



## Legislation Details (With Text)

**File #:** 24-1023  
**Type:** Resolution **Status:** Passed  
**File created:** 10/18/2024 **In control:** Administration and Finance  
**On agenda:** 10/22/2024 **Final action:** 10/22/2024  
**Enactment date:** 10/22/2024 **Enactment #:** R-24-922  
**Title:** RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF PASSAIC, PASSAIC COUNTY SHERIFF, AND POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 286 RANK AND FILE REPRESENTING RANK AND FILE SHERIFF'S OFFICERS PURSUANT TO N.J.S.A. 34:13A-1, ET SEQ.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. Cover Page, 2. 2024-2028 MOA County of Passaic and PBA Local No. 286 (RF) FULLY EXECUTED (002)

| Date       | Ver. | Action By  | Action | Result |
|------------|------|--|--------|--------|
| 10/22/2024 | 1    | Board of County Commissioners<br>Regular Meeting |        |        |

**RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF PASSAIC, PASSAIC COUNTY SHERIFF, AND POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 286 RANK AND FILE REPRESENTING RANK AND FILE SHERIFF'S OFFICERS PURSUANT TO N.J.S.A. 34:13A-1, ET SEQ.**

**WHEREAS**, the County of Passaic ("County") is a body politic and corporate pursuant to N.J.S.A. 40:18-1 and vested with all rights contained therein; and

**WHEREAS**, pursuant to N.J.S.A. 40:20-1, the Board of County Commissioners of the County of Passaic ("Board") is vested with managing the property, finances, and affairs of the County; and

**WHEREAS**, the Policemen's Benevolent Association Local No. 286, Rank and File ("286 R&F") is the designated bargaining unit for Rank and File sheriff's officers in the Passaic County Sheriff's Office; and

**WHEREAS**, the County, the Passaic County Sheriff and Policemen's Benevolent Association Local No. 286, Rank and File are members to a Collective Negotiations Agreement ("Agreement") that expired on December 31, 2023; and

**WHEREAS**, the County, the Passaic County Sheriff and Policemen's Benevolent Association, Local No. 286, Rank and File negotiated various amendments to the Agreement, in good faith and in compliance with N.J.S.A. 34:13A-1, et seq.; and

**WHEREAS**, the County, the Passaic County Sheriff and Policemen's Benevolent Association Local No. 286, Rank and File executed a Memorandum of Agreement ("MOA"), attached hereto and made part of

this Resolution, setting forth the terms and conditions to be amended in the Agreement; and

**WHEREAS**, in accordance with N.J.S.A. 34:13A-1, et seq., a majority of Policemen's Benevolent Association, Local No. 286 Rank and File's membership ratified the MOA; and

**WHEREAS**, this matter was discussed by the Administration and Finance Committee and is being recommended to the Board for approval; and

**NOW, THEREFORE, LET IT BE RESOLVED**, pursuant to N.J.S.A. 34:13A-1, et seq., the Board of County Commissioners of the County of Passaic ratifies the Memorandum of Agreement between the County of Passaic, Passaic County Sheriff and the Policemen's Benevolent Association Local No. 286, Rank and File representing Rank and File sheriff's officers in the Passaic County Sheriff's Office.

**LET IT BE FURTHER RESOLVED**, that the Clerk to the Board, County Counsel, County Administrator and Director of the Board are authorized to amend and execute a revised Collective Negotiations Agreement, reflecting the terms and conditions set forth in the Memorandum of Agreement.

NDA

October 22, 2024

## MEMORANDUM OF AGREEMENT

between the

**COUNTY OF PASSAIC AND PASSAIC COUNTY SHERIFF**

and

**POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 286  
RANK AND FILE**

**WHEREAS**, this Memorandum of Agreement ("MOA") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the County of Passaic (the "County") and Policemen's Benevolent Association Local No. 286, Rank and File (the "286 R&F"); and

**WHEREAS**, the County, the Sheriff and the 286 R&F have agreed to amend the terms of their current Collective Negotiations Agreement on behalf of the 286 R&F of the Sheriff's Office in Passaic County, which expired on December 31, 2023;

**NOW THEREFORE**, having bargained in good faith and with the foregoing recitals incorporated herein by reference, the County, the Sheriff and the 286 R&F hereby agree as follows:

### **1. Period of Agreement**

This Agreement shall become effective on January 1, 2024 and shall remain in full force and effect until December 31, 2028 or until a successor agreement is negotiated and executed, whichever shall last occur.

The County, the Sheriff and the 286 R&F agree to commence begin negotiating a successor Agreement by no later than July 1, 2028 and schedule no less than six (6) negotiation sessions prior to December 31, 2028. The parties shall confirm the six (6) sessions at least 90-days prior to July 1, 2028. If, after six (6) sessions where the parties bargain in good faith no successor Agreement is reached, the County shall award all salary step increases that may be entitled pursuant to Article \_\_, Salaries. If the Union fails to participate in six (6) negotiations sessions by December 31, 2028, all salary step increases shall be frozen until a successor Agreement is reached. If the County and/or Sheriff cancels a meeting it shall be considered to have taken place as one of the required six (6) meetings.

