

A G R E E M E N T

between

Middlesex County Board of Chosen Freeholders  
County of Middlesex

and

Middlesex County Superior Sheriff's Officers, P.B.A. #165A

✓

1986 - December 31, 1987

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THIS AGREEMENT made the 19<sup>th</sup> day of June 1986, between the County of Middlesex, a Municipal Corporation by its Board of Chosen Freeholders (hereinafter known as the Employer), and the Middlesex County Superior Sheriff's Officers, P.B.A. #165A (hereinafter known as the Association), and the Sheriff of Middlesex County, as employer of the Middlesex County Superior Sheriff's Officers, P.B.A. #165A (hereinafter known as the Sheriff);

WHEREAS, the Association has been selected as the bargaining agent by the employees, hereinafter to be defined in accordance with Chapter 303 of the Laws of 1968, and said Association has been recognized as such by the Employer and by the Sheriff, and

WHEREAS, said Association has been in negotiations with the Employer and Sheriff pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the parties have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to Law;

NOW, THEREFORE, subject to Law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants, and agreements contained herein, do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected employees.

## 1. RECOGNITION

The Association is hereby designated as the bargaining agent for all employees employed by the County of Middlesex in the Sheriff's Department of Warrants and Transportation, Courts, Identification, Communications, Missing Persons, Administrative and Crime Prevention in the following job titles:

Sheriff's Officer Sergeant

Sheriff's Officer Lieutenant

Sheriff's Officer Captain

## 2. ASSOCIATION REPRESENTATIVES

The Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association activities.

During collective negotiations, the authorized representatives of the P.B.A. shall be excused from normal duties in order to participate in the collective negotiations and shall receive all benefits granted under this Agreement while they are in attendance at all collective negotiating sessions.

Regular, Special or Emergency Meetings: The Superior Officer's Representative or his designee shall have their work schedule adjusted so as not to conflict with any regular, special or emergency meetings provided reasonable notice is given to the Employer.

The elected Chairman of P.B.A. #165A or his designee shall be granted a leave of absence with pay for a period not to exceed five (5) days to attend the annual P.B.A. Convention. An additional day's leave of absence with pay shall be granted for travel time to return from the convention.

A certificate of attendance to the Convention shall, upon request, be submitted by the representatives so attending to the Sheriff of his duly designated representative.

### 3. MAINTENANCE AND MODIFICATION OF WORK RULES

All conditions of employment relating to wages, hours of work, and general working conditions contained in the General Orders, Promulgations, and Rules and Regulations of the Office of the Sheriff, which are currently in effect, shall be maintained for the life of this Agreement.

Proposed new rules or modifications of existing rules affecting working conditions as set forth above and otherwise, which are not exclusively within the discretion of management, shall be negotiated with the PBA prior to implementation.

4. RETENTION OF CIVIL RIGHTS

All employees covered by this Agreement shall retain all rights as set forth within the Constitution of the State of New Jersey and the Constitution of the United States.



5. WAGES, HOURS OF WORK, PAY PERIODS

A. Effective January 1, 1986, the following salary schedules will reflect a 6% Negotiated Wage Increase with evaluated rank adjustments reflected in the Officer's base salaries:

Sheriff's Officer Sergeant	\$31,041
Sheriff's Officer Lieutenant	\$33,679
Sheriff's Officer Captain	\$36,541

B. Effective January 1, 1987 and ending December 31, 1987, the following salary schedules with evaluated rank adjustments are adopted for payment on January 1, 1987, and will be added to December 31, 1986 previous base salaries. Additionally, there will be a wage reopener for a negotiated wage increase which will be retroactive to the January 1, 1987 base salaries:

Sheriff's Officer Sergeant	\$31,701
Sheriff's Officer Lieutenant	\$34,395
Sheriff's Officer Captains	\$37,319

C. Employees employed prior to the execution of the contract and currently not on the payroll at the execution date of this Agreement, will not be included in the wage increase, with the exception of retirees and deceased employees, in which case payment will be made to his/her estate.

Wages, Hours of Work, Pay Periods (Cont.)

