

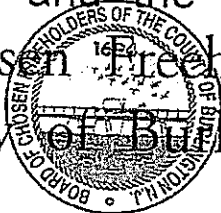
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2003 - 2005

COLLECTIVE  
NEGOTIATING  
AGREEMENT

By and Between

Sheriff of Burlington County  


and the  
Board of Chosen Fireholders for the  
County of Burlington  


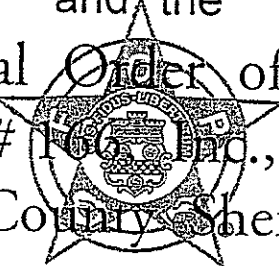
and the  
Fraternal Order of Police  
Lodge # 166, Inc., for the  
Burlington County Sheriff's Officers  


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## PREAMBLE

This Agreement entered into between the Sheriff of Burlington County, hereinafter referred to as the "Employer" as set forth in the applicable statutory provisions, and the Board of Chosen Freeholders of the County of Burlington, hereinafter referred to as "the County", and New Jersey Fraternal Order of Police, Local Number 166, Inc., hereinafter referred to as the "Association", has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of equitable and peaceful procedures for the work and other conditions of employment of the members of the Association and all members of the collective negotiating unit for whom the Association negotiates.

## ARTICLE I RECOGNITION

A. Recognition. The Sheriff and the County recognize the Association as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for Sheriff's Officers, Sergeants and Lieutenants. Specifically excluded from this bargaining unit are all Sheriff's Investigators pursuant to N.J.S.A. 40A:9-117a and all other classifications of employees employed by the County of Burlington not listed above. This recognition, however, shall not be interpreted as having the effect of or in any way abrogating the rights of employees as established under Chapter 303, P.L. 1968, as amended. The rules and regulations of the New Jersey Department of Personnel that apply to Officers or other employees covered by this Agreement are hereby acknowledged to be part of this Agreement.

## ARTICLE II DUES CHECK OFF AND AGENCY SHOP

A. Check Off: The County hereby agrees to deduct Association membership dues each month from the pay of those employees who request in writing that such deductions be made. The amounts deducted shall be certified to the County by the Treasurer of the Association and the aggregate deductions of all Officers or other employees shall be remitted monthly to the Association Treasurer together with a list of all employees from whom deductions were made. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee in writing and in duplicate, with the original being sent to the Association and the copy to the Burlington County Treasurer in accordance with the provisions of N.J.S.A.52:14-15.9e, as may be amended. Such revocation shall be effective as to all such deductions as of the January 1 or July 1 next succeeding the date on which such revocation is filed as stated above, whichever is earlier. The Association agrees to indemnify and hold the County and its agents harmless against any and all claims, suits, orders of judgments brought or issued against the County with regard to the dues check off, except for any claims that result from negligent or improper acts of the Employer or its Agent or servants.

B. Agency Shop: The Sheriff and the County agree to deduct the fair share fee from the earnings of those employees who are not members of the Association and to transmit said fees to the Treasurer of the Association pursuant to the following procedures and schedules:

1. The deduction shall commence for each employee who is not a member of the Association during the month following written notice from the Association of the amount of

the fair share assessment. A copy of the written notice of the amount of the fair share assessment must be furnished to the New Jersey Public Employment Relations Commission.

2. The fair share fee for the services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association. In no event, however, shall the fair share fee exceed a sum equal to eighty five percent (85%) of the regular membership dues, fees and assessments.

3. The sum representing the fair share shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for those employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County or the Sheriff.

4. Prior to January 1 and July 1 of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the County, the Sheriff and all employees in the bargaining unit the information necessary to compute the fair share fee for the services enumerated above. The County and the Sheriff agree to provide any such information within their possession or control to the Association within ten (10) days of receipt of written request therefore from the Association or its duly authorized representative.

5. The Association shall establish and maintain a procedure whereby any employee may challenge the above fair share assessment as calculated by the Association. The appeal procedure shall in no way involve the County or the Sheriff or require the Sheriff or the County to take any action other than to hold the fee in escrow pending a resolution of the appeal.

6. County Held Harmless: The Association hereby agrees that it will indemnify and hold harmless Burlington County, the Burlington County Board of Chosen Freeholders, and the Sheriff of Burlington County from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the County in accordance with this provision. The County, the Board of Chosen Freeholders and or the Sheriff shall not be liable to the Association for any retroactive or past due representation fee for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

### **ARTICLE III COLLECTIVE NEGOTIATION**

A. Collective negotiation with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Those parties shall be the President of the Association or its designee, the Board of Chosen Freeholders of Burlington County or its designee, and the Sheriff of Burlington County or designee, in accordance with N.J.S.A. 40A:9-117.

B. Collective negotiating meetings shall be held at times and places mutually

convenient at the request of any party.

C. Employees of the Employer who may be designated by the Association to participate in collective negotiating sessions and called for the purpose of the negotiation of a Collective Negotiating Agreement will be excused from their work assignments.

D. The Employer shall permit members of the Association's Negotiating Committee to attend Collective Negotiating meetings during the duty hours of the members. However, only three (3) members of such Committee shall be permitted to attend such meetings without loss of pay or time.

#### **ARTICLE IV DISCRIMINATION & COERCION**

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of a membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin, handicap, political affiliation, sexual orientation, religion, nationality, or marital status.

For the purposes of this Agreement he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

#### **ARTICLE V ADMINISTRATIVE RULES AND REGULATIONS**

The Employer and the Association agree that all rules promulgated by the New Jersey Department of Personnel, Public Employment Relations Commission or the New Jersey Police Training Commission concerning hiring, firing and training practices or any other matters, whether or not specifically covered in this Agreement, shall be binding upon all parties. The Employer and the Association agree to abide by these Department of Personnel, Public Employment Relations Commission and Police Training Commission Regulations.

#### **ARTICLE VI SALARIES**

A. 2003 - 2005 Salary guides

1. January 1, 2003

Superior Officers:

Lieutenants	\$53,700
Top two Sergeants	\$52,500
Next Sergeant	\$50,000
Junior Sergeants (3)	\$47,500

Sheriff's Officers:

Date of Hire:

2003	Step 1	\$26,000
2001-2002	Step 2	\$28,000
2000	Step 3	\$30,500
1999	Step 4	\$33,000
1998	Step 5	\$35,500
1995-1997	Step 6	\$38,000
1993	Step 7	\$40,500
Pre-1992	Step 8	\$44,500*

\*Employees whose base salaries exceed the maximum shall receive \$1,500 added to their 2002 base pay.

2. January 1, 2004

Superior Officers:

Lieutenants	\$56,247
Sergeants (with 2 or more years of experience)*	\$54,747
Sergeants (with less than 2 years of experience)*	\$52,747

\*As of January 1, 2004.