### **2. Tentatively Agreed To Proposals – 1/17/24**

The County, the Sheriff and the 286 R&F hereby incorporate the attached tentative agreements, ie. Modified County Proposal No. 7; Modified Union Proposal No. 1; Modified Union Proposal No. 2; Modified Union Proposal No. 3; Modified Union Proposal No. 7;

**3. Tentatively Agreed To Proposals – 1/11/24**

The parties agreed to mirror the Holiday language from Local 286A

**4. Tentatively Agreed To Proposals – 10/9/24**

The County, the Sheriff and the 286 R&F hereby incorporate the attached tentative agreements ie. county Proposal No.: 3; No.: 5, No.: 6; Modified County Proposal No. 8

**5. Salary**

The County, Sheriff, and Union agree to the Salary Guide attached hereto as Exhibit A.

A. Salary in 2024.

Effective upon ratification of the Agreement, all employees shall move one (1) step on the Salary Guide to the closest and nearest step to his/her salary that results in a salary increase. There shall be no retroactive payment of salaries owed in Calendar Year 2024.

B. Salary in 2025.

Effective July 1, 2025<sup>1</sup>, all employees shall move one (1) step on the Salary Guide to the closest and nearest step to his/her salary that results in a salary increase.

C. Salary in 2026.

Effective July 1, 2026, all employees shall move one (1) step on the Salary Guide to the closest and nearest step to his/her salary that results in a salary increase.

D. Salary in 2027.

No employees in the Union shall receive step movement or general wage increases in Calendar Year 2027.

E. Salary in 2028.

Effective July 1, 2028, all employees shall move one (1) step on the Salary Guide to the closest and nearest step to his/her salary that results in a salary increase.

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<sup>1</sup> The Parties expressly agree that Article 8 (A) and Article 8 (B) related to anniversary dates shall be stricken from the Agreement, and all step movement as set forth herein shall occur on July 1<sup>st</sup> of each calendar year.

**Acknowledgement of Ratification and Incorporation**

The Parties agree to recommend these terms and conditions to their respective constituents for ratification. All issues agreed upon shall be incorporated into the new collective negotiations agreement. All issues previously not agreed to and not mentioned herein are withdrawn. All other language in the expired Agreement shall continue in the new contract and remain status quo.

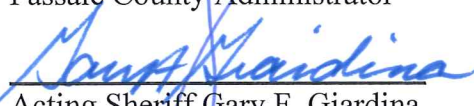
In witness whereof, the Parties have executed this MOA as of the day and year first written above.

**Attest:**



Matthew P. Jordan, Esq.  
Passaic County Administrator

10-9-24  
Date



Acting Sheriff Gary F. Giardina  
Passaic County Sheriff

10/16/24  
Date

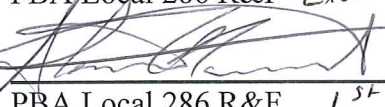
**Attest**

  
PBA Local 286 R&F President

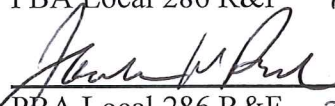
10/09/2024  
Date

  
PBA Local 286 R&F Executive Vice President

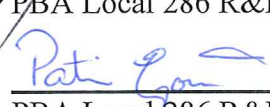
10/8/24  
Date

  
PBA Local 286 R&F 1<sup>st</sup> Vice President


10/09/24  
Date

  
PBA Local 286 R&F 2<sup>nd</sup> Vice President

10/09/24  
Date

  
PBA Local 286 R&F State Delegate

10/9/24  
Date

  
PBA Local 286 R&F Chairman Negotiation Committee

10/10/24  
Date

**SCHEDULE A**

**2024**

|         |           |
|---------|-----------|
| Step 1  | \$38,301  |
| Step 2  | \$41,397  |
| Step 3  | \$46,420  |
| Step 4  | \$52,443  |
| Step 5  | \$58,807  |
| Step 6  | \$67,020  |
| Step 7  | \$73,990  |
| Step 8  | \$81,359  |
| Step 9  | \$90,132  |
| Step 10 | \$108,393 |
| Step 11 | \$110,782 |

**2025-2028**

|         |           |
|---------|-----------|
| Step 1  | \$47,443  |
| Step 2  | \$53,807  |
| Step 3  | \$62,020  |
| Step 4  | \$68,990  |
| Step 5  | \$76,359  |
| Step 6  | \$85,132  |
| Step 7  | \$90,540  |
| Step 8  | \$95,947  |
| Step 9  | \$103,393 |
| Step 10 | \$110,782 |
| Step 11 | \$114,921 |
| Step 12 | \$118,612 |
| Step 13 | \$128,012 |

MODIFIED COUNTY PROPOSAL NO. 7

ARTICLE 13 – LEGAL DEFENSE OF OFFICERS CRIMINAL/CIVIL ACTIONS

**Current Language:**

- A. The County 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 judgments 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 as follows:

|                                 |                |
|---------------------------------|----------------|
| Non-indictable criminal offense | \$120/per hour |
| Defense in civil matters        | \$120/per hour |
| Defense in criminal matters     | \$120/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.