D. It is understood when a Superior is promoted in rank, he/she will receive the compensation attributable to that higher rank as contained herein.

E. Hours of Work: The hours of work for the Superior Officers of the Courts shall be 8:00 a.m. to 4:00 p.m. In Warrants and Transportation, Identification, Communications and Missing Persons, the hours of work will be 8:00 a.m. to 4:00 p.m., 3:00 p.m. to 11:00 p.m., 3:30 p.m. to 11:30 p.m., 4:00 p.m. to 12:00 p.m., or 12:00 p.m. to 8:00 a.m. Any time worked beyond seven and one-half ( $7\frac{1}{2}$ ) consecutive hours shall be paid at time and one-half ( $1\frac{1}{2}$ ). Any time worked in excess of thirty-seven and one-half ( $37\frac{1}{2}$ ) hours shall be paid at time and one-half ( $1\frac{1}{2}$ ).

In case of emergency, the Sheriff shall have the authority to fluctuate the hours one hour earlier or one hour later. The lunch period shall consist of thirty (30) minutes unpaid. The Sheriff or the Undersheriff and the Union Representative shall agree as to what constitutes an emergency.

A 48-hour written notice will be issued in the event of work schedule changes. In case of emergency, only the Sheriff or Undersheriff has the authority to make changes necessary and as soon as possible report the reasons for these changes to the Association in writing.

Wages, Hours of Work, Pay Periods (Cont.)

F. Rest Periods: All members of the bargaining unit shall receive two (2) fifteen (15) minute rest breaks during the scheduled tour of duty. Said time may be added to Officer's lunch break, only at such time where the exigencies of their performance of duty prevent them from a normal rest period.

G. Pay Day: Whenever possible, all pay checks and other disbursement checks or drafts shall be received on the Thursday of each pay period after 3:00 p.m.

H. Shift Differential: Employees who work a second shift shall receive an additional thirty-five cents (\$.35) per hour over the hourly rate for the first shift, and employees who work the third shift shall receive an additional forty cents (\$.40) per hour over the hourly rate for the first shift.

Any such shift employee who works overtime shall receive shift differentials at the applicable overtime or holiday rate.

A first shift shall be defined to mean the hours of 8:00 a.m. to 7:00 p.m., or any reasonable variation thereof.

A second shift shall be defined to mean between the hours of 1 p.m. to 12 a.m., or any reasonable variation thereof.

A third shift shall be defined to mean between the hours of 10 p.m. to 9 a.m., or any reasonable variation thereof.

## 6. DUES - CHECK OFF

Upon presentation to the Employer of a dues check-off card signed by individual employees, the Employer will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization.

Thereafter, the Employer will, not later than the fifteenth (15th) day of the succeeding month, forward a check in the amount of all dues withheld during the preceding month for this purpose to the PBA Representative entitled to receive same.

The said PBA Representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA.

### REPRESENTATION FEE IN LIEU OF DUES

(A) If an employee covered by this Agreement does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

(B) Prior to the beginning of each membership year, the Union will notify the County in writing of the amount of the regular membership dues charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

(C) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the County a list of those employees who have not become members of the Union for the then current membership year. The County will deduct from the salaries of such employees, in accordance with Paragraph (D), the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

(D) The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

- (1) -10 days after receipt of the aforesaid list by the County; or
- (2) -20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position whichever is later.

(E) Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

(F) The Union will notify the County in writing of any changes in the list provided for in Paragraph (C) and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the County received said notice.

(G) The Union agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union.

This Article (Representation Fee in Lieu of Dues) becomes effective upon the execution of this Agreement.

## 7. OVERTIME

All hours worked in excess of the normal work day or work week will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ).

Overtime will be accumulated in fifteen (15) minute units. When a Superior Officer works any portion of a fifteen (15) minute unit, he will be paid for the entire fifteen (15) minute unit. Conversely, if a Superior Officer reports late for duty a portion of a fifteen (15) minute unit, he will be docked in pay fifteen (15) minutes.

When a Superior Officer is called into work on his off-duty hours, such compensation shall consist of overtime rate with a minimum of four (4) hours.