Sheriff's Officers:

Date of Hire:

2004	Step 1	\$32,500
2000-2003	Step 2	\$34,500
1998-1999	Step 3	\$36,286
1996-1997	Step 4	\$38,045
1995	Step 5	\$42,000
1993	Step 6	\$46,000
Pre-1992	Step 7	\$50,747

3. January 1, 2005

Superior Officers:

Lieutenants (with 2 or more years of experience)*	\$59,777
Lieutenants (with less than 2 years of experience)*	\$58,277
Sergeants (with 2 or more years of experience)*	\$56,777
Sergeants (with less than 2 years of experience)*	\$54,777

\*As of January 1, 2005

Sheriff's Officers

Date of Hire:

2005	Step 1	\$33,800
2004	Step 2	\$35,880
2000-2003	Step 3	\$37,737
1998-1999	Step 4	\$39,567
1996-1997	Step 5	\$43,680
1995	Step 6	\$47,840
Pre-1994	Step 7	\$52,777

B. Credit for Prior Law Enforcement Experience

The Sheriff in his sole discretion may hire a new employee who is currently certified by the New Jersey Police Training Commission at a salary up to thirty-three percent (33%) above the minimum base salary established for a Sheriff's Officer in recognition of the candidate's prior law enforcement experience and training. The paragraph is expressly limited to newly hired Sheriff's Officers and shall not be applicable to Sheriff's Officers employed as of the date of the execution of this Agreement.

C. Retroactivity

For employees who are hired prior to the signing of this Agreement to be covered by this Agreement an employee shall have maintained continuous full-time employment up to and including the date of full execution by both parties with the exception of those employees who have retired from employment with Burlington County. Additionally retroactive compensation and benefits shall be paid to the estate of any Sheriff's Officer who has passed away prior to the signing and full execution of the agreement.

**ARTICLE VII WORK SCHEDULES**

The existing work schedule shall remain in effect, however, effective March 28, 2004, 12:01-a.m. the following work schedule shall be implemented:

A. Sheriff's Officers shall work according to a basic schedule established by the Sheriff.

B. The regular schedule for Sheriff's Officers shall be Monday through Friday 8:30 AM to 5:00 PM. The work day shall be eight (8) and one-half consecutive hours per day including one-half hour unpaid lunch break. The work week shall be forty (40) hours per week. Said work days shall be followed by two (2) consecutive days off except as otherwise provided in Paragraph E & F.

C. The Sheriff in his sole discretion shall have the right, for efficiency of operations,



✓

to make changes in the starting and stopping time of the regular schedule-as set forth in Paragraph B of this Article between the hours of 7:00 AM to 8:00 PM, Monday through Friday upon seven (7) calendar days notice to the affected employee.

D. If for any reason, the Sheriff, in his sole discretion, determines that the efficiency of operations requires a change in the starting and stopping time of the regular schedule but cannot comply with the notice provisions as set forth in Paragraph C of this Article, the affected employee shall be granted overtime compensation for all hours worked outside of that employee's regular shift as set forth in Paragraph B of this Article up to and including seven (7) calendar days.

E. Nothing within the provisions of this Article shall be interpreted or construed to modify or alter the flexible work hours or schedules of Sheriff's Officers who work in the Civil Process Unit, Community Services Unit, the Warrants Unit and the Fugitive Unit.

F. Community Policing - Officers assigned to the Community Policing Unit shall have to work a schedule designed to conform to the needs of the municipality. Typically, this schedule will consist of four consecutive ten-hour days or five consecutive eight hour days within every given seven day work week. However, if this schedule exceeds more than 80 hours in a two week work period the officer shall be entitled to overtime compensation as set forth in Article VIII, paragraph J. The Sheriff shall provide at least seven calendar days notice before making any changes in an officers work schedule, where practicable.

#### **ARTICLE VIII OVERTIME**

The existing overtime provisions shall remain in effect, however, effective March 28, 2004, 12:01 a.m. the following shall be implemented:

A. Except as specified in Paragraph "D" hereinbelow, all overtime shall be distributed equally and by seniority, whenever practicable, from a list maintained by the Sheriff's Department for the Officers covered by this Agreement who have been certified by the Police Training Commission and those Officers employed prior to the enactment of the Police Training Act of 1968 provided that such Officers qualify annually in the handling of their weapons.

✓ B. Except as provided in Paragraph "D" hereinbelow, all extradition duty shall be distributed equally and by seniority from the list described in Paragraph "A" hereinabove.

C. Whenever overtime is refused by an Officer, such overtime shall be offered to the next Officer whose name appears on the seniority list described in Paragraph "A" hereinabove and the Officer refusing shall not be considered for overtime until every other Officer on said list shall have thereafter been offered the opportunity for overtime. When an Officer works any overtime detail on the weekend (12:00 AM Saturday to 12:00 AM Monday) and is asked to work another overtime detail in the same weekend, said Officer shall not be charged with an overtime refusal if said Officer elects not to work the second detail.

D. Whenever overtime is required on a given assignment, said overtime shall be offered first to the Officer already working on that job assignment at the time, and the remaining

Officer or Officers shall be placed in their respective positions on the list and thereafter personnel shall be selected by seniority as set forth in Paragraph "A" through "C", inclusive, hereinabove.

E. Whenever an Officer is required to appear in Court as a result of a job-related incident occurring while on duty, other than during such Officer's regular duty hours, such Officer shall be compensated at the overtime rate. Officers shall provide seven (7) days notice if available. However, if such notice is not available, the officer shall notify the Sheriff or designee as soon as reasonably possible.

F. When upon completion of a full shift an Officer is required to work a full second shift, he should also be entitled to a second one-half hour meal break on the second shift. Overlapping shift shall be considered as full shifts.

G. Overtime compensation shall be granted for any time worked outside the regular shift as set forth under Article VII, Paragraph B with the exception of a change in an Officer's regular shift pursuant to Article VII, Paragraph C.

H. Whenever an Officer is required to work through such Officer's normal one-half hour lunch, the Officer may request a later lunch break. The granting of such a request shall be at the discretion of the Sheriff if the workload permits. If an Officer's request is not granted by the Sheriff, he shall be compensated at the overtime rate pursuant to paragraph L of this Article.

I. Whenever any Officer is called to work on the Officer's off duty time after signing off for the day, the Officer shall be paid or receive compensatory time off at the Officer's election subject to the provisions of Paragraph "L" and at the overtime rate for a minimum of two (2) hours or for actual time worked, whichever is greater.

J. The overtime rate shall be one and one-half (1 1/2) times the regular hourly rate for the particular Officer involved for all overtime worked other than as set forth in Paragraph "K" hereinbelow. However, sick time shall not be considered as time worked. The hourly rate shall be computed as follows: The annual salary of the employee shall be divided by the number of working days per year, the product of which shall be divided by eight (8).

K. The overtime rate for any time worked on a holiday as defined in Article VIII of this Agreement shall be one and one-half (1 1/2) times the regular hourly rate for the particular Officer involved, provided, that no such Officer shall suffer loss of any holiday pay or credit for any such time worked.

L. Any Officer who works "overtime" as defined in this Article shall be compensated at the Officer's election either in cash or in the form of compensatory time off under the following conditions:

1. An officer may accrue up to a maximum of one hundred thirty (130) hours of compensatory time at any one time. All hours accumulated above one hundred thirty (130) hours compensatory time, shall be paid. Any unused or accrued compensatory time remaining at the end of the calendar year shall be paid; except that at the request of an officer, subject to the approval of the Sheriff or designee based upon the needs of the Department, accumulated

compensatory time may be carried into the following year.

