

✓

LIBRARY  
INSTITUTE OF MANAGEMENT  
MAR 1 1991  
RUTGERS UNIVERSITY

AGREEMENT

Between

COUNTY OF MIDDLESEX  
Board of Chosen Freeholders  
and

THE SHERIFF'S OFFICERS OF MIDDLESEX COUNTY  
F.O.P. LODGE NO. 59

1/1/90 - 12/31/91

I N D E X

	<u>Page</u>
ABOLITION OF PARITY .....	52
ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT .....	33
ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES..	35
ARBITRATION .....	37
BEEPER TIME .....	16
BEREAVEMENT .....	29
BREAKS (See REST PERIODS) .....	41
CLOCK-IN.....	42
COURT HOUSE SECURITY .....	43
DUES CHECK-OFF .....	11-13
DURATION OF CONTRACT .....	55
EMERGENCIES .....	40-41
EMPLOYEES' RIGHTS .....	39-43A
Clock-In .....	42
Court House Security .....	43
Extradition Duty .....	42
False Arrest Insurance .....	42
In-Service Educational Training.....	43
Pay Day .....	41
Posting of Jobs .....	39-40
Rest Periods .....	41
Sick Day Call In .....	41
Transfer Benefits .....	41
Transfer to Sheriff's Officer Title .....	43-43A
Work Schedule Changes .....	40-41
EXTRADITION DUTY .....	42
FALSE ARREST INSURANCE .....	42
F.O.P. REPRESENTATIVES .....	5-6

Index (Cont.)

	<u>Page</u>
GRIEVANCE PROCEDURE .....	36-38
Arbitration .....	37
HOLIDAYS .....	27-27A
IN-SERVICE EDUCATIONAL TRAINING .....	43
JUST CAUSE .....	26
LONGEVITY .....	26
MAINTENANCE AND MODIFICATION OF WORK RULES .....	4
MAINTENANCE OF BENEFITS .....	3
MANAGEMENT RIGHTS .....	50
MEDICAL BENEFITS .....	24-25A
Dental Plan .....	24-25
Drug Prescription Plan .....	25
Extended Medical Benefits .....	25A
Health Maintenance Organization (H.M.O.) .....	24-25
Payment of Traditional Medical Benefit Premiums for Retirees .....	25
Vision Care Program .....	25-25A
MILITARY LEAVE .....	34
MISCELLANEOUS (New Uniforms) .....	55
NON-DISCRIMINATION CLAUSE .....	53
NO STRIKE - NO LOCK OUT .....	53
OFF-DUTY WEAPONS .....	20
OVERTIME .....	14-16
Beeper Time .....	16
Standby Time .....	16
PAY DAY .....	41
PERSONAL DAYS .....	28
PERSONNEL FILE .....	22-23
POLICE EQUIPMENT .....	19-20
POSTING OF JOBS .....	39-41

Index (Cont.)

	<u>Page</u>
PREAMBLE .....	1
PROMOTION .....	10A
QUALIFICATIONS FOR EMPLOYMENT .....	21
RECOGNITION .....	2
REPRESENTATION FEE IN LIEU OF DUES .....	11-13
REST PERIODS .....	41
RETENTION OF CIVIL RIGHTS .....	7
SAVINGS CLAUSE .....	41
SCHEDULE CHANGES .....	40-41
SEPARABILITY AND SAVINGS CLAUSE .....	48
SHERIFF'S DEPARTMENT VEHICLES .....	47
SHERIFF'S INVESTIGATIONS .....	44-45
SHIFT DIFFERENTIAL .....	10A
SICK DAY CALL-IN .....	41
SICK LEAVE .....	31-32
STANDBY TIME .....	16
TRANSFER BENEFITS .....	41
TRANSFER TO SHERIFF'S OFFICER TITLE .....	43-43A
TRANSPORTATION OF PRISONERS .....	46
TUITION AID POLICY .....	8
UNIFORMS (Also See MISCELLANEOUS) .....	17-18, 55
VACATIONS .....	30 - 30A
WAGE INCREASE ELIGIBILITY .....	9-10
WAGES AND PAY PERIODS .....	9-10A
Promotion .....	10A
Shift Differential .....	10A
WORK SCHEDULE CHANGES .....	40-41

AGREEMENT

THIS AGREEMENT made the *7<sup>th</sup>* day of *February 1991*  
between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board  
of Chosen Freeholders, hereinafter known as the Employer, and the  
FRATERNAL ORDER OF POLICE, LODGE NO. 59, hereinafter known as the F.O.P.,  
which includes Sheriff's Officers of the Courts, Warrants and Transportation,  
Communications, Identification, Process Servers, Administrative Section,  
Missing Persons Section, Sheriff's Investigators, and the Sheriff of  
Middlesex County as Employer of FRATERNAL ORDER OF POLICE, LODGE NO. 59.