When a Superior Officer is required to appear in Court, a Departmental Hearing, a Civil Service Hearing, or any other legal tribunal as a result of an incident arising out of his employment with this Department on his off-duty hours, whether or not he is the defendant, a witness, or the person initiating the action, he shall be paid at the overtime rate.

This clause shall not apply to a defendant in a departmental hearing who is not totally absolved of the charges.

All duties normally performed which will become overtime duties shall be distributed equally and alphabetically from lists maintained by the Sheriff's Department for the Superior Officers covered under the terms of this Agreement. The exception is when such distribution interferes with managements right to assign a qualified Superior Officer to perform a particular duty and emergency situations.

Overtime (Cont.)

When overtime is refused by a Superior Officer, such overtime shall be offered to the next name on the alphabetical list and the Superior Officer refusing will be considered as having worked overtime. Any Superior Officer may decline, in writing, any period of overtime offered to him without explanation.

When a Superior Officer works an overtime detail on a weekend (12:00 a.m. Saturday to 12:00 a.m. Monday) and is asked to work another overtime detail on the same weekend, he/she will not be charged with an overtime refusal if said Superior Officer elects not to work the second detail.

Whenever overtime is required on a given assignment, said overtime shall be offered first to the Superior Officer already working on that job assignment and then the Superior Officer or Officers will be placed in their respective position on the list and thereafter personnel will be selected alphabetically from the list.

Overtime will start at 4:00 p.m. for Court Personnel and be paid at accumulated fifteen (15) minutes providing the regular shift has been completed at that time. All other sections of the Department will also accumulate overtime on the same basis at the expiration of their shifts.

When a Superior Officer, upon completion of working a full shift, is required to work a full second shift, he/she will be entitled to a paid thirty (30) minute lunch break on the second shift. Overlapping shifts will be considered a full shift.



Overtime (Cont.)

When a Superior Officer is assigned to hospital detail, he/she will be entitled to receive eight (8) hours pay per full shift worked at the applicable rate.

Superior Officers, when assigned to work through their normal lunch period, will receive premium pay, or a later lunch period.

Stand-by or on call time is defined as that period of time during which a Superior Officer is waiting for a possible call back to duty. Assignment of stand-by can only be made by the Sheriff or his designee.

Compensation for stand-by time will consist of:

- a. Four (4) hours or less - overtime pay for four (4) hours;
- b. More than four (4) hours to eight (8) hours - overtime pay for eight (8) hours;
- c. More than eight (8) hours to twelve (12) hours - overtime pay for twelve (12) hours;
- d. Any amount of time in excess of twelve (12) hours will be paid as indicated in the above formula, i.e. four (4) hour increments.

The Sheriff or his designee may assign the stand-by Superior Officer to other law enforcement duties during stand-by time.

## 8. UNIFORMS

If at any time it is deemed necessary for the Sheriff to add to or alter the present uniform inventory, the Sheriff will provide the additional issue initially. Thereafter, the issue will be maintained by the Sheriff's Officer.

Sheriff's Officers promoted to rank levels of Lieutenant or above will receive a reimbursement for the initial total purchase cost of rank insignia and three (3) long sleeve white shirts and three (3) short sleeve white shirts. Payment shall be made by the Officer's submitted voucher subject to review and approval by the Sheriff and/or his/her designee.

The Employer agrees to provide one-half ( $\frac{1}{2}$ ) the cost up to one hundred dollars (\$100) toward the purchase of a bulletproof vest approved by the I.A.C.P. on a voluntary basis. Proof of purchase must be supplied to the Sheriff.

It is understood and agreed that if any employee does purchase a bulletproof vest, it will be considered as a part of the dress code and uniform of the day.

Effective January 1, 1981, employees presently receiving a uniform allowance will receive a buy-out sum of five-hundred dollars (\$500), which will be added to their base salaries and remain in base.

Uniforms (Cont.)

The ranges as stipulated in Section 5, WAGES, HOURS OF WORK, PAY PERIODS, page 6 of this Agreement, reflect the buy-out sum.

