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Passaic

AGREEMENT

Between

THE COUNTY OF PASSAIC AND THE SHERIFF'S OFFICERS - JAIL
NEW JERSEY CIVIL SERVICE ASSOCIATION, COUNCIL #3

THIS AGREEMENT entered into between the County of Passaic, public employer, with offices in Paterson, New Jersey, hereinafter referred to as the County, and the N.J.C.S.A., Council #3, Passaic County, hereinafter referred to as Council #3.

WITNESSETH:

WHEREAS, the County has recognized Council #3 as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment for all Sheriff's Officers employed by Passaic County at the Passaic County Jail;

NOW, THEREFORE, the County and Council #3 mutually agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to memorialize and to set forth herein the basic agreement covering the terms and conditions of employment to be observed between the parties hereto in order to foster good employer-employee relations.

ARTICLE II RECOGNITION

The County recognizes Council #3 as the exclusive representative to all Sheriff's Officers, hereinafter referred to as

January 1, 1974 - December 31, 1975

Sheriff's Officers who are employed by Passaic County and assigned to the Passaic County Jail, for the purpose of collective bargaining and determination of grievances, pursuant to Chapter 303, L. 1968 (N.J.S.A. 34:13A-1 et seq.) with respect to salary, hours of employment and other terms and conditions of employment. Council #3 shall serve as the exclusive representative for the personnel and purposes aforesaid during the term of this agreement unless required to be changed according to the terms of Chapter 303, L. 1968 (N.J.S.A. 34:13A-1).

ARTICLE III CLOTHING ALLOWANCE

The County agrees to issue to all Sheriff's Officers employed at the Passaic County Jail the following clothing:

- 2 pair winter trousers (skirts)
- 2 pair summer trousers (skirts)
- 6 winter shirts
- 6 summer shirts
- 1 coat or jacket

Those employees who do not now have the basic issue detailed above shall be issued the balance of the clothing issue as aforesaid.

Future clothing allowance will be on a replacement basis. The County will replace any and all worn or old uniforms as needed upon receipt of the old uniform.

ARTICLE IV AUTOMOBILE ALLOWANCE

All Sheriff's Officers in the performance of their duties shall not be required to use their own private vehicles.

In the event that an employee as aforesaid elects to use his or her own private vehicle he shall be compensated at the rate of twelve (12¢) cents per mile. Employees will submit vouchers to the County to substantiate mileage.

ARTICLE V LEAVES OF ABSENCE

A. DEATH

All Sheriff's Officers shall be entitled to one (1) day death leave with pay in the event of a death in the immediate family defined as follows: the spouse, child, employee's parents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law or a member of the immediate household of the employee.

Death leave days granted shall not be cumulative from year to year.

B. PERSONAL

All Sheriff's Officers shall be entitled to a maximum of three (3) paid personal leave days per year. Such days shall not be cumulative from year to year. Except in emergency situations that arise unexpectedly, the employee shall give three (3) working days notice of intent to the responsible Supervisor. Such notice is to be received by the Warden.

C. SICK

Sick leave shall be computed as follows: during the first year of employment, the employee satisfactorily completing the probationary period, shall be granted one day per month sick leave. For those employees employed continuously for one or more years, sick leave shall be accumulated at the rate of fifteen (15) days per year. Sick leave shall be cumulative

from year to year for so long as the employee shall be continuously employed by the County. Any employee absent on sick leave for five (5) or more consecutive working days shall be required to submit a Doctor's certificate. The Employer may require proof of illness of an employee on sick leave whenever in the judgment of the Employer such requirement appears reasonable in accordance with the Civil Service Laws N.J.A.C. 4:1-17.18.

ARTICLE VI VACATION ENTITLEMENT

Those employees signatory to this Agreement, provided they have completed the probationary period, shall be entitled to vacation as follows:

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

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 prescribed probationary period.

Seniority, by rank, shall prevail in all cases for choice of vacation time. That is to say, there shall be separate seniority lists for each rank, for the purpose of vacation selections.

ARTICLE VII EMERGENCIES

A. LEGAL ASSISTANCE

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 his duties.

B. REPLACEMENT DAMAGED CLOTHING

The County shall replace any clothing damaged or destroyed as a result of an assault suffered by such employee while the employee was acting in the discharge of his assigned duties.