PREAMBLE

WHEREAS, it is the intention of the parties of this Agreement to  
set forth the entire agreement of the parties with respect to matters  
within the scope of negotiations and all matters and subjects that have  
been agreed upon between the Employer and the F.O.P.;

NOW, THEREFORE, in consideration of the mutual covenants and  
agreements herein contained, the parties do mutually covenant and agree  
as follows:

## I. RECOGNITION

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employee Relations Act and the provisions of Chapter 303 of the Laws of 1968 as amended and supplemented and the Rules and Regulations of the Public Employment Relations Commission, the Employer recognizes the FOP as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of recognition and collective bargaining with respect to wages, hours and other terms and conditions of employment.

## II. MAINTENANCE OF BENEFITS

This Agreement shall not be construed to deprive any employee of any previously granted benefit, right, privilege or protection granted by the Laws of the State of New Jersey, Resolutions, Ordinances or Promulgations of the County of Middlesex, Rules and Regulations of any State Agency, or any applicable provision of the United States Constitution.

### III. MAINTENANCE AND MODIFICATION OF WORK RULES

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

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



#### IV. F.O.P. REPRESENTATIVES

The F.O.P. shall have the right to designate, in writing, such members of the F.O.P. as it deems necessary as F.O.P. Representatives, and they shall not be discriminated against due to their legitimate F.O.P. activities. The Representatives of the F.O.P. consisting of one (1) State Delegate and two (2) alternate F.O.P. Representatives designated by the F.O.P. President shall be granted a leave of absence with pay for a period not to exceed five (5) days to attend the annual F.O.P. Convention. An additional day's leave of absence with pay shall be provided for travel time to return from the convention. In no event shall the number of F.O.P. Representatives attending the F.O.P. Convention exceed three (3) representatives.

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

The State Delegate or the designee of the F.O.P. President is entitled to be excused from his/her regular working shift, with pay, to attend one (1) State Delegate Meeting and one (1) County Conference Meeting which is a total of two (2) days per month. In addition, the State Delegate or the designee of the F.O.P. President will be entitled to attend any emergency meeting called by the State F.O.P. President, with pay, provided said meeting interferes with his/her regular working shift. If any of the aforementioned meetings should occur on the regular day off, they will not receive any compensation for that day.

F.O.P. Representatives (Cont.)

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

The negotiating committee from the F.O.P. shall consist of not more than three (3) members and the F.O.P. attorney.

Regular, Special, or Emergency Meetings: The F.O.P. President, State Delegate, and/or duly elective Executive Board members shall have their work schedule adjusted so as not to conflict with any regular, special, or emergency meetings provided reasonable notice is given the Employer.

In the event the F.O.P. President is incapacitated or is unable to carry out the functions of his/her Office due to illness, vacation, or otherwise, the Vice President of the F.O.P. shall have the full authority to represent F.O.P. Lodge #59 for any and all business.

V. RETENTION OF CIVIL RIGHTS

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

VI. TUITION AID POLICY

The Employer further agrees to maintain its assistance for employees attending institutions of higher learning in accordance with the policies and procedures established for the Middlesex County tuition aid program, subject to negotiations for each succeeding contract and the availability of funds.

## VII. WAGES AND PAY PERIODS

A. Retroactive to January 1, 1990, all eligible employees on step shall receive an increment plus a (3%) negotiated wage increase over their previous December 31, 1989 base salaries. Additionally, all eligible employees will receive an evaluated adjustment of one hundred and fifty (\$150.00) dollars added to their new base salaries after the application of the negotiated wage increase.

Employees who are achieving maximums and those employees at maximum shall not receive the one hundred and fifty (\$150.00) dollar evaluated adjustment. All eligible employees at maximum shall receive a negotiated wage increase of (5.5%) over their previous December 31, 1989 base salaries.

B. Effective on January 1, 1991 all eligible employees on step shall receive an increment plus a (3.0%) negotiated wage increase over their previous December 31, 1990 base salaries.

All eligible employees at maximum shall receive a negotiated wage increase of (6.0%) over their previous December 31, 1990 base salaries. All eligible employees who previously worked a thirty five (35) hour work week in the courts shall have their base salaries adjusted to equate to a thirty seven and one-half hour (37½) work week effective on October 24, 1990, and remain at the adjusted salaries for the balance of the contract year.

It is further agreed to and understood that effective January 1, 1990, all newly hired Sheriffs Officers will be subject to and serve a twenty (20) week training period at the police training academy, and will be paid a training base salary for a period of twenty (20) weeks as indicated per the salary schedule.