It is understood and agreed that the buy-out sum of five-hundred dollars (\$500) as stipulated in lieu of the clothing allowance is a total and completed buy-out for any and all clothing allowances that were in practice currently and for future bargaining.

Any Superior Officer not previously issued a winter jacket will be supplied same. Those Officers who had been issued winter jackets will have them replaced by issuance of a new winter jacket if it is determined by the Sheriff or his designee that such replacement is necessary due to wear and tear. Hereinafter, this issue will be maintained by the Superior Officer.

"Court blouse jackets" will be replaced with Nylon Windbreaker Jackets. Hereafter, this issue will be maintained by the Superior Officer.

Sheriff's Officers assigned to the Warrants and Transportation Division will be issued raincoats by the Sheriff.

## 9. POLICE EQUIPMENT

The standard on-duty weapon shall be a .38 revolver designed to hold six (6) cartridges and having a barrel length not shorter than two (2) inches.

The employer agrees to provide the following equipment to all employees covered by this Agreement.

Each Officer or team of Officers shall be equipped with a walkie-talkie radio when assigned or detailed to assignments outside of a building and outside of their vehicle.

Each employee covered by this Agreement shall be vested with the authority to carry the following weapons, as authorized off-duty weapons or for weapons that are used on undercover assignments: .38 revolver (all series) or any other weapon authorized by the Sheriff.

All of the items set forth within this section shall be provided without charge to those employees who are covered by this Agreement.

Qualifications and Standards: At least once per year, all employees covered by this Agreement must qualify to use the weapons that they have been empowered to carry.

The Sheriff shall make provisions to have the employees qualify to use the authorized weapon at an approved firing range that shall be located within the boundaries of the County of Middlesex.

The employee shall qualify to use the weapons described hereinabove during the course of the employee's normal work day and shall not suffer loss of pay or any other benefit covered within this Agreement.

The carrying of weapons both on and off-duty shall be governed by N.J.S.A. 2C:39-6. All weapons so carried shall be in the .38 caliber series and be in safe working condition.

## 10. PERSONNEL FILE

Employees shall have the right to inspect and review their own personnel file on reasonable notice and at reasonable times upon written request. The employee shall have the right to define, explain, or object in writing to anything found in his/her personnel file. Said writing shall become part of the employee's personnel file.

In this Agreement, there will not be anything to prevent employee from requesting the expunging of any documents or portion of documents in his/her personnel file. This request shall become a part of the employee's personnel file. Any written denial of this request will be included in the employee's personnel file by the appointing authority.

A designated Representative of the Association may be present when requested by the Officer concerned. The Sheriff agrees to provide a copy to the Officer of any material placed in his/her personnel file.

It is understood that the files maintained by the County Personnel Director are the official personnel files for all Officers.

No documents shall be entered in a Sheriff's Officer's personnel file that fall within the following categories:

- a. Any accusation that does not result in a hearing and finding of guilty;
- b. Departmental investigations and/or hearings that do not result in a find of guilty;

- c. Departmental hearings that result in a finding of guilty but are overturned by Civil Service appeal or judicial review;
- d. Any other adverse action against a Sheriff's Officer that is overturned by Civil Service appeal, P.E.R.C. ruling, or judicial review;
- e. Any adverse action against a Sheriff's Officer which is processed through the grievance procedure where such grievance is upheld;
- f. Any letter, statement, report, or other document implies a wrong doing or inefficiency is not substantiated by a hearing and find a of guilty except in cases of written reprimands;
- g. The Sheriff retains his right to maintain all documents that fall within the above categories in cases pending final disposition and/or appeal.

All personnel file entries concerning written reprimands will be removed from the Officer's personnel file twelve (12) months from the date of entry provided no other similar reprimand follows within said twelve (12) month period.

Nothing shall be entered in any Sheriff's Officer's personnel file, for any reason whatsoever, unless the Officer receives a copy of that document.

## 11. MEDICAL BENEFITS

All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J, or equivalent, at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured upon a prior notice to the employee organization and with approval of the Association, so long as equivalent coverage is provided.