2. Requests for the use of accrued compensatory time shall be submitted in writing to the Sheriff no later than forty-eight (48) hours prior to the time the compensatory time is to be taken.

3. Requests for the use of accrued compensatory time shall be granted unless such time off interferes with the proper and efficient operations of the Sheriff's Office.

M. In recognition of flexible schedules of Sheriff's Officers assigned to the Civil Process Unit, the Warrants Unit and the Fugitive Unit, the entitlement to overtime compensation shall accrue after completion of eight (8) hours of paid service, other than sick leave, in any work day and/or forty (40) hours of paid service, other than sick leave, in any work week.

N. If an Officer is required to be on "standby", the Officer will receive one (1) hour of overtime for every twenty-four hours, or portion of 24 hours, on "standby".

#### **ARTICLE IX HOLIDAYS**

A. The following paid holidays will be observed:

1. January 1, known as New Year's Day
2. Third Monday in January, known as Martin Luther King's Birthday
3. February 12, known as Lincoln's Birthday
4. Third Monday in February, known as Washington's Birthday
5. Good Friday
6. Last Monday in May, known as Memorial Day
7. July 4, known as Independence Day
8. First Monday in September, known as Labor Day
9. Second Monday in October, known as Columbus Day
10. General Election Day
11. November 11, known as Veterans Day
12. Fourth Thursday in November, known as Thanksgiving Day
13. Friday after Thanksgiving Day
14. December 25, known as Christmas Day

B. Holidays which fall on Saturday shall be observed on the previous Friday and those which fall on Sunday shall be observed on the following Monday.

C. During the calendar year, employees who have previously taken a sick day before or after a holiday shall be required to provide a doctor's note for any further such absences for the remainder of the calendar year. Should the employee fail to provide the required doctor's note he shall not receive holiday pay for that holiday.

D. Any other holidays granted to all County employees by the Board of Chosen Freeholders shall apply to employees of this unit.

E. Officers assigned to the Community Policing Unit shall be credited with eight (8) hours of compensatory time in any work week in which Sheriff's officers working a Monday through Friday schedule received a paid holiday pursuant to Paragraph A above and the holiday falls on a day when the Community Policing Officer was not assigned to work.

## ARTICLE X ANNUAL VACATION

Full-time employees covered by this Agreement shall be entitled to the following annual vacations with pay subject to scheduling approval by the Sheriff.

A. New employees shall receive one (1) working day for the initial month of employment if he/she begins work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one-half (1/2) working day for the month. Employees who begin work after the 23rd day of the month shall not receive any paid vacation for that month. All such time shall be credited on the 1st day of the following month.

B. After the initial month of employment and up to the end of the first calendar year, all employees shall receive one (1) working day, credited on the first day of the following month, for each month of service. Thereafter, all employees shall receive paid vacation as follows:

1 year and up to 5 years	12 days
after 5 years and up to 12 years	15 days
after 12 years and up to 20 years	20 days
after 20 years and over	25 days

Vacation days based upon years of permanent service are credited on January 1 in the calendar year of the employee's anniversary. Vacation hours are calculated based on seven (7) hour work day, thirty-five (35) hour work week. Vacation time for officers working other than this schedule, such as community policing, will be adjusted accordingly based on the number of hours in the work day and work period. However, effective March 28, 2004 vacation hours shall be calculated on an eight (8) hour work day, forty (40) hour work week.

C. When in any calendar year the vacation, or any part thereof, is not granted by reason of necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only. If not granted by reason of necessity of work in that succeeding calendar year, such time not used shall be paid at the first year's rate. Vacation time not requested in the calendar year earned shall lapse.

D. All vacation time is to be taken only as credited. Although each employee is credited with his/her vacation time at the beginning of the calendar year, vacation time is earned on a pro-rated basis. The amount of time earned shall be pro-rated to calculate time owed to the County should an employee leave County service for any reason. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more vacation has been taken than has been earned.

E. Any employee who is laid off, discharged, retired or separated from the service of

the County, for any reason, prior to taking their vacation, shall be compensated in money for their accumulated earned but unused vacation time.

F. In order not to hamper proper and efficient Sheriff's operations, both parties agree that the scheduling of vacations must be left to the Employer but the following conditions shall be observed in such scheduling:

1. Selection of vacation shall be based on seniority.
2. No employee shall be permitted to take more than three (3) consecutive weeks vacation at one time, unless mutually agreed upon by the parties.
3. With respect to any conflict in vacation scheduling, seniority shall prevail.
4. A minimum of two (2) weeks notice will be given to the Sheriff of an officer's intent of using five (5) or more days vacation.
5. A minimum of one (1) weeks' notice shall be given to the Sheriff of intent to take two (2) to four (4) days, inclusive, of vacation.
6. A minimum of twenty-four (24) hours notice will be given to the Sheriff of an officer's intent to use one (1) day of vacation.
7. Vacation time requests of five (5) days or more made by April 1 of any year, and granted, shall vest, shall not be subject to bumping, and shall not be subject to cancellation except in the event of a dire emergency requiring mobilization of the entire Department.

G. If a permanent employee dies having vacation credits, the sum of money equal to the accumulated vacation, calculated at the Officer's salary rate upon their death, shall be paid to the Officer's estate.

#### ARTICLE XI SICK LEAVE

A. Full-time employees shall be entitled to the following sick leave with pay.

1. New employees shall receive one (1) working day's sick leave credit for the initial month of employment if he/she begins work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one-half (1/2) working day's credit for that month. Employees who begin work after the 23rd day of the month shall not receive any paid sick leave for that month. All such time shall be credited on the 1st day of the following month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. After completion of one (1) year of service, each employee shall be eligible for fifteen (15) sick days for each year of service.

B. Sick leave may be taken as credited. Although each employee is credited with fifteen (15) sick days after the first calendar year, sick time is earned at one and one-quarter (1 1/4) days per month for purposes of computing time owed to the County in the event an employee should leave prior to the completion of that calendar year and, having used all credited sick time. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more sick leave has been taken than has been earned.

C. Paid sick days shall not accrue during a leave of absence without pay.

D. An employee who exhausts all accumulated paid sick days in any one (1) year shall not be credited with additional paid sick leave days until the beginning of the next calendar year.

E. Sick leave is defined to mean absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his position, or exposure to contagious disease or quarantine. Sick leave may also be requested for the following reasons:

1. Attendance, for a reasonable period of time, upon a member of his/her family who is seriously ill and requiring the presence of such employee. Written documentation regarding the serious illness and/or the need for the presence of the employee may be required. Family is defined as spouse, parents, children, grandparents, or anyone residing in the same household. For good cause shown, upon request and approval of the Sheriff or Undersheriff, this definition of family may be expanded.

2. Up to five (5) working days may be requested for a death in the immediate family to include spouse, parents, parents-in-law, children, grandparents, or siblings. Upon request and approval of the Sheriff, this definition may be expanded.

F. If an employee is absent for five (5) consecutive working days for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the form prescribed.