The adjusted pay scales pursuant to the contract shall be effective as follows:

WAGES SHERIFF'S OFFICERS EFFECTIVE 1-1-90 37½ HOUR WORK WEEK	WAGES SHERIFF'S OFFICERS EFFECTIVE 1-1-91 37½ HOUR WORK WEEK	WAGES SHERIFF'S OFFICERS EFFECTIVE 1-1-90 35 HOUR WORK WEEK	WAGES SHERIFF'S OFFICERS EFFECTIVE 1-1-90 37½ HOUR WORK WEEK	WAGES SHERIFF'S OFFICERS EFFECTIVE 1-1-91 37½ HOUR WORK WEEK
\$17,500	\$17,500	\$17,500	\$17,500	\$17,500
\$21,300 + \$150 = \$21,450	\$22,093	\$19,881 + \$150. = \$20,031	\$21,450	\$22,093
\$22,454 + \$150 = \$22,604	\$23,282	\$20,955 + \$150. = \$21,105	\$22,604	\$23,282
\$23,782 + \$150 = \$23,932	\$24,649	\$22,196 + \$150. = \$22,346	\$23,932	\$24,649
\$25,642 + \$150 = \$25,792	\$26,565	\$23,932 + \$150. = \$24,082	\$25,792	\$26,565
\$27,989 + \$150 = \$28,139	\$28,983	\$26,123 + \$150. = \$26,273	\$28,139	\$28,983
\$34,584 ----- \$34,584	\$36,659	\$32,278 ----- \$32,278	\$34,584	\$36,659

STEP PLUS 3% PLUS \$150. ADJUSTMENT OFFICERS ACHIEVING MAX AND OFFICERS AT Max will NOT Receive the \$150 ADJUSTMENT.

STEP PLUS 3% OFFICERS AT MAX WILL RECEIVE AN N.W.I. OF 6%

STEP PLUS 3% PLUS \$150. ADJUSTMENT - OFFICERS ACHIEVING MAX AND OFFICERS AT MAX WILL NOT RECEIVE THE \$150. DOLLAR ADJUSTMENT

ADJUSTED SALARIES FOR THE BALANCE OF CONTRACT YEAR 1990

STEP PLUS 3% OFFICERS AT MAX WILL RECEIVE N.W.I. OF 6%.

Employees employed prior to the execution of the contract, and currently not on the payroll at the execution date of this Agreement, will not be included in the wage increase, with the exception of retirees and deceased employees, in which case payment will be made to his/her estate, subject to New Jersey State Department of Personnel Rules and the Rules and Regulations of the Public Employment Relations Commission.

Promotion: It is understood that when an Officer is advanced in rank, said Officer will receive the next pay step in that rank which is greater than the Officer's present salary, and will be covered by the Superior Officer's Agreement.

Shift Differential: It is further understood and agreed to that employees working the second shift shall receive fifty-cents (50¢) per hour in the first year of the contract and from fifty-cents (50¢) to fifty-five cents (55¢) per hour in the second year of the contract in addition to their regular straight time rate for the hours worked during the second shift.

Employees working the third shift shall receive fifty-five cents (55¢) in the first year of the contract and from fifty-five cents (55¢) per hour to sixty-cents (60¢) per hour in the second year of the contract in addition to their regular straight time rate for the hours worked during the third shift.

These differential rates will be paid only to the employee scheduled, assigned, and actually working such shifts.

\* Hours of Work

A first shift shall be defined to mean the hours of 7:00 a.m. to 5:00 p.m., or any reasonable variation thereof.

A second shift shall be defined to mean between the hours of 2:00 p.m. and 1:00 a.m., or any reasonable variation thereof.

A third shift shall be defined to mean between the hours of 11:00 p.m., and 9:00 a.m., or any reasonable variation thereof.

Sheriffs Officers work day shall be subject to an unpaid one-half ( $\frac{1}{2}$ ) hour lunch period.

\* SEE APPENDIX A - ARBITRATOR MITRANI'S AWARD ON THIS ISSUE.

#### VIII. DUES - CHECK OFF

Upon presentation to the Employer of an FOP dues check-off card signed by individual employees, the Employer will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization. The Employer shall exclusively deduct dues to the FOP and not to any other employee representative.

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

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

#### REPRESENTATION FEE IN LIEU OF DUES

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

(b) Prior to the beginning of each membership year, the Union will notify the County in writing of the amount of the regular membership dues charged by the union to its own members for that membership year. The amount of the representation fee to be paid by non-members shall not exceed eighty-



Dues - Check Off (Cont.)

five percent (85%) of the regular dues, fees, and assessments of the Lodge and shall be established in compliance with the requirements of N.J.S.A. 34:13A-5.5 et seq.

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

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

- (1) Ten (10) days after receipt of the aforesaid list by the County; or
- (2) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

(e) Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such

Dues - Check Off (Cont.)

fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

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

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

## IX. OVERTIME

All overtime shall be distributed equally and alphabetically whenever practicable from a list maintained by the Sheriff's Department for the Officers covered under the terms of 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.

For overtime purposes, an emergency cannot be declared until all the provisions of Article IX are complied with and until such time as the overtime list is exhausted and no officer is obtainable from the overtime list. Only then will an emergency assignment exist, and provided an emergency has been declared by the Sheriff or his/her designee. If requested within three (3) days, the Sheriff shall report the reasons for the emergency to the F.O.P. The only exception is a situation which jeopardizes the public health, safety, and welfare as defined by state law or ordinance.

