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5-3

Agreement

Between

The County of Passaic

and the

Patrolmen's Benevolent Association,
Local #197



*Representing all Correction and Sheriff's Officers
now or hereinafter employed with the
Passaic County Sheriff's Department*

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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 year(s), effective to January 1, 1992, and shall remain in full force and effect until December 31, 1993, 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 a 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 an 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 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 provisions 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 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 the response of the division head is received or due. The Sheriff shall respond 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 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 them; 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 Passaic County Jail Corrections and Patrol Units shall have a workweek, inclusive of week-ends, consisting of four (4) consecutive days on and two (2) consecutive days off.

The basic hours of work for 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 4 & 2 employees shall be allowed two (2) fifteen- (15) minute breaks and 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 9:00 AM to 4:00 PM. All 5 & 2 employees shall be allowed two (2) fifteen- (15) minute breaks and 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 8:45 AM to 4:15 PM, inclusive of a one- (1) hour lunch period. When necessary, employees of patrol and the courthouse may be placed on staggering starts and finishes.
- C. As a condition of employment, officers must be available to work any and all shifts as needed to maintain the efficient operation of the Passaic County Sheriff's Department.
- D. If an employee is more than thirty (30) minutes late in reporting, without good cause, the undersheriffs or their 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 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 for 4 & 2 personnel, and seven- (7) hour work shift for 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. For those assigned to the courthouse, those employees shall be paid overtime at the rate of time and one-half (based on a thirty-seven and one-half hour workweek) the employee's regular rate of pay whenever s/he is required to work more than seven and one-half (7 1/2) hours on a given day.
- C. 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.
- D. Whenever an officer 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 the time spent in court.



7. Salaries/Compensation

- Effective on the following dates, all officers covered by this Agreement shall receive the following increases as noted (including all givebacks – single or married deductible, cost containment program, pre-admission review, wraparound coverage for new employees, longevity change, etc.):

Effective January 1, 1992 – a six and one-half (6 1/2) % increase to all base salaries;

Effective January 1, 1993 – a six and one-half (6 1/2) % increase to all base salaries.

The new scales will look as follows:

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Courthouse Officers	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
January 1, 1992	25,787	30,296	33,137	35,960	38,973	41,629
January 1, 1993	27,463	32,265	35,285	38,297	41,315	44,335

Corrections & Patrol	Step 1	Step 2	Step 3	Step 4	Step 5
January 1, 1992	25,789	30,435	33,700	36,966	43,687
January 1, 1993	27,465	32,413	35,891	39,369	46,527

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 the County of Passaic.

9. Night/Rank Differential

Employees working on shifts whose working hours fall between 3:00 PM and 11:00 PM or 11:00 PM to 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 officers 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.

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, 1992 in the amount of \$950.00, and on or about January 1, 1993 in the amount of \$1,025.00.

It is also duly noted that any change in the uniform of the day shall open negotiations for an increase to this amount.

B. Service of Court Papers

1. Overtime

Those members of PBA 197 who serve subpoenas after the regular working hours will have five (5) hours overtime calculated 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 the 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

A. Vacation Leave

Provided vacation requests are submitted on time, 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.

Vacation time shall be granted as follows:

Completion of	Working Days Vacation Each Year
1-5 years	12
6-10 years	15
11-15 years	18
16-20 years	20
20 years +	22

It shall be duly noted that at no time shall an employee have more than one (1) year vacation time accumulated without permission from the division head.

B. Sick Leave

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. Unused sick days shall be cumulative from year to year.
2. 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 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.



D. Death Leave

Every employee covered by this Agreement shall be allowed three (3) days death leave per year 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, and sister- or brother-in-law, or a member of the employee's immediate household.

Every employee shall be allowed one (1) additional day per year in the event of death of the employee's spouse or child. Death leave shall not be cumulative from year to year.

E. Benefits Upon Retirement

Upon retirement, all employees shall receive payment for accumulated sick time. These benefits are presently fifty (50) percent of one's accumulated sick time, not to exceed \$12,000.00 (unless changed by resolution to increase this amount).

12. Holiday Compensation

A. The following days are recognized paid holidays:

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

B. Those employees having a 4 & 2 workweek shall be paid at the rate of double their base pay whenever their regularly scheduled workday falls on a recognized holiday.

Those employees having a 5 & 2 workweek as defined herein shall also 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 any of the foregoing is countermanded by the Sheriff and/or order of the courts requiring the services of courthouse 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 of or in the course of employment, of any employee covered by this Agreement.

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

C. The maximum 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 costs 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 necessary 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 of Colleges and Secondary Schools, shall be paid \$20.00 per credit.

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 Blue Cross & Blue Shield P.A.C.E. Program - see attached).