G. If it is reasonably suspected that the employee is abusing the sick leave privilege, the Sheriff may require the employee seeking leave to submit proof of illness. If the sick leave is not approved, the employee will suffer loss of pay for such time.

H. An employee who does not expect to report for work because of personal illness for any of the reasons included in the definition of sick leave hereinabove set forth shall notify his immediate supervisor, by telephone or personal message prior to the commencement of the normal work day. If an employee does not report as stated above without just cause, as determined by the Sheriff, such employee will suffer loss of pay.

I. Sick leave claimed by reason of quarantine or exposure to contagious disease shall be approved upon presentation of the certificate of the local department of health, and in cases of

death in the family, upon such reasonable proof as the appointing authority shall require.

J. Employees who have exhausted their sick leave benefit and who wish to substitute vacation, personal leave or any other compensable time shall make such request to the Sheriff who may approve such request based upon merit.

K. An employee shall not be reimbursed for accumulated sick leave when leaving the County service except for retirement, as provided for in Article XXIV Retirement.

## **ARTICLE XII INJURY AND DISABILITY LEAVE**

A. Any Sheriff's Officer who is disabled because of an occupational injury or illness shall be covered by the provisions of the New Jersey Workers' Compensation law from the day of injury or illness. Said employee shall be eligible for a leave of absence for the entire period of disability. Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability in accordance with the eligibility criteria established by the New Jersey Workers' Compensation law. Said employee shall also receive sick and vacation leave credit during the period of their disability. However, such time shall be credited only upon the return of the employee to work. Personal leave credits shall not accrue during this period of disability.

B. Any employee who is disabled for a period of more than five (5) consecutive working days as a result of an occupational injury or illness directly attributable to the unique duties and responsibilities of a Sheriff's Officer shall be granted a leave of absence with full pay for the entire period of disability; however, such leave of absence is limited to a maximum period of one (1) year from the date of injury or illness. In the event that five (5) or more sick days are charged against the employee, said sick days shall be returned and credited to the employee's sick leave bank. A disability determination panel (DDP) consisting of the Freeholder Director, or designee, the Sheriff and a mutually agreed upon neutral third party member chosen by the Sheriff and the Board of Chosen Freeholders shall determine whether an injury is directly attributable to the unique duties of a Sheriff's Officer. The determination made by the panel shall be binding. Payment for such disability shall not be in addition to Workers' Compensation Benefits. This paragraph shall not be applicable to, and specifically excludes any claims, filings, or conditions which were made or existed prior to the date of execution of this Agreement.

C. Employees returning from an authorized leave of absence as set forth in Paragraph "A" and "B" above shall be restored to their original job classification at the appropriate rate of pay with no loss in seniority, sick days or other employee rights, privileges and benefits except as modified above.

D. Medical Verification. The Sheriff shall require that an employee receiving benefits under this Article provide adequate and acceptable certification from the County's treating physician as to the nature of the condition, injury, illness or other disability from performance of duties and treatment thereof and such demand for certification may be repeated on a reasonable periodic basis during the period of disability.

E. In the event the coverage or benefits available to other employees under the above

Plan are increased or expanded, or the County adopts a broader or more favorable plan of disability insurance for any of its employees, such increase or improvement in benefits shall also apply to all employees covered by this Agreement.

F. The County will comply with existing Federal COBRA regulations regarding continuation of health coverage.

G. If any employee is absent from work from 5 to 7 days arising out of an injury, disability or illness attributable to his unique duties as a Sheriff's Officer so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his sick leave accumulation so long as the employee substantially proves that his illness, disability or injury arose out of his/her unique duties as a Sheriff's Officer. Such determination shall be at the sole discretion of the Sheriff.

### **ARTICLE XIII PREGNANCY DISABILITY LEAVE**

A. An employee who requests leave without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions of sick leave or leave without pay. The Sheriff may request acceptable medical evidence that the employee or the Officer is unable to perform her work because of disability due to pregnancy.

B. An employee may use accrued leave time (for example sick, vacation, personal, compensatory or other administrative leave time) for pregnancy disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey State Temporary Disability Insurance benefits.

### **ARTICLE XIV PERSONAL LEAVE**

A. Each employee shall be eligible for three (3) personal leave days with pay for personal business with no accumulation of such leave from year to year. New employees in the County service shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment.

B. An employee shall give no less than twenty-four (24) hours advance notice of his/her intent to take a personal leave day, except in the case of a personal emergency in which case the employee may give less than 24 hours notice. The employee's request for personal leave shall not be denied unless that leave would substantially interfere with the proper functioning of the Department.

C. In the event of retirement or termination, deductions will be made from the final pay of the employee for used but unearned personal leave time. Personal leave may be taken for periods of less than one full day.

### **ARTICLE XV LEAVE OF ABSENCE**

A. A permanent employee holding a position in the classified service who is



temporarily either mentally or physically incapacitated from performing such employee's duties or who desires to engage in a course of study such as will increase such employee's usefulness on return to the service, or who for any reason considered good by the Sheriff and the Board desires to secure leave from regular duties may, with the approval of the Sheriff and the Board, be granted special leave of absence without pay for a period not exceeding six (6) months. With the approval of the Sheriff and the Board, such leave may be extended for an additional period not exceeding six (6) months. Any employee requesting special leave without pay shall submit a request in writing stating the reason why, in such employee's opinion, the request should be granted, the desired date for the leave to begin, and the probable date of return of duty.

B. Employees returning from authorized leaves of absences as set forth above will be restored to their original classifications at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits, provided, however, that sick personal leave, vacation leave and clothing allowance credits shall not accrue, but rather be pro rated per diem, except for those on military leave. This paragraph shall not be in conflict with N.J.A.C. 4A:6-1.

#### **ARTICLE XVI BREAKS**

All employees on Court detail shall receive two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon to be scheduled at the discretion of their supervisor. If the supervisor does not permit the break, the Officer is to be paid for the break time at the straight time rate or said time may be added to the officer's lunch break.

#### **ARTICLE XVII MILITARY DUTY**

The existing federal and state statutes with regard to leave for military service in their present state or as they may be amended will be observed by both parties hereto. The benefits under these applicable statutes shall be provided for any eligible employee in this bargaining unit.

#### **ARTICLE XVIII FAMILY LEAVE**

Family leave as set forth in N.J.S.A. 34:11B-1 et seq. and the Federal Family and Medical Leave Act of 1993, 29 U.S.C. 2601 et seq. shall be available to all employees covered under this Agreement pursuant to the terms of those acts.

#### **ARTICLE XIX JURY DUTY**

If an employee is called to serve on a Jury, such employee shall continue to receive his regular pay and the service time will not be deducted from his vacation if his Jury check is turned over to the County Treasurer's Office for the number of days absent from his employment. This time must be reported on the daily report form.

#### **ARTICLE XX EDUCATION BENEFITS**

A. All permanent employees shall be eligible for reimbursement of courses which are job related provided that a written request to and approval is received from the Sheriff. If such approval is granted, the employee must submit evidence of successful completion of the course

with a grade equivalent to a "C" or higher. The amount of reimbursement shall not exceed the equivalent of the cost of six (6) credit hours at Rutgers, The State University of New Jersey, per semester.