**Proposed Language:**

- ~~A. The County 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 judgments 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 as follows:

|  |                           |
|--|---------------------------|
| <del>Non-indictable criminal offense</del> | <del>\$120/per hour</del> |
| <del>Defense in civil matters</del>        | <del>\$120/per hour</del> |
| <del>Defense in criminal matters</del>     | <del>\$120/per hour</del> |~~

~~Plus, the following disbursement:~~

TENTATIVELY AGREED-TO PROPOSALS – 1/17/24

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.

Replace with the following language:

Indemnification and Representation Policy:

1. Covered Employees.

The County recognizes the value and importance of having its employees diligently and faithfully execute their respective duties for the benefit of the County and its residents. Therefore, to further the objectives of the County, and in accordance with applicable law, it is the policy of the County to indemnify and defend its officers and employees against legal action brought against them in connection with their official duties and responsibilities to the maximum extent provided by law, pursuant to the procedures as set forth in Article 13. Legal Defense of Officers Criminal/Civil Actions.

2. Mandatory Indemnification.

a. Obligation to Indemnify.

The County recognizes that it may be required by law to indemnify and defend certain employees against criminal and civil actions brought against them in the course of their duties. In cases in which the County is required by law to provide such indemnification and defense, the following principles shall apply.

b. Procedures.

Any employee seeking indemnification and/or legal defense from the County under the terms of any constitutional provision, statute, regulation, or other applicable law requiring same shall promptly make a written request for legal representation to the Passaic County Counsel through his or her chain command. The written request shall include the following information: (1) the name of the officer seeking legal representation and indemnification; (2) the employee's current assignment; and (3) copies of any pleadings, complaints, subpoenas, or other legal documents or process issued to the employee requesting indemnification.



c. Investigation, Indemnification and Representation by the County, the Sheriff and/or the Passaic County Board of County Commissioners.

Upon receiving a written request for indemnification and representation, County Counsel acting on behalf of the County, the Sheriff and/or the Board of County Commissioners shall determine whether to (1) grant the request for indemnification and/or a defense in its entirety; (2) deny the request for indemnification and/or a defense in its entirety; or (3) grant or deny the request for indemnification and/or a defense in part and reserve the County's rights as to the balance of the request, to the extent appropriate. In circumstances where County Counsel has granted a defense and request for indemnification, same may be revoked if the employee refuses or otherwise conducts him or herself in a manner uncooperative in his or her own defense.

If the County, the Sheriff and/or the Board of County Commissioners refuse to provide for the defense of an employee, the employee or former employee shall be entitled to indemnification if he or she establishes that the act or omission upon which the claim or judgment was based occurred within the scope of their employment as an employee of the County, and the County, the Sheriff and/or the Board of County Commissioners fail to establish that they acted or failed to act because of actual fraud, actual malice or willful misconduct.

If the employee establishes that he or she was entitled to a defense under the provisions of this Agreement or New Jersey law, the County, the Sheriff and/or the Board of County Commissioners shall pay or reimburse the employee for any bona fide settlement agreements entered into by the employee, and shall pay or reimburse the employee for all costs of defending the action, including reasonable counsel fees and expenses, together with costs of appeal, if any.

Nothing in this Article requires the County, the Sheriff and/or the Board of County Commissioners to pay for punitive or exemplary damages or damages resulting from the commission of a crime. The County, Sheriff, and/or Board of County Commissioners may indemnify an employee for exemplary or punitive damages resulting from the employee's civil violation of State or Federal law if, in the opinion of County Counsel, the acts committed by the employee upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct, or an intentional wrong.

A claim for reimbursement shall be filed by the employee within the time and in the manner provided for claims for damage or injury under

the New Jersey Tort Claims Act, more specifically N.J.S.A. 59:8-1, et seq.

d. Choice of Counsel – Civil Matters.

In civil cases in which an employee is named as a defendant in actions for damages related to personal injury, property damage, or other civil actions, the County Counsel shall, upon determining that the case arises within the scope of the employee's employment, refer the matter to counsel selected by the Board. However, nothing in this Article shall be construed as limiting the discretion of the County Counsel to assign any case to attorney(s) employed by the County in the Office of County Counsel when the County Counsel deems it appropriate. Regardless of counsel selected, the County shall have the sole discretion to settle, compromise or otherwise dispose of any claim for which it grants indemnity and/or a defense under this Article.

e. Conflict of Interest.

In civil cases in which both the County and the employee are named defendants, and in which it is determined that the matter arose within the scope of the official duties of the employee in the manner provided herein, and the County Counsel or the attorney assigned to defend the matter reasonably believes, pursuant to the Rules of Professional Conduct as adopted by the court in which the matter is pending, that an actual or potential conflict of interest exists which warrants that the County and the employee be represented by separate counsel, the following procedures shall apply. In all cases to which this subsection applies, the County Counsel shall: (1) advise the employee that a conflict or potential conflict exists; and (2) advise the employee that the County will provide a defense by approved counsel selected by the County in accordance with the County's procedures for assigning outside counsel. In all such cases, the County shall retain the sole discretion to settle, compromise or otherwise dispose of any claim for which it grants indemnity and/or a defense under this Article, including those in which counsel is assigned pursuant to this Section.

f. Choice of Counsel – Criminal Matters.

