12,101*	12,598**	13,095**	13,592**
	501*							
	497**							

SCHEDULE "C"

1977 Salary Level revised

STEPS

<u>Level</u>	<u>Incre.</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
19	554	11,073	11,627	12,153*	12,676**	13,199**	13,722**	14,245**
	526*							
	523**							