## ARTICLE XXI UNIFORM ALLOWANCE

A. Effective January 1, 2003 each Sheriff's Officer will, after completing the first full year of service and for each year thereafter, receive a uniform/maintenance allowance as listed below:

2003	\$700
2004	\$750
2005	\$775

All Sheriff's Officers shall be responsible to ensure that all uniform items are in conformance with specifications approved by the Sheriff. The failure on the part of any employee to maintain his/her uniform in conformance with the Sheriff's approved specifications may be cause for disciplinary action. The uniform/maintenance allowance shall be for the purpose of cleaning, purchasing or otherwise maintaining their uniforms and therefore no taxes will be withheld. The annual uniform/maintenance allowance shall be paid in a lump sum on or before April 1 of each calendar year.

B. The parties expressly recognize that it is the Employer's exclusive and unilateral right to determine whether any or all of its employees shall be required to wear uniforms or adhere to other dress requirements. In the event that an employee is required to wear his/her own civilian clothing while on duty, said employee shall receive compensation at the above annual uniform/maintenance rate.

C. New employees who have successfully graduated from the Police Academy shall be provided with the full complement of clothing and appropriate equipment at County expense in conforming with the specifications in all respects. New employees who have received a full complement of new clothing/equipment pursuant to this article shall not be eligible to receive the yearly cash allowance in accordance with this article for a one year period following the date they received such complement. Such employees shall be eligible to receive a pro rated cash uniform allowance as set forth in paragraph "A" of this Article for the remainder of the calendar year in which the "one year new clothing/equipment restriction" expires.

D. \*The standard uniform issue shall include the following:

- 5 pairs trousers
- 5 shirts, long sleeve (winter)
- 5 shirts, short sleeve (summer)
- 1 all weather coat
- 1 winter hat
- 1 summer hat
- 1 raincoat
- 3 ties

- 5 winter shirts
- 5 summer shirts
- 1 pair service boots, winter
- 1 pair service shoes, low quarter, summer
- 1 over belt
- 2 silver stars, breast, 7 pt.
- 2 gold stars, breast, Officers, 7 pt.
- 1 silver star, hat, 7 pt.
- 1 gold star, hat, Officers, 7 pt.
- 1 holster
- 1 ammunition pouch
- 1 double handcuff case
- 1 pair unit insignias, silver
- 1 pair unit insignias, gold: (Officer)
- 1 name tag, silver
- 1 name tag, gold: (Officer)
- 1 bar, tie w/7 pt. star, N.J. State Seal, silver: (Officer)
- 1 bar, tie w/7 pt. star, N.J. State Seal, gold: (Superior Officer)
- 2 gold bar: rank insignia metal: (Lieutenant)
- 10 gold rank: insignia cloth sew-on: (Lieutenant)
- 12 black and silver chevrons: rank cloth sew-on: (Sergeant)
- 1 holder, badge: I.D. Model 7208, safariland
- 1 underbelt: #51, black, safariland
- 6 keepers: #62v, black, safariland
- 1 PR-24
- 1 PR-24 keeper
- 1 weapon as determined by the Sheriff
- 1 latex glove pouch
- 1 Vest, safariland hyper-light, level III A  
or equivalent quality as determined by the Sheriff

\*Officers who have received the 1999 standard uniform issue to include the winter and light weight jacket, shall receive in the calendar year 2000, one all weather coat as approved by the Sheriff.

E. An inventory of available equipment shall be maintained by the Sheriff or designee and shall be checked prior to submitting a purchase order for new employees. All Sheriff's Officers shall maintain and wear the proper uniform for Sheriff's Officers as prescribed herein. The Sheriff shall submit a purchase order for the new clothing if needed.

F. Personal items destroyed or damaged by violent and intentional acts during the course of employment shall be replaced and repaid by the County and reimbursement shall be made to the employee based on voucher submission and proof of loss. Personal items include eyeglasses, prescription sunglasses, contact lenses, dentures, wedding bands, engagement rings and watches. Replacement and repayment for watches shall not exceed one hundred fifty dollars (\$150). Such reimbursement shall require appropriate receipts for the cost of equal replacement.

G. All other jewelry not essential to the performance of the Officer's duties and not covered in Paragraph "F" shall be excluded from reimbursement.

H. All uniforms and other equipment that has been issued shall be turned in when the employee leaves the employ of the County and the last paycheck will be withheld until this is accomplished.

I. Uniform specifications pertaining to weight, color, etc., will be determined by the Sheriff.

J. If the Sheriff should decide at any time to change the style and/or the color of the uniform, each Officer shall receive an initial issue of the newly designated uniform as prescribed in the uniform issue of this Article and such issue shall be made at County Expense and shall not be charged against the Officer's annual uniform allowance as set forth in this Article.

**ARTICLE XXII HEALTH BENEFITS**

A. Family Hospital, Surgical and Major Medical or other medical benefits shall be available for all full-time employees on the first of the month after three (3) months of service pursuant to the following provisions:

1. Effective January 1, 2003 all employees shall be covered by a non-contributory comprehensive County self-funded medical, optical and prescription plan to include co-pays as follows:

	Doctor's visits	Prescription Generic	Prescription Brand
1/1/03	\$10.00	\$7.00	\$20.00*
1/1/04	\$10.00	\$7.00	\$20.00*

*\*These rates will be the employee's co-pay, provided there is a generic equivalent available. In the event a generic equivalent is not available, the employee's co-pay will be \$7.00.*

Additionally, visits to the emergency room will have the following co-pays:

1/1/2003 and 1/1/2004: \$25.00

A copy of this plan shall be provided to each employee. In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependants of the employee shall be covered until they reach the age of 21, or if the dependent is in school or, still a dependent (as evidenced by being claimed on the employee's Federal income tax), until age 23. Employees must submit a copy of their Federal 1040 tax form or information from the school that demonstrates that the child is still a dependent or still in school.

Effective January 1, 2005 employees shall be covered by a non-contributory

comprehensive County self-funded medical, optical and prescription plan to include co-pays as follows:

	<u>Doctor's Visits</u>	<u>Prescription Generic</u>	<u>Prescription No Generic Available</u>	<u>Prescription Brand</u>
1/1/05	\$15.00	\$8.00	\$12.00	\$25.00*

\*If generic is available and employee elects brand, employee shall pay applicable co-pay and the difference between generic and brand. If doctor prescribes brand name drug the employee shall pay co-pay only.

Additionally, visits to the emergency room shall have the following co-pays: \$25.00

A copy of this plan shall be provided to each employee. In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependents of the employee shall be covered until the end of the month in which they reach the age of 19, or if the dependent (as evidenced by being claimed on the Employee's Federal income tax), is in school as a full-time student, until the end of the month in which they reach age 23. Employees must submit a copy of their federal 1040 tax form or information from the school that demonstrates that the child is still a dependent and still in school.