Employees seeking statutory indemnification and defense in criminal actions or proceedings directly arising from their official duties shall be entitled to representation by an attorney designated by the County Counsel, in accordance with the County's procedures for assigning outside counsel. Employees seeking indemnification in criminal actions shall retain the option of seeking counsel of their own choosing. However, nothing in this Article shall require the County to

reimburse the employee for legal fees or expenses for representation retained outside of the procedures as set forth in this Article.

g. Reservation of Rights.

Nothing in Article 13. Legal Defense of Officers Criminal/Civil Actions shall be construed to impose any liability on the County for damages or attorney's fees incurred by an officer or employee in either of the following situations: (1) any criminal case in which the employee is found guilty of any wrongdoing; or (2) any criminal or civil case in which the employee is found to be acting outside the scope of his or her official duties for an unlawful purpose. In addition, nothing in this Article shall be construed to impose any direct liability on the County for punitive damages assessed against any employee.

3. Permissive Indemnification.

a. Policy in Favor of Indemnification.

Article 13. Legal Defense of Officers Criminal/Civil Actions shall be applicable only to civil and criminal cases which arise directly from an employee's official duties. This Article shall not apply to any situation in which an employee is subpoenaed, or otherwise requested to appear before a federal or State grand jury.

b. Procedures.

Employees seeking permissive indemnification shall adhere to the procedures as set forth in this Article.

c. Choice of Counsel.

All provisions set forth in Article XIII. Legal Defense of Officers Criminal/Civil Actions shall apply when a request is made by an employee for permissive indemnification.

d. Reservation of Rights.

In accordance with N.J.S.A. 59:10-4, nothing in Article 13. Legal Defense of Officers Criminal/Civil Actions shall be construed to impose any liability on the County for damages or attorney's fees in the following situations: (1) in any criminal case in which the employee is found guilty of any criminal charge; (2) in any criminal or civil case in which the employee is found to have acted outside the scope of his or her official duties, or for any unlawful purpose; or (3) in any criminal or civil case in which the County Counsel determines the employee

TENTATIVELY AGREED-TO PROPOSALS – 1/17/24

seeking indemnification and/or defense committed acts and/or omissions constituting actual fraud, actual malice, willful misconduct, or an intentional wrong.

  
\_\_\_\_\_

For the County:

4-30-24  
\_\_\_\_\_

Date:

  
\_\_\_\_\_

For the Union:

4/23/2024  
\_\_\_\_\_

Date:

MODIFIED UNION PROPOSAL NO. 1

ARTICLE 14 –PAYMENT FOR EDUCATION/ CONTINUING EDUCATION

**Amend as Follows:**


Amend Section B. as follows:


B. Any Employee who enrolls in and attends a course in at an accredited institution or college approved by the Middle State Association Colleges and Secondary Schools, shall be paid ~~twenty dollars (\$20.00)~~ **fifty dollars (\$50.00)** per credit, yearly.

All the aforementioned courses 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's Degree | <del>\$1,000.00</del> | <u>\$1,500.00</u> |
| Bachelor's Degree  | <del>\$1,500.00</del> | <u>\$2,500.00</u> |
| Graduate Degree    | <del>\$2,000.00</del> | <u>\$3,500.00</u> |

Only one degree is payable at a time.

  
 \_\_\_\_\_  
 For the County:  
 19-30-27  
 \_\_\_\_\_  
 Date:

  
 \_\_\_\_\_  
 For the Union:  
 4/23/2024  
 \_\_\_\_\_  
 Date:

MODIFIED UNION PROPOSAL NO. 2

ARTICLE 15-MEDICAL BENEFITS

Amend as Follows:

Insert New Section A.9.:

A.9. Survivor's Benefits

Surviving spouse and children coverage shall extend for nine (9) months after the date of death of the active employee. In the event that an employee is killed in the line of duty or dies from injuries sustained while discharging their duties, the County shall pay, without delay, the sum of ten thousand dollars (\$10,000.00) toward funeral expenses to the employee's surviving family regardless of the amounts paid for such expenses from other resources.

Modify Section E as follows:

The County will continue to provide and pay for life insurance policy for each employee in the minimum amount of ~~four~~ ~~ten~~ thousand dollars (~~\$4,000.00~~ ~~\$10,000.00~~). In the event the employee dies while employed by the County, said death benefit shall be increased to twelve thousand dollars (\$12,000.00), provided the employee has enough accumulated sick time such that paying for half (1/2) of it would raise it to twelve thousand dollars (\$12,000.00). If not, it will be paid proportionately.

If the County elects to purchase insurance as opposed to the self-insurance model, the County shall present the SOA with proof of coverage annually during the month that renewal of the policy is due. Should the County make the decision to change insurance carriers, it shall notify the SOA of its intent to do so and present the SOA with proof of coverage once the new policy is bound and secured. Under no circumstances shall the policy be secured with any insurance or indemnity company that does not hold a minimum of "A" rating.