Health Maintenance Organization (H.M.O.) - Several Health Maintenance Organizations are available to the employee as an alternate to Blue Cross-Blue Shield, Rider J, and Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

Dental Plan - All full-time and eligible part-time employees shall be covered by the Great West Life Assurance Company Dental Plan, or a similar plan at the employer's expense.

It is understood and agreed, for the 1984-1985-1986 contract years, that the Employer will contribute \$2.49 per month toward the dependent coverage of the employee in the Modified Plan. The employee will contribute \$6.91 per month. Total amount for dependent coverage in the Modified Plan, \$9.40 per month. In addition, the Employer will contribute \$10.32 per month toward the dependent coverage of the



Medical Benefits (Cont.)

employee in the Family Plan. The employee will contribute \$28.62 per month. Total amount for dependent coverage in the Family Plan, \$38.94 per month.

Drug Prescription Plan - All eligible employees and eligible employees' family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay per prescription by the Employee.

Payment of Blue Cross-Blue Shield Premiums for Retirees - Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally administered Retirement System, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums. This policy is to be based upon the resolution authorizing these payments adopted by the employer on November 16, 1978 and amended December 21, 1978.

Vision Care Program - All full-time employees of this bargaining unit who have been employed for more than sixty (60) continuous days, shall be covered by the Vision Care Program. Eligible employees are entitled to one (1) reimbursement each during a two (2) year period. The reimbursement is limited to the following allowances:

Eye Examination	(\$35.00 - 1986-1987)
Lenses and Frames combined	(\$45.00 - 1986-1987)

This reimbursement shall not exceed and is limited to a total of \$80.00 for a combined cost for the above.

Medical Benefits (Cont.)

This program is as set forth by resolution authorizing these payments adopted by the Board of Chosen Freeholders on March 20, 1980 and as amended.

It is understood and agreed that the Vision Care Program will apply to the employee only.

Extended Medical Benefits - Employees who are on approved leaves of absence will be granted a 90-day extension of medical coverage during a medical leave of absence. This shall be in accordance with the current County medical coverage policy.

## 12. LONGEVITY

In accordance with the longevity resolution as amended by the Board of Chosen Freeholders, all eligible employees are entitled to receive longevity based upon their base salaries (maximum base \$24,000) as of December 31st of the previous calendar year starting with the completion of the 8th year of service as follows:

9 through 15 years of service = 2%

16 through 20 years of service = 4%

21 years and over = 6%

### 13. HOLIDAYS

The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared by legally constituted authorities of the County, State and Federal Government, provided said Holiday has been recognized by the Board of Freeholders,

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday following Thanksgiving Day
14. Christmas Day

If a holiday falls during an employee's vacation or bereavement time, he/she shall be granted an additional day off with pay.

Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

Employees ordered to work by the Sheriff or his designee on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid their regular day's pay plus an additional rate of double time pay for the hours worked.

Holidays (Cont.)

No vacation leave or personal days shall be granted without the express approval of an employee's department head immediately before or after any holiday period.

#### 14. PERSONAL DAYS

In addition all employees shall have four (4) personal holidays to be used for any purpose whatsoever. Personal holidays may be taken on separate days or consecutively; however, the employee should, whenever possible, give the Employer one (1) day notice for each personal holiday to be taken. Severance pay shall be calculated considering personal holidays on the basis of one (1) accrued personal holiday per third month of employment completed in the year said employment is terminated. Personal holidays may not be accumulated annually.

15. BEREAVEMENT

All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts and uncles, and any other relative living in the immediate household, such leave being separate and distinct from any other leave time.

It is understood and agreed that this Bereavement Leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) working days next following the day of death. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

16. VACATIONS

All employees shall be granted vacation leave based upon the following schedule from the date they are hired:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty-first year or more	Twenty-five working days during each year of service.

It is understood that when reference is made to "six to nine years, etc.", six means the start of the sixth year, etc.

Vacation time accumulation will be based on the Civil Service Ruling now in effect.



## 17. SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month on a month-to-month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

Sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

All other proper and authorized leaves as provided in the rules of the Department of Civil Service, shall be recognized and constitute a part of this agreement.