C. MEDICAL

The County shall insure an employee for the cost of medical, surgical or hospital services required as the result of any injuries sustained in the course of his or her employment within limits of existing surgical, medical plan now in effect.

ARTICLE VIII SENIORITY

Coincident with, and subsequent to, the adoption of this contract, the seniority rights of Sheriff's Officers shall be based upon the length of their respective prior and continuous permanent services.

In computing the length of service of Sheriff's Officers for the purpose of determining their seniority rights under this Agreement, all time hereafter during which they shall be absent from duty on leave, without pay, shall be deducted therefrom. However, a Sheriff's Officer on approved leave without pay for the purpose of furthering his education or training directly related to his employment from which he is on leave, the time so spent shall be counted as service time for computing seniority only.

ARTICLE IX PROMOTIONS

Employee grades shall be as follows: Officer and Sergeant.

All employees shall conform to Civil Service regulations in effect at the time of signing of this contract.

Employees shall be classified as permanent, and shall spend not less than three (3) years in each grade prior to being eligible for promotion.

ARTICLE X TRAINING

All newly hired Sheriff's Officers and those Sheriff's Officers having been previously appointed, shall receive formal training at an appropriate training facility at the expense of the County forthwith as such courses become available.

ARTICLE XI EDUCATIONAL ASSISTANCE PLAN

The parties agree that Educational Assistance to the covered employees is desirable and conducive to the progressive improvement of the operation at the County Jail. The parties further agree that a mutually acceptable program will be formulated to become effective the second year of this contract.

ARTICLE XII DISCIPLINARY ACTION

The employer shall have the right to discharge or discipline an employee for good and sufficient cause. Reasons for such corrective action shall be communicated to the employee at or before the time of discharge or suspension in accordance with Civil Service rules and regulations.

ARTICLE XIII GRIEVANCE ARBITRATION

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. Procedures for the resolution of such dispute or grievances shall be as follows:

STEP I - The aggrieved employee and a Council #3 representative shall bring the nature of the grievance to the attention of the officer-in-charge in writing for resolution within four (4) working days of occurrence. Written reply shall be forthcoming from the respective officer-in-charge within three (3) working days.

STEP II - If the grievance is not adjusted to the satisfaction of the parties, the written grievance shall be presented by the Council #3 representative to the Warden for resolution within three (3) working days after the written response from the officer-in-charge is due.

The Warden shall respond to Council #3 representative in writing within five (5) days.

STEP III - Should the grievance remain unsettled, the written grievance shall be presented by Council #3 representative to the Sheriff for resolution within five (5) working days after the response from the Warden is due. The Sheriff shall respond in writing within ten (10) working days.

STEP IV - If the grievance is still unresolved within ten (10) working days after written response is received from the Sheriff, either party may request arbitration pursuant to the P.E.R.C. Rules and Regulations 19:12-14.

The decision of the Arbitrator shall be binding on all parties, and the Arbitrator shall be requested to issue his

decision within thirty (30) days after the conclusion of testimony and argument. Expenses are to be borne equally by the County and the N.J.C.S.A. - Council #3.

ARTICLE XIV GRIEVANCE COMMITTEE

N.J.C.S.A. - Council #3 shall notify the Warden in writing of the names of the employees who are designated as the committee to represent employees under the grievance procedure. Upon notification to the Warden or his designee such persons may be permitted to confer freely with other representatives and employees during working hours, without loss of pay. Such time spent shall be reasonable so as not to interfere with the mission of the Jail.

ARTICLE XV SALARY

Effective January 1, 1974 Sheriff's Officers covered under this Agreement shall be as set forth in Appendix "A" attached hereto subject to corrections of said appendix for subsequently discovered errors.

During the term of this Agreement increments to which Sheriff's Officers may be entitled shall be awarded as follows:

A. All employees having an anniversary date between January 1st and June 30th shall receive the increment to which they would have been entitled on the employees anniversary date, paid retroactive to January 1st, 1974-75.

B. All employees having an anniversary date between July 1st and December 31st shall receive the increment to which they would be entitled on the employees anniversary date, paid retroactive to July 1st, 1974-75.