For the County:

Date:

4-23-24

For the Union:

Date:

*Arbil Farooq*

4/23/2024

MODIFIED UNION PROPOSAL NO. 3

ARTICLE 16 – MISCELLANEOUS

Modify Section R as follows:

R. Uniforms.

1. 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 SOA 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 their uniform, including, but not limited to shirts, pants, jackets, hats, coats, buttons, badges, belts, holsters, and other leather. However, if the Sheriff orders a uniform change, then the County shall pay for said change.
2. The cost of repair/replacement of any/all damages to Class B uniforms worn by sworn officers occurring in the line of duty shall be reimbursed by the Passaic County Sheriff's Office.
3. In the event that a uniform becomes damaged and/or unserviceable in the performance of an officer's duty, the officer shall submit the following reports to his/her respective Tour Commander for approval through the chain of command for reimbursement.
  - a) A copy of the arrest or incident report describing the incident in which the uniform was rendered damaged or unserviceable.
  - b) An additional report describing the damages to the uniform and request for reimbursement.
  - c) An itemized invoice of the items repaired/replaced.
4. Tour Commanders will review all reports to ensure that the request for reimbursement meets the criteria of line of duty damage.
5. Tour Commanders will enter the approved request for reimbursement into e-requester using the officer's name as the vendor and attach the damage report and invoice to the request for final administrative approval.

MODIFIED UNION PROPOSAL NO. 7

**ARTICLE 6 – OVERTIME PAYMENT**

Amend as Section A as follows:

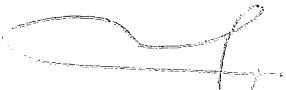
A. ~~For Courthouse and Patrol Officers~~, Time and one-half (1 ½) the Employee's regular rate of pay shall be paid in fifteen (15) minute segments after such Employee has worked ten (10) minutes beyond the normal eight (8) or twelve (12) hours work shift ~~for both four and two (4 & 2) and five and two (5 & 2) employees~~, provided that such Employee reported for work on time for his/her original shift, and further provided that said Employee worked the full shift.

\_\_\_\_\_  
For the County:  
4-30-24  
Date:

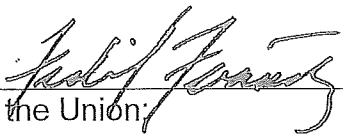
\_\_\_\_\_  
For the Union:  
4/23/2024  
Date:



TENTATIVELY AGREED-TO PROPOSALS – 1/17/24

  
\_\_\_\_\_  
For the County:

4-30-24  
\_\_\_\_\_  
Date:

  
\_\_\_\_\_  
For the Union:

4/23/2024  
\_\_\_\_\_  
Date:

## COUNTY PROPOSAL #3

### ARTICLE 5 – WORK WEEK & HOURS OR WORK

Replace Article 5 with the following:

#### **Article 5 – Workweek/Hours of Work**

##### **A. Five (5) and Two (2) Schedule**

All employees assigned to Courthouse Operations, Administration and the Detective Bureau shall work a Five (5) and Two (2) schedule. 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. The Sheriff shall have the ability to stagger shifts by 120 minutes and limit lunch periods of Courthouse personnel to thirty (30) minutes if he so chooses. The Sheriff specifically reserves the right to modify said schedule in emergent situations.

##### **B. Pitman Schedule**

1. All employees assigned to Patrol shall work the Pitman Schedule. The Pitman schedule shall consist of a workweek, inclusive of weekends, consisting of two (2) consecutive days on, three (3) consecutive days off, two (2) consecutive days on, two (2) consecutive days off, three (3) consecutive days on, two (2) consecutive days off, two (2) consecutive days on, three (3) consecutive days off, two (2) consecutive days on, two (2) consecutive days off, three (3) consecutive days on, and two (2) consecutive days off.
  - a. Employees working this schedule shall work a continuous Twelve (12) Hour Shift. Time worked as referenced in Section B.1 above shall constitute a “work cycle” which shall consist of twenty-eight (28) consecutive calendar days. During each work cycle all employees shall work tours of duty which in the aggregate total one hundred and sixty eight (168) hours.
  - b. All employees will work a steady, non-rotating scheduled twelve (12) hour tour for the twenty eight (28) day cycle that shall consist of either a “day shift” or a “night shift” that will follow the rotation referenced in Section B.1 above. During each twenty eight (28) day work cycle, no matter if an employees is assigned to the day or the night shift, each employee shall receive two “weekends” off from work that shall consist of three (3) consecutive days off from work which will be a Friday, Saturday and Sunday.
  - c. The Day Tour will run from 7:00AM to 7:00PM, followed by the Night Tour which will run from 7:00PM to 7:00AM. A Tour of Duty shall be considered the same as a “work shift” or “work day” as the terms may be used


interchangeably throughout this agreement. In addition, the shifts shall be divided into four (4) squads (Squad A, Squad B, Squad C, and Squad D).


d. The work year from which an employee's base annual salary is calculated shall consist of 2,080 hours. Each employee whose planned work schedule results in he or she working in excess of 2,080 hours shall receive compensatory time off at the rate of one (1) hour for one (1) hour for the time scheduled that is in excess of 2,080 hours. Due to the nature of the planned schedule, officers will be credited with the earned excess hours scheduled to work on January 1st of that year. This will be referred to as "Pitman Adjustment Time (PAT Time)". The utilization of PAT Time off from work must be pre-scheduled and used in the calendar year in which it was earned and may not be carried over unless specifically approved by the Sheriff.