2. During the term of this Agreement, there shall be no change in the Health Benefits set forth in paragraph A (1) paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones set forth herein. However, whenever the Employer determines that it may be in its interest to change the health care provider or administrator, advance notice will be given to the Union, along with a copy of the proposed contract. In the event that a change in the health care provider or administrator results in a change in panel providers, all employees will be given advance notice of the change and will be notified of where they can obtain a copy of the list of new health care providers.

3. The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A above.

In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employee's coverage shall be terminated effective the first of the month following the ninetieth day. Said employee shall then be eligible for coverage under the COBRA regulations. Upon returning to work, coverage will be reinstated effective the first of the month following the date of return.

B. Dental

1. The Employer shall pay for and provide an 80/20 family dental plan for preventive, diagnostic and basic benefits.

2. The family program of dental care shall include orthodontics for children only and prosthodontics. Employees eligibility shall be determined in accordance with Paragraph A. (Health Benefits)

a. The maximum payable by the carrier for services other than orthodontic benefits is one thousand dollars (\$1,000) per eligible patient in any calendar year.

b. Orthodontic benefits are subject to a one thousand dollar (\$1,000) maximum per lifetime which is separate from the maximum mentioned above.

C. Eye Care Plan of America

Effective January 1, 1993 employees shall be offered participation in the Eye Care Plan of America.

D. Life Insurance

At the beginning of each enrollment period, permanent employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a five thousand dollar (\$5,000) life policy, premiums for the first one thousand dollars (\$1,000) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4,000) coverage shall be paid by the employee through the payroll deduction plan.

E. Disability Plan

All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan. A copy of the plan is to be provided to each employee. It is understood that this Plan or a plan with equivalent benefits requires the employee to make a contribution of at least fifty percent (50%) of the cost.

F. Should an officer be killed as the result of a violent intentional act at the hand of another person, as determined by the Disability Determination Panel as is set forth in Article XII Injury and Disability Leave, the County shall pay for COBRA coverage for 60 months.

## **ARTICLE XXIII PERSONAL VEHICLE EXPENSES**

Any employee required by express order of the Sheriff or Designee, to use a personal vehicle in the pursuit of proper and necessary County business shall be reimbursed at the mileage rate specified in Internal Revenue Service (IRS) regulations. All personal mileage shall be submitted on the proper forms provided and such mileage shall be computed on a portal-to-portal basis, excluding any travel solely for commuting from the employee's home to the Sheriff's Department. No supervisor shall order any employee to transport anyone in his privately owned

vehicle.

#### ARTICLE XXIV RETIREMENT

A. Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive as lump sum payment as supplemental compensation for each full day earned and unused accumulated sick leave which is credited to her/him, on the effective date of retirement.

The amount of supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed fifteen thousand dollars (\$15,000).

B. Employees who have retired prior to December 5, 1994, with twenty-five (25) years or more of credited service to Burlington County shall have his/her Hospital, Surgical and Major Medical or Health Maintenance (HMO) benefits premium paid by the County. The Employer shall pay up to the same amount toward HMO coverage that it contributes toward basic coverage for each such retiree. Any additional cost for HMO coverage or coverage for eligible dependents shall be the sole responsibility of the retiree. Prior to being eligible for this benefit all retirees who are sixty-five (65) years of age or older must be carriers of Medicare "A" and "B".

C. Any Officer who has retired, or retires after December 5, 1994, and who qualifies for paid health benefits upon retirement based upon twenty-five (25) or more years of credited service with Burlington County as set forth in paragraph B above, shall receive the health benefits plan in effect for the negotiations unit at the time of his/her retirement. Any subsequent changes in the health plan which are negotiated between the parties for the employees in the unit will also apply to those Officers who have retired after the effective date of this Agreement. Prior to being eligible for this benefit, all retirees who are sixty-five (65) years of age or older must be carriers of Medicare "A" and "B". The County shall continue its current practice of payment of full coverage for the first ninety (90) days following the date of retirement regardless of the number of years of service.

#### ARTICLE XXV ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties hereto to participate, during working hours, in negotiations, grievance proceedings, conferences or meetings, such employee shall suffer no loss of pay for such time.

B. Representatives of the Association shall be permitted to transact official Association business on the premises at all reasonable times, with approval of the Sheriff or designee, and provided that this shall not interfere with or interrupt normal operations of the Sheriff's Office. Representatives of the Association should notify at least one (1) person in authority that they are conducting Association business and advise them of their whereabouts.

- C. The Association has use of County buildings at all reasonable hours when appropriately scheduled through the proper authority.
- D. The Association has the use of the bulletin boards and inter-office mail delivery.
- E. The Association may at its expense and upon approval of the Sheriff install bulletin boards for the posting of notices relating to matters and the official business of the Association.
- F. The Employer shall, at its expense, provide the Association with a locked bulletin board.
- G. The Employer agrees to allow the Association representative or their alternates time off with pay in the following instances:
1. Convention delegates shall be granted time off with pay to attend N.J.F.O.P. conventions consistent with N.J.A.C. 4A:6-1.13 and N.J.S.A. 40A:14-177.
  2. State Delegates to N.J.F.O.P., or the President: the day off with pay to attend the monthly State Delegates' meeting;
  3. State Delegates or the President, the day off with pay to attend any State FOP committee meeting of committees of which he/she is a member, or to attend classes on labor issues, not to exceed five (5) days in the aggregate in any given year.
  4. The Employer agrees to allow two (2) Association designated representatives the day off with pay and the use of a Departmental vehicle in order to attend the funeral of any Officer who dies in the line of duty in New Jersey, in order that both the Association and the Sheriff's Department may be properly represented. The Association representatives shall be given the use of a Departmental vehicle if one is available. If such is not available, he/she may use their own personal vehicles and be reimbursed for gasoline mileage at the prescribed rate under Article XXII of this Agreement.
- H. Reasonable written notice of the request to attend any of the functions listed in Paragraph "G" shall be given to the Employer.

#### **ARTICLE XXVI SAFETY AND HEALTH**

- A. The Employer shall at all times maintain a safe and healthful work environment. He will provide the employees with any apparel, firearms, tools or devices reasonably necessary to insure their safety and health.
- B. The Employer and the Association shall each designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general and to make recommendations to either or both parties as appropriate. The safety committee member representing the Association shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities where employees covered by this Agreement are performing



their duties for the purpose of investigating safety and health conditions, during working hours and with no loss of pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Employer.

C. The Employer agrees to insure the safety and adequacy of all working areas and equipment provided for employment use. The Association reserves the right to call upon the Employer, or any appropriate State or Federal agency, to investigate any matter involving work areas, conditions or equipment. Such requests will only be made where the Association feels that the employee is subjected to possible impairment of health or safety.

D. The Employer agrees to provide the Hepatitis B series of three (3) inoculations to all bargaining unit members. The Employer shall also provide free medical tests for any employee who has on the job exposure to, contact sufficient to raise a concern for contraction of a contagious disease, including but not limited to AIDS, tuberculosis, lyme disease, herpes; but excluding colds, flu and other minor illnesses. Should the Sheriff or designee following an investigation of the matter determine that the exposure was not as a result of the officer's unique duties, the officer may be required to repay the County for the cost of such test.