All extradition duty shall be distributed equally and alphabetically whenever practicable from a list maintained by the Sheriff's Department for the Officers covered under the terms of this agreement and are assigned to the Warrants section 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.

Whenever overtime is refused by an Officer, such overtime shall be offered to the next name on the alphabetical list, and the Officer refusing

### Overtime (Cont.)

will be considered as having worked overtime. Any Officer may decline, in writing, any period of overtime offered to him/her without explanation.

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

Whenever overtime is required on a given assignment, said overtime shall be offered first to the Officer already working on that job assignment and then the Officer or Officers will be placed in their respective position on the list and, thereafter, personnel will be selected alphabetically from the list. When an Officer is required to appear in Court for a job related incident, other than during his/her regular duty hours, he/she shall be paid time and one-half ( $1\frac{1}{2}$ ) for all hours in Court.

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

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

When an Officer is assigned to hospital detail, he/she will be entitled to receive 8 hours pay per full shift worked at the applicable rate. Additionally, for any hospital details in a hospital located outside County boundaries, a County vehicle will be provided, if requested, in lieu of mileage reimbursement to and from said hospital.

Overtime (Cont.)

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

Standby or on call time is defined as that period of time during which an Officer is waiting for a possible call back to duty. Assignment of standby can only be made by the Sheriff or his/her designee.

Compensation for standby time will consist of:

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

The Sheriff or his/her designee may assign the standby Officer to other law enforcement duties during standby time.

When an Officer is called to work on his/her time of off-duty hours, such assignment shall be compensated at an overtime rate with a minimum of four (4) hours.

Beeper Time: Sheriff's Officers who, in the sole discretion of the Sheriff, are designated to carry beepers shall be compensated at ten dollars (\$10.00) a day for each day on call in which the employee is not called out. If called out, the employees shall only receive the call-out pay. Standby pay shall be eliminated for all those who are in fact assigned to carry beepers except those employees placed on standby for reasons other than that for which they have been given a beeper.

Overtime (Cont.)

When a non-scheduled overtime assignment of six (6) or more hours of duration abuts within one (1) hour of scheduled shift assignment, the Officer shall be released from his/her scheduled shift after having completed one-half ( $\frac{1}{2}$ ) of his/her scheduled shift hours.

## X. UNIFORMS

### New Officers

New Officers will be issued an adequate uniform issue at the start of their employment to cover their probationary working period.

Upon completion of the ninety (90) day probation period (as described by New Jersey State Department of Personnel Rules) the new Officer will be supplied the remainder of the issue to complete the uniform inventory as described below:

The complete uniform inventory will be as follows:

1. Three (3) Trousers
2. Three (3) Long Sleeve Shirts
3. Three (3) Short Sleeve Shirts
4. Two (2) Ties
5. One (1) Summer Hat
6. One (1) Winter Hat
7. One (1) Spring Jacket (Windbreaker)
8. One (1) Winter Jacket
9. One (1) Uniform Badge
10. One (1) Hat Badge
11. One (1) Identification Card

Under no circumstances will an Officer be required to wear civilian attire when assigned to outside duty. However, civilian outer garment may be worn, if the Officer so desires to work an overtime assignment.

All Sheriff's Officers permanently assigned to Warrants and Transportation will be issued boots & raincoats for use during inclement weather.

The Sheriff agrees to maintain a supply of raincoats & boots to be used by temporary assigned officers on a day to day basis.

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

The employer agrees to provide one-half the cost up to \$150.00 in contract year 1990 and up to \$175.00 in contract year 1991 toward the purchase of a bullet proof vest approved by the I.A.C.P. on a voluntary basis. Proof of purchase must be supplied to the Sheriff.

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

Departmental Overall: As provided by the Sheriff or his designee, all employees shall be issued a jumpsuit to be used for assignments requiring such clothing.

Effective January 1, 1981, employees presently receiving a uniform allowance will receive a buy out sum of five hundred dollars (\$500.00) which will be added to their base salaries and remain in base. The ranges as stipulated in Section VII. WAGES AND PAY PERIODS, Page 9 of this agreement reflect the buy out sum.

It is understood and agreed that the buy out sum of five hundred dollars (\$500.00) as stipulated in lieu of the clothing allowance is a total and complete buy out for any and all clothing allowances that were in practice currently and for future bargaining.



## XI. POLICE EQUIPMENT

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

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

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

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

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

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

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

Police Equipment (Cont.)

Off-Duty Weapons: It is agreed to and understood that Sheriff's Line Officers will be permitted to carry non-issue weapons of any caliber when off-duty if the Officer has qualified on that weapon, and if the Officer qualifies when he/she qualifies with his/her service weapon and if the Officer provides the ammunition needed to qualify with the non-issue weapons.

The Officer can qualify at other times on the Officer's own time so long as there is no cost to the County.

The carrying of weapons both on and off-duty shall be governed by N.J.S.A. 2C:39-6.

