

THIS BOOK DOES NOT CIRCULATE

1978

AUTHORIZING APPROVAL OF LABOR AGREEMENT WITH THE MIDDLESEX COUNTY SUPERIOR SHERIFF'S OFFICERS ASSOCIATION

file 2563

WHEREAS, the Middlesex County Superior Sheriff's Officers Association is the exclusive bargaining agent for the Superior Officers of the Sheriff's Department of Warrants and Transportation, Courts, Identification, Communications and Missing Persons; and

WHEREAS, said Association and Representatives of the County of Middlesex have completed Labor Negotiations pursuant to Chapter 303, Laws of 1968 of the State of New Jersey (Public Employment Relations Commission); and

WHEREAS, agreement concerning wages and working conditions has been reached between Representatives of the County of Middlesex and the Representatives of the Middlesex County Superior Sheriff's Officers Association, which Labor Agreement is attached hereto and is effective from January 1, 1978 to December 31, 1978 covering the following parties: Middlesex County Superior Sheriff's Officers Association, the Sheriff of the County of Middlesex and the County of Middlesex, and which amends the previous contract between said parties; and

WHEREAS, said agreement is in the best interests of the County of Middlesex;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the 1978 Labor Agreement between the Middlesex County Superior Sheriff's Officers Association, the Sheriff of the County of Middlesex and the County of Middlesex, which agreement is attached hereto, shall be and is hereby approved; and

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to execute said agreement with

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the above mentioned parties on behalf of the County of Middlesex and the Clerk of this Board shall be and is hereby authorized to attest said agreement and to affix thereto the corporate seal of the County of Middlesex; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and be retroactive to January 1st, 1978; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Personnel Director, County Treasurer, County Comptroller, County Administrator, County Sheriff and the New Jersey Department of Civil Service.

JOHN J. ROONEY, CHAIRMAN  
DEPT. OF FINANCE & ADMINISTRATION

DATED: April 20, 1978

Approved as to form and legality:

EMA

*Herman B. Hoffman*  
County Counsel

E. Mary C. Hudson, Clerk of the Board of  
Chosen Freeholders of the County of Middlesex and  
State of New Jersey, do hereby certify that the  
above is a true copy of a resolution adopted at a  
meeting of the Board held on APR 20 1978  
*Mary C. Hudson*  
Clerk

THIS AGREEMENT made the 20th day of April 1978,

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 Association (hereinafter known as the Association), and the Sheriff of Middlesex County, as employer of the Middlesex County Superior Sheriff's Officers Association (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 negotiation 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 and Missing Persons 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.

3. WAGES: A- Effective January 1, 1978 and ending December 31, 1978, the following salary schedules are adopted:

Sheriff's Officer Sergeant	15470-16470
Sheriff's Officer Lieutenant	16970-17970
Sheriff's Officer Captain	18770-19770

All employees will be slotted according to the County wage submittal to the Association dated February 17, 1978. Those Officers not at maximum salary will move in salary on their anniversary date per the wage submittal.

B- It is understood when a person is promoted in rank, he/she will receive the next pay step in that rank which is greater than his present salary.

C- 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 salary as of December 31, 1976.

D- All employees shall receive an annual uniform purchase and maintenance allowance of \$350.00.

Payment will be made, one-half in January and one-half in July of each year.

Employees leaving County employment before completing a years employment will have deducted from their last pay the amount accruing to the County at the rate of twenty-nine (\$29.00) dollars per month for each month less than the year.

It is understood and agreed that the \$350.00 payment is for the purpose of maintenance and purchase of the uniform inventory as presently prescribed by the Sheriff.

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

The Sheriff will provide an authorized list of retailers who meet the required uniform specifications.

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. Anytime worked beyond eight (8) consecutive hours shall be paid at time and one-half ( $1\frac{1}{2}$ ). Anytime worked in excess of forty (40) hours shall be paid at time and one-half ( $1\frac{1}{2}$ ). In case of an emergency the Sheriff shall have the authority to fluctuate the hours one hour earlier or one hour later. The lunch hour shall consist of thirty (30) minutes. The Sheriff or the Undersheriff and the Union Representative shall agree as to what constitutes an emergency.

F- 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.

G- 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.

H- 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.