e. There shall be two (2) fifteen (15) minute comfort breaks and two (2) thirty (30) minute meal breaks for every twelve (12) hour workday. Employees may be recalled to duty during comfort breaks and/or meal breaks. All breaks shall be compensable and are part of the twelve (12) hour workday.

f. The Parties agree that the overtime rate shall not be affected due to the changes set forth in this Agreement. Overtime shall be paid for any time worked in excess of an employee's normal workday and/or for any work on a scheduled day off, or as is otherwise required by law.

g. While at training an employee will be considered to be on a "training work schedule" and work records shall reflect an eight (8) hour training day constitutes a 12-hour schedule workday. If the training falls on a scheduled day off and Shift Adjustment Off (SAO) is not utilized to move the training day, compensation will be paid at an hour for hour basis.

 ~~h. Effective and retroactive to January 1, 2022<sup>1</sup>, for the purpose of vacation time, sick time and personal time, employees assigned to the Pitman Schedule will be granted a "day for a day" for a full day's usage of vacation time, sick time or personal time. A "full day's usage" of vacation time, sick time or personal time is defined as twelve (12) hours off from work. For bookkeeping purposes only, employee records will only reflect an eight (8) hour deduction (i.e., a 12-hour day off will only show up in the records as an eight (8) hour reduction). If vacation time, sick time or personal time is used in less than full day increments, it will be deducted on an hour for hour basis. This provision~~

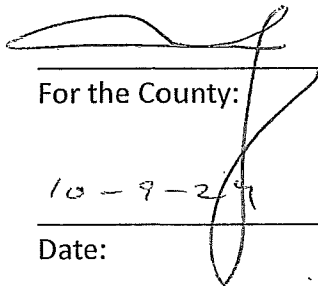
 ~~Once this agreement is ratified, Union Leadership, the County and the Sheriff shall meet to review employee time keeping records for vacation time, sick time and personal time and restore any time that was deducted "hour for hour" that may be owed to employees going back to January 1, 2022.~~

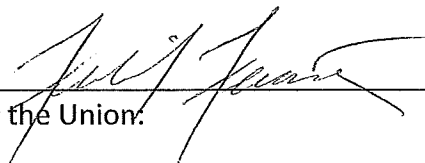
shall sunset on December 31, 2028, and thereafter vacation time, sick time and personal time shall be deducted on an hour for hour basis.

**C. Four (4) and Two (2) Schedule**

The Four (4) and Two (2) Schedule shall be a schedule available to the Sheriff to use with any units not assigned to the Pitman Schedule and the Five (5) and Two (2) Schedule. The Four (4) and Two (2) schedule shall consist of four (4) consecutive days on and two (2) consecutive days off and shall have basic working hours consisting of 7:00 AM to 3:00 PM, 3:00 PM to 11:00 PM and 11:00 PM to 7:00 AM with the ability to stagger shifts by 120 minutes. 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.

- D. 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.
- E. 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.
- F. The Parties agree to meet for the purposes of considering alternative schedules. Such alternative schedules shall be implemented upon mutual agreement, evidenced in writing and signed by a representative(s) of each party.
- G. Except in emergent situations, one week advanced notice shall be given to an Officer prior to any non-emergent shift change.

  
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For the County:  
  
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**COUNTY PROPOSAL #5**


**ARTICLE 9 – NIGHT DIFFERENTIAL**

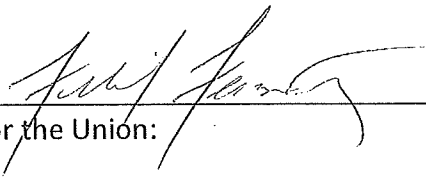
Replace Article 9 with the following:

**Article 9 – Night Differential**

- A. Those employees hired prior to January 1, 2000, not assigned to a Pitman schedule 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 into their base pay. This ten percent (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.
  
- B. Employees assigned to the Pitman schedule will receive shift differential compensation as follows:
  - (a) Employees working the 7:00 AM — 7:00 PM shift shall be entitled to a three and one-half percent (3.5%) shift differential.
  
  - (b) Employees working the 7:00 PM — 7:00 AM shift shall be entitled to shift differential as referenced below:
    - i. Employees assigned to the Pitman Schedule, hired prior to January 1, 2000, and assigned to the 7:00 PM — 7:00 AM shift will be compensated with a ten percent (10%) shift differential.
  
    - ii. Employees assigned to the Pitman Schedule, hired on or after January 1, 2000, and before October 25, 2016, and assigned to the 7:00 PM — 7:00 AM shift will be compensated with a Seven- and one-half percent (7.5%) shift differential.
  
    - iii. Employees assigned to the Pitman Schedule, hired on or after October 25, 2016, and assigned to the 7:00 PM — 7:00 AM shift will be compensated with a five percent (5%) shift differential.
  
- C. Up to an additional ten percent (10%) may also be paid to the 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 designee.
  
- D. The night differential paid to employees hired after January 1, 2000, who are not assigned to a Pitman schedule, working the 11:00PM to 7:00AM shift will be five percent (5%).