XXI. QUALIFICATIONS FOR EMPLOYMENT

The Employer shall strive to maintain all minimum standards presently in effect for appointment to the position of Sheriff's Officer, in accordance with New Jersey State Department of Personnel Rules and Regulations.

### XIII. PERSONNEL FILE

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

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

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

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

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

- a. Any accusation that does not result in a hearing and finding of guilty;
- b. Departmental investigations and/or hearings that do not result in a find of guilty;
- c. Departmental hearings that result in a finding of guilty but are overturned by New Jersey State Department of Personnel appeal or judicial review;

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

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

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

#### XIV. MEDICAL BENEFITS

All full-time and eligible part-time employees and employees' eligible family (as defined by New Jersey State Health Benefits-Traditional Medical Coverage) shall be covered by Traditional Medical Coverage, or equivalent, at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured upon a prior notice to the employee organization and with approval of the FOP, so long as equivalent coverage is provided.

Dental Plan - The union hereby acknowledges that the County has solicited and received bids for a new dental plan. If the current dental premiums increase in cost, and if employee elects either the modified coverage (36% employee participation) or the family coverage (55% employee participation) the employee's monthly cost for said coverage shall also proportionately increase provided the employee's monthly cost does not increase by more than 15% of the employee's current monthly share.

If the employee's monthly cost increases greater than 15% of employee's current share, County and union agree to meet, discuss, and negotiate the impact of any employee's cost increase greater than 15% of employee's current monthly share.

The employer agrees to contribute to the prepaid DMO plan the same amount as it contributed for the basic plan.

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

Medical Benefits (Cont.)

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

Payment of Traditional Medical Coverage for Retirees - Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credit service in a State or Locally administered retirement system, the payment of traditional medical coverage and major medical. This policy is to be based upon the resolution authorizaing these payments adopted by the Employer on November 16, 1978 and amended December 21, 1978.

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

Eye Examination	- \$50.00
Lenses and Frames combined or Contact Lenses	- \$60.00

This reimbursement shall not exceed and is limited to a total of -  
- \$110.00

for a combined cost of the above.

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

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

Extended Medical Benefits - The County will extend, to a maximum period of ninety (90) days, the health insurance coverage of eligible employees and their covered dependents enrolled in the State Health Benefits program upon exhaustion of such approved sick leave without pay, with the County paying the cost.

XV. LONGEVITY

In accordance with the longevity resolution as amended by the Board of Chosen Freeholders, all eligible employees are entitled to receive longevity based upon their base salaries (maximum base \$30,000 ) as of December 31st of the previous calendar year starting with the completion of the 8th year of service as follows:

9 through 15 years of service	=	2%
16 through 20 years of service	=	5%
21 years and over	=	7%



## XVI. HOLIDAYS

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

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

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

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

Holidays (Cont.)

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

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

## XVII. PERSONAL DAYS

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

### XVIII: BEREAVEMENT

All employees shall be eligible to receive a maximum of five (5) working days leave in the event of the death of his/her spouse or child.

All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her current son-in-law, current daughter-in-law, parent, current mother-in-law, current father-in-law, brother, current brother-in-law, sister, current sister-in-law, grandparent, grandchildren, aunts, uncles, or 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) or five (5) days leave of absence (as stated above) consisting of three (3) or five (5) working days next following the day of death. The employee will be compensated for time lost during said period from his/her regularly scheduled work, not to exceed three (3) or five (5) days of bereavement leave where it applies.

The time of bereavement leave will be allowed to be taken within a ten (10) day period at the discretion of the employee with a prior notification to his/her Department Head. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the designated days once the option is taken.

XIX. VACATIONS

A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month to month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be credited to the employee for the balance of the calendar year ending December 31st.

If separation occurs before the end of the year and more vacation days have been taken than is appropriate, the per diem rate of pay for the excess days shall be deducted from the final pay.

All employees shall be granted vacation leave based upon the following schedule:

<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 New Jersey State Department of Personnel Ruling now in effect.

When selecting vacation time seniority will be a primary consideration of selection.

Vacations (Cont.)

Employees must submit vacation preferences by April 15th of each year with first and second choices. Failure to timely submit such request shall result in the employee receiving left over vacation time. Timely requests for the same vacation shall be resolved by seniority and staffing needs.

## XX. SICK LEAVE

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

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

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

All other proper and authorized leaves as provided in the rules of the New Jersey State Department of Personnel shall be recognized and constitute a part of this Agreement.

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

During the time that the Personnel Office is determining whether the injury or illness results from the working conditions,

an employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the employee will be reccredited to the employee and the sick leave injury will be retro-active to the date which is determined by the Insurance Carrier.

Furthermore, all of the requirements of N.J.S.A. 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.



XXI. 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 \$15,000.00) which is credited to him/her 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.

XXII. MILITARY LEAVE

Any employee of the County who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States, and is required to engage in field training, shall be granted a military leave of absence with pay for the period of such training as is authorized by law. Such leave of absence shall be in addition to vacation.