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation, which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave.

During the time that the Personnel Office is determining whether the injury leave or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted

the sick leave used by the employee will be reccredited to the employee and the sick leave injury will be retroactive to the date which is determined by the effective date of the Freeholder Resolution adopting same.

Furthermore, all of the requirements of N.J.S. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex..

Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

18. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

Employee covered under the terms of this agreement shall be entitled upon retirement to receive a lump-sum payment, as supplemental compensation, one-half ( $\frac{1}{2}$ ) payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000.00) which is credited to him on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

19. ADHERENCE TO CIVIL SERVICE RULES

The Employer and the Association understand and agree that all rules promulgated by the New Jersey Department of Civil Service concerning any matter whatever not specifically covered in this Agreement shall be binding upon both.

## 20. GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle all grievances between the Sheriff and the Association as quickly as possible so as to insure efficiency and promote employee's morale.

2. A grievance is defined as any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as any action or non-action taken towards him which violates any right arising out of his employment.

3. All grievances shall be processed as follows:

A. They shall be discussed with the employee(s) involved and the Association Representatives with the immediate Superior, designated by the Sheriff. The answer shall be made within three (3) days by such immediate Superior to the local.

B. If the grievances are not settled through Step 1, the same shall be reduced to writing by the Association employee(s) and submitted to the Sheriff or any person designated by him, and the answer to such grievance shall be made in writing with a copy to the local within five (5) days of their suspension.

C. If the grievances are not settled by Steps 1, and 2, then the local shall have the right to submit such grievances to the Personnel Director. A written answer to said grievance shall be served upon the local within five (5) calendar days after submission.

4. If the grievances are not settled by Steps 1, 2, and 3, then the Association within ten (10) working days after a written decision (Step 3) shall have the right to submit only such grievances which are claimed violations, misinterpretations, or misapplication of the terms of this Agreement and the referenced policies directly affecting them (the Association) to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The Arbitrator appointed shall have full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the Arbitrator and his expense shall be borne equally by both parties unless otherwise noted.

5. Nothing herein shall prevent any employee (Officer) from processing his own grievance providing the local Representative is aware of the grievance.

6. The Superior Officer Representative shall have the right and the authority to appear with any member of this bargaining unit who has filed a grievance throughout any stage of the grievance procedure or hearings of any nature.

7. The P.B.A. President, his designated Representative and the grievant, shall not suffer loss of any benefits under this Agreement while participating in any stage of the grievance procedure.

8. Any employee covered by this Agreement who has been summoned by the Office of the Sheriff shall have the right to have his Superior Officer Representative present. The term "Office of the Sheriff" shall include the following individuals: the Sheriff, the Undersheriff, Department Heads, or any individual appointed or designated by the Sheriff to possess supervisory or managerial functions.

9. The duly elected Superior Officer Representative shall be excused from their normal duty assignments to process grievances.

10. Grievances must be initially filed within thirty (30) days of the incident, or the employees' knowledge of such incident. Any retroactive settlement will be made as of the date of filing of the grievance.

11. On all hearings the Superior Officer Representative or his designee plus the employee will be present. Employer does not have the right to hold a meeting or a hearing without the presence of the Superior Officer Representative or his designee.

## 21. EXTRADITION DUTY

Any member of this bargaining unit who is assigned to extradition duty shall be compensated at the rate of twenty-five dollars (\$25.00) per diem and shall additionally be reimbursed for lodging expenses and travel expenses. It is understood that the employee will submit the required receipts containing the details of all claimed expenses.

It is further understood that a pro-rata diem payment will be made as follows:

1. Four (4) hours or less - or one (1) meal = \$10.00
2. Four (4) to six (6) hours - or two (2) meals = \$15.00
3. Six (6) to eight (8) hours - or three (3) meals = \$25.00



## 22. FALSE ARREST INSURANCE

The Employer shall continue to provide false arrest insurance at the same levels as previously provided. It is understood that the Employer may choose to provide the insurance in any form at its discretion including self-insurance.