- E. The night differential paid to employees hired after October 25, 2016, who are not assigned to a Pitman schedule, working the 3:00PM to 11:00PM shift will be five percent (5%).

  
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For the County:  
  
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Date:

  
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For the Union:  
  
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Date:

**COUNTY PROPOSAL # 6**

**ARTICLE 11**

Replace Article 11 with the following:

**Article 11 – Vacation, Sick, Personal and Bereavement Leaves**

**A. Vacation Leave**

Provided vacation requests are submitted by January 15<sup>th</sup> each year, such requests will be granted on the basis of seniority of service within each Division (Patrol, Courthouse and any other units) 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.


For employees hired prior to October 25, 2016, vacation time shall be granted as follows:

| <b>Years of Service</b> | <b>Working Days Vacation Each Year</b> |
|-------------------------|--|
| 1 – 5 years             | 12 days vacation per year              |
| 6 – 10 years            | 15 days vacation per year              |
| 11 – 15 years           | 18 days vacation per year              |
| 16 – 20 years           | 20 days vacation per year              |
| Over 20 years           | 22 days vacation per year              |

For employees hired after October 25, 2016, vacation time shall be granted as follows:

| <b>Years of Service</b> | <b>Working Days Vacation Each Year</b> |
|-------------------------|--|
| 1 – 8 years             | 12 days vacation per year              |
| 9 – 14 years            | 15 days vacation per year              |
| 15 – 19 years           | 18 days vacation per year              |
| 20+ years               | 20 days vacation per year              |

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 County may demand a doctor’s certification.

 Effective and retroactive to January 1, 2022, <sup>F</sup> for the purpose of vacation time, employees assigned to the Pitman schedule will be granted a “day for a day” for a full day’s usage of vacation time. A “full day’s usage” of vacation time is defined as twelve (12) hours off from work. For bookkeeping purposes only, employee records will only reflect an eight (8) hour deduction (i.e., a 12-hour day off will only show up in the records as an eight (8) hour reduction). If vacation time is used in less than full day increments, it will be deducted on an hour for hour basis. This provision shall sunset on December 31, 2028, and thereafter employees assigned to a Pittman


schedule shall be credited with the same number of vacation hours as employees working an eight (8) hour schedule, and vacation time shall be deducted on an "hour for hour" basis.

**B. Sick Leave**

i. Every employee covered by this Agreement not assigned to a Pitman schedule shall earn payment for absence due to illness at a rate of fifteen (15) days per year, which shall accumulate at the rate of one and one quarter (1.25) days per month. Unused sick days shall be cumulative from year to year.

ii. Pitman Sick Leave

a. Every employee covered by this Agreement and assigned to a Pitman schedule shall earn payment for absence due to illness at a rate of one-hundred and twenty (120) hours per year, which shall accumulate at the rate of ten (10) hours per month. Unused sick days shall be cumulative from year to year.


 b. ~~Effective and retroactive to January 1, 2022,~~ for the purpose of sick time, employees assigned to the Pitman schedule will be granted a "day for a day" for a full day's usage of sick time. A "full day's usage" of sick time is defined as twelve (12) hours off from work. For bookkeeping purposes only, employee records will only reflect an eight (8) hour deduction (i.e., a 12-hour day off will only show up in the records as an eight (8) hour reduction). If sick time is used in less than full day increments, it will be deducted on an hour for hour basis. This provision shall sunset on December 31, 2028, and thereafter sick time shall be deducted on an hour for hour basis.

c. The Department sick call policy/procedure will be followed by all employees with no exceptions.

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

iv. After the employee has used five (5) consecutive sick days, the County 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~~



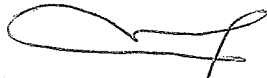


~~cumulative from year to year. However, all unused personal days shall be paid to such employee at the end of the year, if the days were denied.~~

Every employee covered by this Agreement shall be allowed three (3) days personal leave with pay per year, provided that the Division Head is notified of such leave at least three (3) days in advance, except in emergency situations. Approval of such leave requests 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 each employee at the end of the year if the days were denied or may be carried over with the approval of the Sheriff.



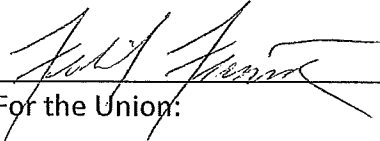
~~Effective and retroactive to January 1, 2022,~~ For the purpose of personal time, employees assigned to the Pitman schedule will be granted a "day for a day" for a full day's usage of personal time. A "full day's usage" of personal time is defined as twelve (12) hours off from work. For bookkeeping purposes only, employee records will only reflect an eight (8) hour deduction (i.e., a 12-hour day off will only show up in the records as an eight (8) hour reduction). If personal time is used in less than full day increments, it will be deducted on an hour for hour basis. This provision shall sunset on December 31, 2028, and thereafter personal time shall be deducted on an hour for hour basis.



For the County

10-9-24

Date:



For the Union:

10/09/2024

Date:

**COUNTY PROPOSAL #8**

**ARTICLE 15 – MEDICAL BENEFITS**

**Current Language:**

A. Medical

- 4. Co-pay shall be Zero Dollars (0.00) for generic drugs and Ten Dollars (\$10.00) for brand name drugs. Mail order generic drugs shall have a co-pay of Zero Dollars (\$0.00) per prescription (for a ninety-day (90) supply). Mail order brand name drugs shall have a co-pay of Ten Dollars (\$10.00) per prescription (for a ninety-day (90) supply). The coverage shall include family members.