XXIII. ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES

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

#### XXIV. GRIEVANCE PROCEDURE

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

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

3. All grievances shall be processed as follows:

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

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

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

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

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

6. The F.O.P. President and a representative designated by the President shall have the right and the authority to appear with any member of the bargaining unit who has filed a grievance throughout any stage of the grievance procedure or hearings of any nature.

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

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

9. The duly elected F.O.P. President and/or State Delegate shall be excused from their normal duty assignments to process grievances or to attend to Union business during regular working hours. Proper and sufficient notice is to be given to his immediate supervisor by the F.O.P. President and/or State Delegate.

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

11. On all hearings, the F.O.P. President or his designee plus the employee will be present. Employer does not have the right to hold a meeting or a hearing without the presence of the F.O.P. President or his designee.

## XXV. EMPLOYEES' RIGHTS

### 1. Posting of Jobs

All job vacancies in the Sheriff's Department shall be posted on the necessary bulletin boards for a period of at least two (2) weeks.

a. Written application for these jobs or vacancies will be submitted on forms provided by the employer and distributed as follows:

1. One copy to be retained by Officer applying.
2. One copy to Department Head.
3. One copy to the Sheriff.
4. One copy to the Association.

b. In the selection of an applicant, seniority will be given prime consideration.

c. The applicant selected will be notified in writing and assigned within two (2) weeks following termination of the posting period.

d. The employer has the right to temporarily fill a new job or vacancy pending results of posting.

e. Expired posted notices will be retained by the Employer for three (3) months.

Employees' Rights (Cont.)

f. It is the intention and the policy of the Employer to recognize seniority in cases of reassignment. This recognition of seniority will be made in conjunction with demonstrated ability and past experience.

Upon request of the Officer who has been denied reassignment, the Employer will advise said employee the reason of denial.

g. It shall be the sole right of the Sheriff of the County of Middlesex to re-assign employees between units of the Department provided that such re-assignments are in accordance with recognized New Jersey State Department of Personnel procedures. In furtherance thereof, when a re-assignment is interpreted to mean a change in work, hours off, or days off, the employee affected shall be notified no less than five (5) work days prior to the re-assignment in order to enable the employee to arrange for an orderly change. This section shall not apply in cases of extreme emergency. Extreme emergency is defined as a declaration of said condition by the Sheriff of Middlesex County.

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



### Employees' Rights (Cont.)

In cases of non-Sheriff declared emergency, and where less than forty-eight (48) hours written notice is given, the time worked shall be considered and paid as overtime.

#### 3. Transfer Benefits

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

#### 4. Pay Day

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

#### 5. Sick Day Call In

Any employee who is covered by this Agreement who is ill shall notify the employer no later than one (1) hour prior to the employee's scheduled reporting time.

#### 6. Rest Periods

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

Employees' Rights (Cont.)

7. Extradition Duty

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

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

1. Four hours or less - or one meal = \$25.00
2. Four to six hours - or two meals = \$30.00
3. Six to eight hours - or three meals = \$40.00

8. Clock-In

The employee will be required to clock-in and clock-out, only at the beginning and end of each shift. The employer agrees to provide two (2) time clocks for the Sheriff's Officers Courts to be located at a mutually agreed upon location(s).

9. False Arrest Insurance

The Employer shall continue to provide false arrest insurance at the same levels as previously provided. It is understood that the employer may choose to provide the insurance in any form at its discretion including self insurance. Any such change in the level of coverage of such insurance shall be negotiated to the extent required by law.

Employees' Rights (Cont.)

10. In-Service Educational Training

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

11. Court House Security

Whenever the security of the Court House is at issue both parties will meet and discuss the security measures that will be implemented for the period of time necessary. Whenever possible Court Officers will be given the assignment. This clause will also apply to the Non-Court Officers in the performance of their duties. It is understood that the final assigning authority will be the Sheriff or his designee.

12. Transfer to Sheriff's Officer Title

It is agreed that a transfer to Sheriff's Officer from another Middlesex County Government Law enforcement title and department shall be effected under the following conditions:

a. Transfer will be subject to New Jersey State Department of Personnel Rules and Regulations and mutual agreement of Department Heads concerned.

Employees' Rights (Cont.)

b. Start of new employment will take place immediately after leaving former employment.

c. Middlesex County benefits earned, such as sick days, vacation, personal days and longevity will be transferred with the employee.

d. Salary in the new position will be one step less than it would have been had he/she started in the Sheriff's Department originally.

e. County employees transferring with a break in service, will start at the minimum of the range.

f. Employees transferring from Municipal, State or Federal employment will start at the minimum of the range.

g. Items a through d apply only to transfers from another Middlesex County law enforcement department.