E. The Employer shall make safety equipment available in vehicles, holding cell areas, County buildings, and the first floor of all three (3) County Courthouses, to which offices are assigned. The safety equipment shall include, but not limited to:

- CPR vomit masks (Lateral Model 830011 or better)
- Eye Goggles
- Face Shields
- First Aid Kits (as determined by the Sheriff)
- Latex Rubber Gloves

Equipment shall be inspected and repaired, replaced, or refilled, if found, in the opinion of the Sheriff, to be deficient in operation or supply.

F. Each officer, when assigned or detailed to assignments outside of a building and/or outside of their vehicle, shall be equipped with a County walkie-talkie radio, whenever practical.

G. All officers shall receive yearly tuberculosis and hepatitis screenings. Officers shall be eligible to receive a yearly flu shot if such is made available and at the same cost.

## **ARTICLE XXVII SUPPLY FOR FIREARMS QUALIFICATIONS**

A. The Employer agrees to supply each officer, qualified to carry a weapon with fifty (50) rounds of fresh factory load ammunition semi-annually, for carrying on-duty after each qualification.

B. Each officer will be given sixty (60) rounds of practice load ammunition to practice for qualification, one hundred sixty (160) rounds of practice/factory load for requalification, and ten (10) rounds of 00 Buck Magnum loads for shotgun requalification. If any

officer fails to qualify, such officer will be given remedial training, and another additional one hundred eighty (180) rounds of ammunition, one hundred (100) of which will be practice/factory load, to be used for qualification. Practice ammunition will be issued on the Academy range. Officers will be provided, at the Academy range, with two hundred (200) rounds of practice ammunition. After initial issue of ammunition and prior to the issue of new ammunition, all expended casings must be returned to the Employer or his appointed representation.

#### **ARTICLE XXVIII EQUIPMENT AND VEHICLE SAFETY**

A. The County shall furnish vehicles equipped with wire and/or plexiglass screens between the front and rear seats, two (2) outside mirrors and a police radio. When necessary, Officers shall be supplied with portable police radios.

B. The County agrees to conform to all manufacturer and dealer warranty and maintenance requirements on all equipment except in an emergency situation. The County also agrees that it will immediately attempt to effectuate all necessary repairs to such items as radios, outside dome lights, sirens, etc.

#### **ARTICLE XXIX VISITATION OF PREMISES**

Authorized representatives of the Association shall, with the approval of the Sheriff have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal activities relative to the enforcement and policing of this Agreement so long as such visits do not interfere with proper service to the public.

#### **ARTICLE XXX GRIEVANCE AND ARBITRATION PROCEDURES**

A. A grievance is hereby defined as any complaint, controversy, misunderstanding or dispute arising between the Employer and any employee represented by the Association or the Association with respect to the meaning, application or operation of any provision of this Agreement. Should any grievance as defined rise between an employee represented by the Association and/or the Association and the Employer and in order to provide for an orderly method of handling and disposing disputes and grievances among the parties, the procedures herein below set forth shall be followed:

B. Within five (5) days of the date of the grievance or the date in which the grievant or Association representative should reasonably have known of its occurrence an employee with a potential grievance must orally present and discuss his/her complaint with the Sheriff, or his designee, on an informal basis prior to filing a formal Step 1 grievance. An Association representative may be present at such discussions.

##### Step 1:

A grievance must be filed initially within fifteen (15) working days from the date or any date on which the act which is the subject of the grievance occurred, or fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The grievant or Association representative shall prepare his/her grievance in writing,

stating the remedy desired on forms approved by the parties to this Agreement, and submit same to the Sheriff. The Sheriff shall cause the grievance to be scheduled and heard by the Sheriff or his designee within ten (10) working days after receiving it and upon not less than three (3) working days prior written notice to the grievant and Association. The decision shall be made in writing, and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Association representatives and the Board of Freeholders within fifteen (15) working days from the date of hearing.

Step 2:

Upon receipt of an adverse determination by the Sheriff, the grievant or Association representative shall have a period of ten (10) working days to appeal such determination to the Board of Chosen Freeholders who shall schedule, hear and determine the grievance within twenty-five (25) working days after receiving it. The Board of Chosen Freeholders shall hear the grievance de novo and issue a decision in writing and in triplicate and copies thereof, together with copies of the grievance and previous decisions, shall be served upon the employee and the Association representative within the twenty-five (25) working day period.

Step 3:

If the Association is not satisfied with the decision rendered by the Board and upon mutual Agreement by both parties the alleged violation shall be referred to the New Jersey Public Employment Relations Commission for the selection of an arbitrator according to its applicable rules and regulations. All submissions to arbitration must be made within a reasonable time. The arbitrator appointed under this procedure shall interpret the provisions of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement. After hearing the dispute, the arbitrator shall render his decision within thirty (30) calendar days, which decision shall be final and binding upon the parties. The expense of all such arbitration shall be borne equally by the Employer and the Association.

Step 4:

If either party does not agree to submit to arbitration as set forth in Step 3 the grieved employee and the Association shall have all legal rights and remedies afforded by the provisions of the Department of Personnel, Public Employment Relations Act or other applicable laws and statutes.

C. General Rules

1. A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal.

2. Under no circumstances shall the Employer have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by PERC, the Department of Personnel, or any agency of the State of New Jersey or court having

appropriate jurisdiction.

3. **Representation:** At Steps 1-4 of the grievance procedure, the grievant shall be entitled to be represented by a representative of the Association and/or counsel.

4. If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next highest step in grievance procedure.

5. Extensions of time limits may be obtained only by the written consent of the grievant or representative and person designated to hear and determine the grievance.

6. If a grievant accepts a resolution that is not in conflict with this Agreement it shall be final and binding upon the parties.

7. No grievance settlement shall be precedent setting unless mutually agreed to and specifically stated to be precedent setting in writing by both parties.

#### **ARTICLE XXXI DISCIPLINARY PROCEDURES**

A. Employees covered by this Agreement who are summoned to appear before the Sheriff or designee for a disciplinary hearing shall be notified in writing at least five (5) working days in advance of the day on which the hearing is to be held excluding Saturday, Sunday and Holidays.

B. The notice of the hearing shall include specific charges against the employee.

C. Any employee summoned to a disciplinary hearing shall be entitled to be accompanied by a representative of the Association in addition to an attorney of his choice.

D. Whenever an employee covered by this Agreement is summoned for a disciplinary hearing, the Association shall also be notified in the same manner as the employee in order that the employee may be properly represented if he/she chooses.

E. The employee and the Association shall be notified in writing of the results of any such disciplinary hearing within twenty (20) working days of the conclusion thereof and a copy of the same shall also be served upon any attorney appearing of record.

F. Discipline of any employee shall be imposed only for just cause, which just cause may include those causes set forth in the Civil Service Law and Regulations. Nothing in this Article shall be inconsistent with those rights which are provided under Civil Service law and other applicable provisions of law, applicable to employees in this bargaining unit.

G. In determining the appropriate penalty the Employer shall among other factors consider the seriousness and circumstances of the offense, the employees prior record of employment, and shall apply principles of progressive discipline, if applicable.