**Proposed Language:**

A. ~~Medical~~

- ~~4. Co-pay shall be Zero Dollars (0.00) for generic drugs and Ten Dollars (\$10.00) for brand name drugs. Mail order generic drugs shall have a co-pay of Zero Dollars (\$0.00) per prescription (for a ninety-day (90) supply). Mail order brand name drugs shall have a co-pay of Ten Dollars (\$10.00) per prescription (for a ninety-day (90) supply). The coverage shall include family members.~~

- a. **Prescription Refills. Employees will be able to fill a 30 day supply for long term medications at any non- CVS pharmacy of their choice. For 90 day-supplies, medications must be filled at any CVS retail or CVS mail order pharmacy.**
- b. **Three Tier Copays. Employees co-pays for prescription benefits will be paid according to the following rates:**

i. **Tier One: Generic Drugs (\$5.00 Brand – Plan 1).**

| <b><u>Prescription Type</u></b>                      | <b><u>Copay</u></b>   |
|--|-----------------------|
| <b><u>Retail generics</u></b>                        | <b><u>\$0.00</u></b>  |
| <b><u>Retail preferred brands</u></b>                | <b><u>\$5.00</u></b>  |
| <b><u>Retail non-preferred brands</u></b>            | <b><u>\$20.00</u></b> |
| <b><u>Mail generics</u></b>                          | <b><u>\$0.00</u></b>  |
| <b><u>Mail preferred brands</u></b>                  | <b><u>\$5.00</u></b>  |
| <b><u>Mail non-preferred brands</u></b>              | <b><u>\$20.00</u></b> |
| <b><u>Preventive retail generics</u></b>             | <b><u>\$0.00</u></b>  |
| <b><u>Preventive retail preferred brands</u></b>     | <b><u>\$5.00</u></b>  |
| <b><u>Preventive retail non-preferred brands</u></b> | <b><u>\$20.00</u></b> |
| <b><u>Preventive mail generics</u></b>               | <b><u>\$0.00</u></b>  |
| <b><u>Preventive mail preferred brands</u></b>       | <b><u>\$5.00</u></b>  |
| <b><u>Preventive mail non-preferred brands</u></b>   | <b><u>\$20.00</u></b> |

|  |                |
|--|----------------|
| <u>Specialty retail generics</u>             | <u>\$0.00</u>  |
| <u>Specialty retail preferred brands</u>     | <u>\$5.00</u>  |
| <u>Specialty retail non-preferred brands</u> | <u>\$20.00</u> |
| <u>Specialty mail generics</u>               | <u>\$0.00</u>  |
| <u>Specialty mail preferred brands</u>       | <u>\$5.00</u>  |
| <u>Specialty mail non-preferred brands</u>   | <u>\$20.00</u> |

ii. Tier Two: Preferred Brands (\$10.00 Brand – Plan 2)

| <u>Prescription Type</u>                      | <u>Copay</u>   |
|---|----------------|
| <u>Retail generics</u>                        | <u>\$0.00</u>  |
| <u>Retail preferred brands</u>                | <u>\$10.00</u> |
| <u>Retail non-preferred brands</u>            | <u>\$25.00</u> |
| <u>Mail generics</u>                          | <u>\$0.00</u>  |
| <u>Mail preferred brands</u>                  | <u>\$10.00</u> |
| <u>Mail non-preferred brands</u>              | <u>\$25.00</u> |
| <u>Preventive retail generics</u>             | <u>\$0.00</u>  |
| <u>Preventive retail preferred brands</u>     | <u>\$10.00</u> |
| <u>Preventive retail non-preferred brands</u> | <u>\$25.00</u> |
| <u>Preventive mail generics</u>               | <u>\$0.00</u>  |
| <u>Preventive mail preferred brands</u>       | <u>\$10.00</u> |
| <u>Preventive mail non-preferred brands</u>   | <u>\$25.00</u> |
| <u>Specialty retail generics</u>              | <u>\$0.00</u>  |
| <u>Specialty retail preferred brands</u>      | <u>\$10.00</u> |
| <u>Specialty retail non-preferred brands</u>  | <u>\$25.00</u> |
| <u>Specialty mail generics</u>                | <u>\$0.00</u>  |
| <u>Specialty mail preferred brands</u>        | <u>\$10.00</u> |
| <u>Specialty mail non-preferred brands</u>    | <u>\$25.00</u> |

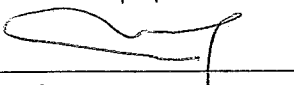
c. **Generic Prescriptions.** When a generic prescription is available but the pharmacy dispenses the brand per the employee or physician's request, the employee will pay the difference between the brand discount and the generic discount, in addition to the generic copayment. This shall not apply if the employee's physician will not allow the employee to take the generic prescription.

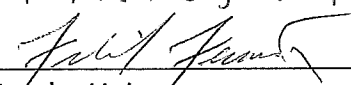
For the County:

For the Union:

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