### 23. TRANSFER BENEFITS

When an Officer is transferred and/or reassigned to another section or department, he/she shall retain his/her accumulated sick leave, vacation, unused personal days, and County seniority without prejudice.

24. IN-SERVICE EDUCATIONAL TRAINING

All in-service educational training shall be held during normal working hours. In the event that said training must be held after the regularly scheduled work day, each attending employee shall be compensated at the rate of time and one-half (1½) of their regular hourly rate. Excluded from this clause is the Basic Police Training Course Requirement and any other voluntary special training courses.

## 25. SHERIFF'S INVESTIGATIONS

In an effort to insure that departmental investigations where a member of the force is a target of a criminal or disciplinary offense wherein the investigation is no longer investigatory but accusatory are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of that member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, or during usual business hours, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Sheriff or Undersheriff. Usually it will be at the Sheriff's or Undersheriff's Offices or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations shall be provided. If he is a potential target of the investigation, he shall be advised.

4. The questioning shall be reasonable in length. Thirty (30) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association Representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which opportunity shall not delay the interrogation beyond one (1) hour for consultation with his Association Representative, nor more than two (2) hours for consultation with his attorney.

7. In cases other than departmental investigation, if a member of the force is under arrest or if he is suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

In the event any Officer shall be suspended, regardless of the duration of such suspension, he shall be entitled upon request to a hearing as soon as possible after the suspension by the Sheriff or his designee. The Officer shall be entitled to legal representation throughout said hearing.

## 26. SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other unit or tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall remain in full force and effect.

The Employer and the P.B.A. shall renegotiate a replacement provision that shall supercede the invalid provision. Said renegotiation shall commence no later than fifteen (15) days following the termination of the invalid provision.

Savings Clause: It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become a part of this Agreement.

It is understood and agreed that all common policy fringe benefits emanating from a County policy pursuant to a Board of Chosen Freeholders decision, will accrue to the employees of the Association over and above current contract.

### Emanating Policy

It is mutually further understood and agreed that any emanating County policy will become a part of this Agreement.

27. MANAGEMENT RIGHTS

All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer only to such limitations as are specifically provided in this Agreement.

28. NO STRIKE, NO LOCKOUT

Neither the Union nor the Employer or employee shall instigate, sponsor, promote, engage in or condone any strike, concerted work stoppage, lock-out or any other intentional interruption of work. (In accordance with New Jersey Statutes Annotated, Constitution of the State of New Jersey, Article 1, Paragraph 19).



29. MILITARY LEAVE

Military leave will be governed by N.J.A.C. 4:1-17.3 and  
N.J.S.A. 38:23-1.1.

30. TUITION AID

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accord with the policies and procedures established for the Middlesex County Tuition Aid Program, subject to the availability of existing funds.

### 31. OCCUPATION FUNCTIONS

It is agreed that a Superior Officer will not be required to perform any duties that are not specifically defined in N.J.S.A. - 40A:9-117.6 for all levels of Sheriff's Officers. All other personnel will not perform the duties normally assigned to Superior Officers except in emergency situations or unforeseen circumstances where a Superior Officer cannot be contacted and is not available.

### 32. EMERGENCY DEFINITION

"Emergency" means any situation which jeopardizes the public health, safety and welfare, as defined by state law or ordinance; and requires alteration of scheduled work hours, shifts, and/or personnel assignments or any unforeseen circumstances.

### 33. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1986 until December 31, 1987, and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1986. This contract will be reopened for 1987 contract negotiations for the sole purpose of re-negotiating wages.

All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

This Agreement may be reopened by either party for the 1988 contract negotiations upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31, 1987.

COUNTY OF MIDDLESEX  
By Its Board of Chosen Freeholders

Attest:

St. Vincent Covino

Association President  
P.B.A. Local #165A

Capt Vincent DiPano

Association Representative  
P.B.A. Local #165A

Joseph C. Spicuzzo

Joseph C. Spicuzzo  
Sheriff

Marie J. MacWilliam

Marie J. MacWilliam  
Clerk of the Board

Stephen J. Capestro

Stephen J. Capestro, Director  
Board of Chosen Freeholders