H. All charges must be filed within forty-five (45) days of the completion of the investigation.

#### ARTICLE XXXII SUSPENSIONS

A. No employee shall be suspended without pay for any Departmental charges or for the commission of any disorderly persons offense without a Departmental hearing in accordance with the Department of Personnel regulations and procedures.

B. In the event of any indictable charges, other than as set forth in Paragraph "A" of this Article, the Employer or its duly authorized designee shall have the right to immediately suspend any such employee without pay.

C. The Association shall be notified of all Departmental charges prior to the hearing as set forth in Article XXIX Disciplinary Procedures of this Agreement and of the results thereof. The Association shall also be notified of any changes in the hearing date in writing a reasonable time prior to the new hearing date.

D. The Association shall be entitled to have a representative present, at the request of any charged employee, at any such hearing, in addition to an attorney. The proceedings shall be stenographically recorded at the request of any party and at the requesting party's expense.

#### ARTICLE XXXIII BILL OF RIGHTS

##### Departmental Investigations:

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the department shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the Employer or designee. Usually it will be at the Employer's office or in the location where the incident occurred.
3. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.
5. No member of the department interviewed in the capacity of a witness or

the subject of an investigation shall be subject to profanity or vulgar language during the course of an interview or interrogation.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the department, 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 department, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

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

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

9. Under no circumstances shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement, unless repealed by statute in case of polygraphs or approved for administrative investigations by the New Jersey Attorney General for voice print examinations.

#### **ARTICLE XXXIV SENIORITY**

A. Seniority shall be defined as an employee's total length of service with the Employer beginning with his/her date of hire.

B. The Employer shall maintain an accurate and up-to-date seniority roster showing each employee's date of permanent employment, classification and pay rate. Such records shall be available to the Association or its representative upon request.

C. Except where New Jersey Department of Personnel statutes require otherwise, in all lay-off and recall situations, employees with the greatest seniority shall be given preference.

D. In the event of any career advancement opportunities, e.g. police academy, specialized schools, etc., permanent Sheriff's Officers shall be given preference according to seniority and job assignment.

#### **ARTICLE XXXV LAY-OFF AND RECALL**

When it is necessary to lay-off employees, the Association shall be notified at once and the protection established by the Department of Personnel shall be observed. These regulations are set in forth in the New Jersey Administrative Code N.J.A.C. 4A:8-1 et seq.

#### **ARTICLE XXXVI VACANCIES**

A. In the event of any vacancy on the table of organization due to retirement, death,

discharge, promotion or voluntary severance from the Department, such vacancy shall be filled in accordance with Department of Personnel regulations.

B. If the existing waiting list is exhausted at the time of the vacancy, the Employer shall request or call for an appropriate test in accordance with Department of Personnel rules and regulations.

#### **ARTICLE XXXVII PROMOTIONS**

A. Any employee promoted from one class or title to a class or title with a higher salary range shall receive a salary increase of two thousand dollars (\$2,000) or to the minimum for the title, whichever is greater.

B. Permanent appointments to promotional positions shall be governed by Civil Service law and the Department of Personnel rules, including but not limited to, probationary periods and retention of rights in former positions in the event that the employee does not successfully complete the probationary period.

#### **ARTICLE XXXVIII STRIKES**

The Association assures and pledges to the Employer that its goals and purposes are such as to condone no strikes by public employees, nor work stoppages, slowdowns or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey, and the Association will not initiate such activities nor advocate or encourage members of the unit to initiate same, and the Association will not support anyone acting contrary to this provision.

#### **ARTICLE XXXIX OUTSIDE EMPLOYMENT**

Every employee planning to engage in employment outside of his or her official duties shall submit in writing the name or names of his or her prospective Employer to the Sheriff. No discrimination will be shown in the approval or disapproval of requests to undertake such employment. Written approval to be given by the Sheriff, which approval shall not unreasonably be withheld.

#### **ARTICLE XL PERSONNEL FILES**

Employees shall have the right to inspect and review their own individual official personnel file upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time upon reasonable notice to the Employer or its duly authorized designee. Employees shall have the right to define, explain or object in writing to anything found in his/her personnel file. The Employer may respond in writing to any written objection by an employee which is made a permanent part of his/her personnel file and said response shall also be made a permanent part of the file.

#### **ARTICLE XLI SAVINGS CLAUSE**

A. It is understood and agreed that if any provision of this Agreement or the

application of this Agreement to any person or circumstance shall be held void or invalid as violative of law, statute or the public policy of this State or the United States, or for any other reason, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

B. If any provisions are so invalid, the Employer and the Association shall meet for the purpose of negotiating changes made necessary by the applicable law.

#### **ARTICLE XLII COMPLETE AGREEMENT**

This Agreement constitutes the entire collective negotiating Agreement by and between the parties and expresses all of the benefits to which employees covered by this Agreement are entitled.

#### **ARTICLE XLIII COMMENCEMENT OF COLLECTIVE NEGOTIATIONS**

It is agreed and accepted by both parties to this Agreement that, upon request of either party negotiations for a successor to this Agreement shall commence not later than ninety (90) days prior to the expiration date of the present Agreement.

#### **ARTICLE XLIV COPIES OF AGREEMENT**

The Sheriff of Burlington County shall provide Association with copies of the finalization of this Agreement.



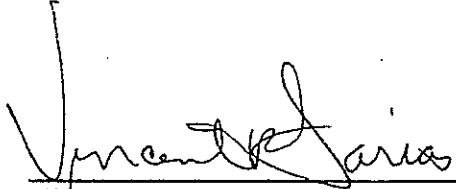
**ARTICLE XLV TERM AND RENEWAL**

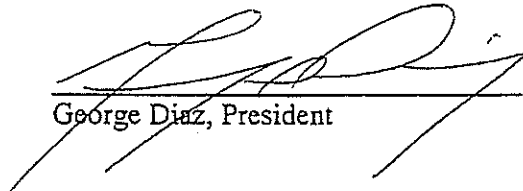
This Agreement shall be in full force and effect as of January 1, 2003 to remain in full force and effect until the later of either December 31, 2005 or the date on which a substitute or successor agreement shall be entered into by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

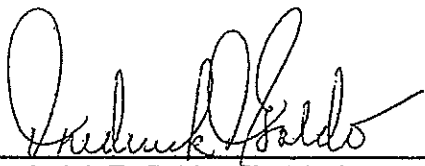
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, Chairpersons and President, respectively, and their seals to be hereto affixed this 14<sup>th</sup> day of April, 2004.

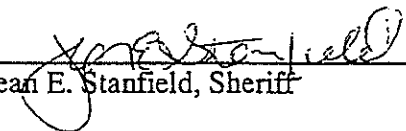
BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF BURLINGTON

FRATERNAL ORDER OF POLICE  
LOCAL 166

  
\_\_\_\_\_  
Vincent R. Farias, Freeholder Director

  
\_\_\_\_\_  
George Diaz, President

  
\_\_\_\_\_  
Frederick F. Galdo, Clerk/Adm.

  
\_\_\_\_\_  
Jean E. Stanfield, Sheriff