Effective February 1, 1992, the current \$100.00 deductible per person and \$200.00 deductible per family will be \$200.00 deductible per person and \$400.00 deductible per family.

In addition, anyone hired after February 1, 1992 will have the coverage stated above under the Blue Cross & Blue Shield Wraparound Program (see attached).

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 (see attached).

- B. Dental Coverage

(see attached)

C. Pre-Paid Prescription Plan

All employees covered under the 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 \$3.00 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 Jersey guidelines. As of January 1, 1992, these benefits are two-thirds of your pay per week; the maximum benefit is \$288.00 per week for a maximum period of twenty-six (26) weeks. There are no extensions. After one month *grace period*, the employee is responsible for paying the-following premiums:

1992 Prescription Plan:	single coverage – \$27.33 per month
	family and h/w – \$62.94 per month
	parent and child – \$33.15 per month
1992 Blue Cross/Blue Shield:	single coverage – \$228.44 per month
	family and h/w – \$596.87 per month
	parent and child – \$407.32 per month

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 full pay during the 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 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 a life insurance policy for each employee in the minimum amount of \$4,000.00.



16. Miscellaneous

- A. The Employer shall not change or supplement this Agreement without first having notified and discussed the impasse of such modification, change or supplement with PBA 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.
- C. Except as otherwise provided herein, all benefits which 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 regulations of this department, established for all employees of all divisions, which have been 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 requests 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 working 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 for 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 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 in the 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 shall 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 (18)

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 coverage for all retired employees in the bargaining unit.

It is noted, upon application for retirement, that the employee may not be out without a doctor's note for more than ninety (90) days prior to retirement.



The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer.



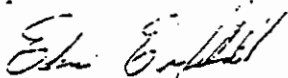
Period of Agreement

This Agreement shall become effective, retroactive to January 1, 1992 and shall remain in full force and effect until December 31, 1993, 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 6th day of Feb., 1992.

For the Employer:

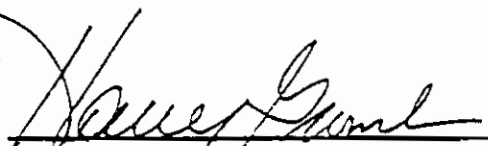
The County of Passaic



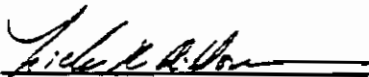
Edwin Englehardt, Sheriff

For the Employees:

P.B.A. Local #197



Harry C. Gromb, President



Nicola R. Di Donna, Administrator



Passaic County Sheriff's Dept.
P.B.A. LOCAL #197, INC.
11 MARSHALL STREET
PATERSON, NEW JERSEY 07501

881-4620

HARRY GROMB
President

THOMAS HENION
Superior Officer Representative

ADAM HEIL
Vice-President



881-4625

JOSEPH ALLEGRA
Vice-President

RODNEY LEON
State Delegate

ADDENDUM AGREEMENT / CLARIFICATION

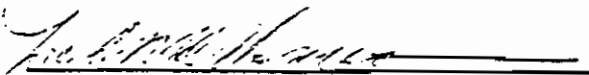
This addendum agreement to be added to the Officer & Superior Officer Agreements dated February 6, 1992 agreed upon between the County of Passaic & PBA Local # 197.

The language changes shall be as follows in both the Officers & Superior Officers Agreements :

1. Page # 3 at the top of the page # 5A where it states , " The basic hours of work for 5 & 2 employees shall be from 9:00am to 4:00pm" shall be changed to read, " The basic hours of work for 5 & 2 employees shall be from 8:00am to 4:00pm."
2. Page # 3 under section 5B where it states, " For those employees assigned to the courthouse, the basic workweek shall consist of Monday through Friday from 8:45am to 4:15pm," shall be changed to read, " For those employees assigned to the courthouse, the basic workweek shall consist of Monday through Friday from 8:15am..."
3. Page # 3 under section 5B where it states, "When necessary, employees of patrol and the courthouse may be placed on staggering starts and finishes", shall be removed from 5B, placed under 5C and shall read, "When necessary, employees may be placed on staggering starts and finishes."
4. Page # 3 under section 5A where it states in pertinent part, "(3) hour work shift for 4 & 2 personnel, and seven(7) hour work shift for 5 & 2 personnel..." shall be changed to read, "(8) hour work shift ,...."
5. Page # 3 section 6B shall be removed, as they are also covered under section 6A.

For the Employer :

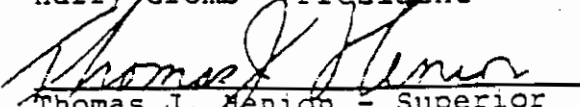
The County of Passaic


Nicola R. Di Donna
County Administrator

For the Employees :

PBA Local # 197


Harry Gromb - President


Thomas J. Henion - Superior
Officer Representative