4. MEDICAL BENEFITS: All full-time and eligible part-time employees and employees' family shall be covered by Blue Cross, Blue Shield, and Rider J; at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

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.

The Rutgers Community Health Plan (H.M.O.) is 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 R.C.H.P. coverage as is contributed toward traditional coverage. In the event R.C.H.P. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

BLUE CROSS, BLUE SHIELD FOR RETIREES - A program for paying the cost of Blue Cross, Blue Shield for employees retiring with twenty-five (25) years of service who are sixty-two (62) years of age or older, will be formulated for the 1978 contract year.

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.

5. 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 or Federal Government, provided said Holiday has been recognized by the Board of Chosen Freeholders.

6. 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.

7. BEREAVEMENT: All employees shall receive three (3) 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) calendar days next following the day of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

8. PERSONAL DAYS: All employees shall have three (3) personal Holidays in addition to those above for any personal purpose. Personal holidays may not be carried over to the following year. 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. New Employees shall accrue one (1) personal holiday at the end of each fourth month of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per fourth month of employment completed in the year said employment is terminated.

9. SICK LEAVE: A- Sick Leave shall accumulate at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month in the first year of service, commencing in the first month or major portion thereof from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rata, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than appropriated on a pro-rata basis, 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.

B- Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for workmens compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

C- ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT - Employees covered under the terms of this agreement shall be entitled upon retirement to receive a lump sum payment, as supplemental compensation, one-half 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.

D- INJURY LEAVE: 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 4-2.4 and 4-2.6 or any amendments or supplements thereto.



10. 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.

11. GRIEVANCE PROCEDURE: Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment. Any employee wishing to process his own grievance may do so, but no settlement shall be made inconsistent with the terms of final agreement reached.

Step 1. The employee's Association shall present the employee's grievance or dispute (in writing) to the Sheriff within ten (10) working days of its occurrence. The Sheriff shall respond to the Association representative in writing within five (5) working days.

Step 2. If the grievance remains unadjusted or unanswered by the Sheriff, it shall be presented by the Association representative to the Personnel Director, in writing within seven (7) working days after the response of the Sheriff. The Personnel Director shall respond in writing to the Association representative within ten (10) working days. The Association may request a meeting with the Personnel Director within five (5) working days after receiving the answer from the Sheriff.

Time limits, by mutual consent, may be extended in Steps 1 & 2.

Step 3. If no settlement of the grievance has been reached between the parties, either or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the Personnel Director.

12. 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.

13. 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.

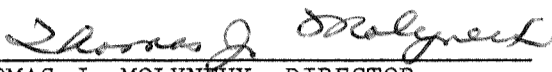
14. NO STRIKE, NO LOCKOUT: Neither the Union nor the Employer or employee shall instigate, sponsor, promote, engage in or condone any strike, concerted work stoppage, lock-out or any other intentional interruption of work. (In accordance with New Jersey Statutes Annotated, Constitution of the State of New Jersey, Article 1, Paragraph 19.)

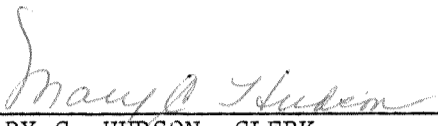
15. DURATION OF CONTRACT: It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1, 1978 until December 31, 1978.

This Agreement may be reopened by either party for the 1979 contract negotiations upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 1978.

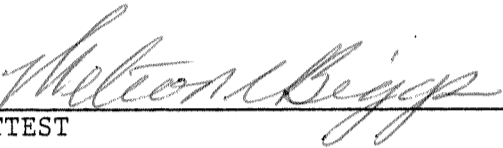
COUNTY OF MIDDLESEX  
By Its Board of Chosen Freeholders

ATTEST:

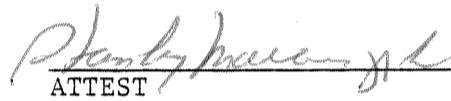
  
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THOMAS J. MOLYNEUX, DIRECTOR

  
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MARY C. HUDSON, CLERK

  
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ASSOCIATION REPRESENTATIVE

  
\_\_\_\_\_  
ATTEST

  
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SHERIFF, COUNTY OF MIDDLESEX

  
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ATTEST