C. All employees at the maximum of their salary range shall receive the cost of living adjustment only.

D. The Council does agree that for the consideration as set forth in Appendix "A", the Passaic County Sheriff's Officers-Jail Guards do hereby relinquish their right to renegotiate salary for the ensuing year and do hereby agree to accept any percentage cost-of-living increase as may be struck by the Passaic County Board of Chosen Freeholders for the year 1975.

ARTICLE XVI SHIFT AND SHIFT DIFFERENTIAL

All employees working the second and third shifts or any part thereof shall receive a shift differential in the amount equal to ten (10) percent of the employees base salary for all such hours worked.

ARTICLE XVII COURT APPEARANCES AND OVERTIME

When a Sheriff's Officer is required to appear in Court for a job-related incident, other than during his regular duty hours, he shall be given compensatory time off, which shall equal the period of time spent in Court.

ARTICLE XVIII OVERTIME - EXTENDED WORKDAY - DAYS OFF

An employee who works more than eight (8) hours consecutively, he or she shall be compensated at the rate of time and one-half his basic hourly rate, for each consecutive hour worked over eight (8) hours. Where an employee is required to work on his or her scheduled days off, he shall be compensated at one and one-half times his hourly base rate for all hours worked.

ARTICLE XIX LONGEVITY PAY

Sheriff's Officers shall be entitled to longevity pay as follows:

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

ARTICLE XX HOSPITALIZATION

The County shall provide hospitalization and major medical insurance coverage for each Sheriff's Officer and his family as is now in effect. Life insurance for the employee as is presently in effect.

ARTICLE XXI WORK SCHEDULE

Sheriff's Officers assigned to the Passaic County Jail shall work four days on and two days off.

ARTICLE XXII STANDBY

The Public Agency retains the right, in accordance with applicable laws and procedures, to maintain the efficiency of the Government Operations entrusted to them and to take whatever action may be necessary to carry out the mission of the Jail, in situations of emergency.

ARTICLE XXIII CONTRACT NEGOTIATIONS

It is agreed that not later than September 1st of the year immediately preceding the expiration of this Contract, the Union will represent to the Employer with written proposals the Union's intent to negotiate on economic demands for the following contract year(s).

The parties do further agree that negotiations for the renewal of the within contract or extension of same shall commence not later than October 1st of the year immediately preceding the expiration of this Agreement.


ARTICLE XXIV DURATION OF AGREEMENT

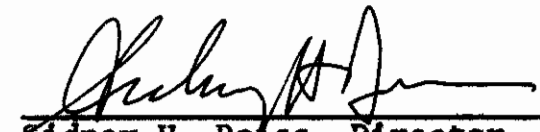
Except as modified herein, this Agreement shall become effective retroactive to January 1, 1974 and shall remain in full force and effect until December 31, 1975 or until a successor Agreement is negotiated and executed, whichever shall last occur.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and attested to this 24th day of April 1974.

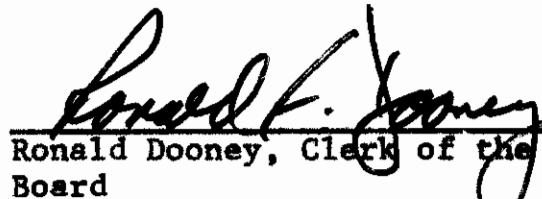
FOR N.J.C.S.A. - COUNCIL #3

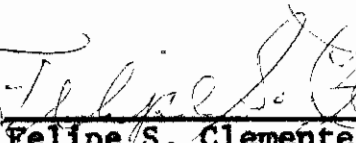
FOR THE COUNTY:


Elvia E. Taylor, President


Sidney H. Reiss, Director,
Board of Chosen Freeholders


George Davis


Ronald Dooney, Clerk of the
Board


Felipe S. Clemente


Edwin Englehardt, Sheriff


Samuel Hughes, Personnel Director

APPENDIX "A" 1974

Sheriff's Officer:

<u>Level</u>	<u>Incr</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Maximum</u>
17	474	9475	9950	10424	10898	11372	11846	12320

Sgt. Sheriff's Officer:

<u>Level</u>	<u>Incr</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Maximum</u>
18	497	9950	10447	10944	11441	11938	12435	12932