## XXVI. SHERIFF'S INVESTIGATIONS

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

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

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

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

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

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

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

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

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

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

x XVII. TRANSPORTATION OF PRISONERS

The policy in the transporting of prisoners in a vehicle is that not less than two (2) Officers are assigned. Policy also stipulates that not more than three (3) prisoners will be transported in a Sheriff's Department sedan or station-wagon. If there is more than one (1) prisoner, the Officers are instructed to cuff the prisoners hand-to-hand, thereby eliminating the possibility of any escape or harm to the Officers. In the case of one prisoner being transported, he/she is either cuffed behind the back or to a security belt.

Additionally, each vehicle is equipped with a screen which separates the prisoners from the Sheriff's Officers. In the event that more than three (3) prisoners are transported in a Van, either an additional Officer is assigned to the Van or a back-up car is assigned with two (2) Officers to follow the Van.

It is further agreed to and understood that Sheriff's Officers assigned to the transport of prisoners from one station to another and/or to court for processing shall be provided with throw-away gloves and face mask when it is deemed necessary, and will also be provided with any other attire deemed both reasonable and appropriate.

#### XXVIII. SHERIFF'S DEPARTMENT VEHICLES

The employer agrees to provide suitable equipped police vehicles for the Sheriff's Department service. These vehicles will be under and in concert with U.S. Automobile Manufacturers Standards to insure safety, health, and comfort of the operative while in performance of their duties.

The employer will keep all vehicles in a high state of repair during the period the vehicles are being utilized by the Sheriff's Department.

At no time will an Officer of the Department be mandated to operate a vehicle which is not fully safe to use and not in the best interest of the department, of the Officer and the general public.



XXIX. SEPARABILITY AND SAVINGS CLAUSE

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

The employer and the F.O.P. shall renegotiate a replacement provision that shall supersede the invalid provision. Said renegotiation shall commence no later than fifteen (15) days following the termination of the invalid provision.

XXX. SAVINGS CLAUSE

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

XXXI. 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.

XXXII. NO STRIKE-NO LOCKOUT

Neither the employer or Association shall instigate, sponsor, promote, engage in or condone any strike, concerted work stoppage, lock-out or any other intentional interruption of work as set forth under the Laws of the State of New Jersey.

XXXIII. ABOLITION OF PARITY

The Public Employer agrees not to implement any parity clauses in contracts negotiated between said employer and all County Law Enforcement Units. This clause is set forth to comply with the recent decision of the Public Employment Relations Commission wherein parity was abolished. Parity clauses are defined to mean, but are not limited to, clauses that have been designated and established as "Most Favored Nations Clauses" and "Me Too" Clauses.

XXXIV. NON-DISCRIMINATION CLAUSE

The County of Middlesex is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against any employee because of race, sex, age, nationality, religion, marital status, handicap, or political affiliation. Also, the Employer will not discriminate against any employee because of his/her exercise of his/her right to form, join, organize, or support the F.O.P., or to refrain from any such activity.

Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

XXXV. JUST CAUSE

No Officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage or given an adverse evaluation of his or her services without just cause. Any such action asserted by the County, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under N.J.S.A. Title 11A.

XXXVII. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1990 until December 31, 1991

Any economic terms and conditions in this Agreement that have been negotiated for the contractual year 1990 shall be retroactive only to January 1, 1990. Any economic terms and conditions in this Agreement that have been negotiated for the contractual year 1991 shall be retroactive only to January 1, 1991.

This Agreement shall be reopened for 1992 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one-hundred twenty (120) days prior to December 31, 1991.

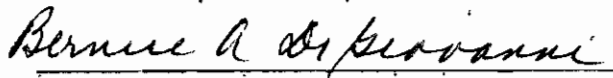
All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.



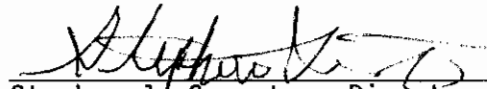
COUNTY OF MIDDLESEX:

By Its Board of Chosen Freeholders

ATTEST:



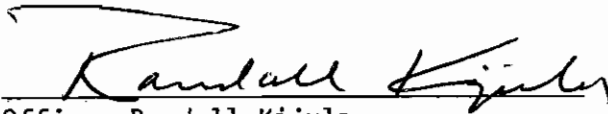
Bernice A. Di Giovanni  
Clerk of the Board



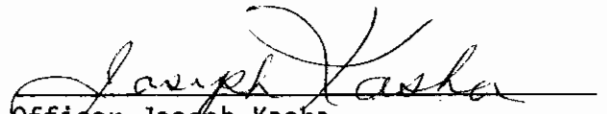
Stephen J. Capestro, Director  
Board of Chosen Freeholders



Joseph C. Spaduzzo, Sheriff



Officer Randall Kijula  
President, FOP #59



Officer Joseph Kasha  
Representative, FOP #59

\_\_\_\_\_

APPENDIX A

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMM.  
DOCKET NO. IA-90-128

IN THE MATTER OF  
THE INTEREST ARBITRATION )

BETWEEN )  
COUNTY OF MIDDLESEX )  
AND )

F.O.P. LODGE NO. 59 )

OPINION AND AWARD  
BEFORE  
ROBERT L. MITRANI  
ARBITRATOR

On June 30, 1990 the undersigned rendered an interest arbitration award concerning these parties. Thereafter, a dispute arose between the parties on one issue.

A hearing was held on Monday, October 1, 1990 where both parties presented their arguments regarding the issue.

APPEARANCES

COUNTY: CHIEF JOSEPH C. SPICUZZO  
HENRY ORSZULSKI, SR. LABOR REL. SPEC.  
DOMINIC J. CERMINARO, ESQUIRE

FOP: STEPHEN C. RICHMAN, ESQUIRE

(A) BACKGROUND AND AWARD

The Arbitrator had conventional arbitration authority in his decision of June 30, 1990. Page two of that award stated the following: "And there is also an agreement on the daily work schedule as indicated in the County's proposal.

The County's proposal was Exhibit "B" in its presentation which was the following:

EXHIBIT "B"

HOURS OF WORK

A first shift shall be defined to mean the hours of 7:00 a.m. to 5:00 p.m., or any reasonable variation thereof.

A second shift shall be defined to mean between the hours of 2:00 p.m. and 1:00 a.m., or any reasonable variation thereof.

A third shift shall be defined to mean between the hours of 11:00 p.m. and 9:00 a.m., or any reasonable variation thereof.

The County prepared new contract language based on its understanding as to the meaning of the Arbitrator's award. The County submitted four sentences under the heading of Hours of Work on page 10A of the new contract. There was agreement between the parties on the first three sentences. But the parties disagreed on the language of the fourth sentence which reads as follows: "Sheriff's Officers' work day shall be constituted and subject to working within the designated time frames stated above with an unpaid one-half (1/2) hour lunch period Monday through Sunday."

On July 27, 1990 the FOP wrote to the County regarding the new language written by the County and stated the following:

4) page 10a; the last sentence is not found in the County proposal or Arbitrator Mitrani's award.

There is no allowance for the work days to read Monday through Sunday. That was never agreed to.

Language should follow structure of previous contract with Sheriff's Officers courts hours of work to read:

7:00 A.M. to 5:00 P.M., 8 hour shift,  $\frac{1}{2}$  hour unpaid lunch Monday through Friday.

After a lengthy hearing the difference between the parties was reduced to the phrase "Monday through Sunday." It is the FOP's position that the Arbitrator's award indicates that this phrase should be "Monday through Friday."

The FOP referred to the following language that was on page 10A of the prior agreement:

Wages and Pay Periods (Cont.)

Sheriff's Officers Courts hours of work:

8:30 a.m. to 4:15 p.m. - 45 minutes unpaid lunch period  
Monday through Friday

Sheriff's Officers Non-Courts hours of work

8 hour shifts with  $\frac{1}{2}$  hour unpaid lunch period  
Monday through Friday

In the presentation of its case, the County referred to the following language on page 40 of the Agreement:

g. It shall be the sole right of the Sheriff of the County of Middlesex to re-assign employees between units of the Department provided that such re-assignments are in accordance with recognized New Jersey State Department of Personnel procedures. In furtherance thereof, when a re-assignment is interpreted to mean a change in work, hours off, or days off, the employee affected shall be notified no less than five (5) work days prior to the re-assignment in order to enable the employee to arrange for an orderly change. This section shall not apply in cases of extreme emergency. Extreme emergency is defined as a declaration of said condition by the Sheriff of Middlesex County.

The parties agree that the vast majority of employees in the Unit work Monday through Friday. However, the parties also agree that for at least the last few years, there have Sheriff has responsibility that covers the period of "Monday through Sunday." There are shifts that operate on Saturday and Sunday and in fact these shifts have been in existence for a number of years and were agreed to by the parties. Although the Arbitrator is ruling that the language on page 10A should end with Monday and Friday, the Arbitrator is also ruling that the shifts that exist on Saturday and Sunday have the same applicability as the Monday through Friday shifts. The Arbitrator is ruling in this manner because all of the applicable language in the prior agreement and the language presented during this interest arbitration makes no reference to Monday through Sunday. The written references were to Monday through Friday. Therefore, the Arbitrator is ruling that the language should be Monday through Friday. However, there are Saturday and Sunday shifts that exist and the Sheriff has the same rights for these shifts as he does for the shifts on Monday through Friday. Although this may seem like splitting hairs --it in fact gives a truer picture of the history between the parties as to this issue.

The Arbitrator appreciates the Sheriff's position that it is his intention to work officers "within the designated time frames" indicated in the contract. Although the Arbitrator is ruling that the language should read Monday through Friday, the Arbitrator is also ruling that this award also applies to the existing Saturday and Sunday shifts.

The parties may wish to have a footnote in their contract making reference to this award.

The Arbitrator wishes to note that this award is only concerned with the shifts as they currently exist.

*Robert L. Mitrani*

---

ROBERT L. MITRANI, Arbitrator  
October 15, 1990