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No.

A G R E E M E N T

Between

COUNTY OF MIDDLESEX, County of

and

THIS DOES NOT
CIRCULATE

THE MIDDLESEX COUNTY PARK POLICE
SUPERIOR OFFICERS ASSOCIATION, F.O.P. LODGE 95

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THIS AGREEMENT made this *20th* day of *October* 1983, between THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter referred to as the Employer) and Middlesex COUNTY PARK POLICE, F.O.P. LODGE 95 Superior Officers Association (hereinafter referred to as the Association).

WHEREAS, the Association has been selected as the exclusive bargaining agent by the employees hereinafter to be defined, in accordance with Chapter 303 of the Laws of 1968; and

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

WHEREAS, the Association and the Employer 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:

I. RECOGNITION:

The Association is hereby designated as the sole bargaining agent for all employees employed by the County of Middlesex in the Park Police in the following job titles:

Park Police Sergeant

Park Police Lieutenant

II. 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.

The employer will not discriminate against any employee because of his exercise of his rights to form, join, organize, or support the F.O.P. or to refrain from such activity.

The elected representative of the F.O.P. Lodge No. 95 consisting of one (1) State Delegate and two (2) Convention Delegates in the aggregate will be granted a leave of absence with pay to attend the annual F.O.P. convention.

A certificate of attendance to the convention shall, upon request, be submitted by the representative so attending. In addition, the duly elected State Delegate or his designee will be permitted to attend one (1) State Delegate meeting every second month, with pay, when said meeting interferes with his regular work schedule. A reasonable notice of planned attendance will be given to the Chief of Park Police.

The President of F.O.P. Lodge No. 95 shall be excused from duty, for attendance of the regular monthly meeting of the Local (Emergency Meetings including) for the amount of time reasonably needed to conduct said meeting when these meetings interfere with his work schedule. Reasonable notice is to be given to the Chief of Park Police.

During contract negotiations, the authorized representatives of F.O.P. Lodge 95 shall be excused from normal duties for the amount of time needed reasonably for the scheduled negotiations, provided their absence does not interfere with the normal work routine of the department.

III. DUES - CHECK OFF:

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

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

The said F.O.P. Representative shall be appointed by resolution of the F.O.P. and certified to the Employer by the F.O.P.

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 service rendered by the Union as majority representative.

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

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

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

(1) -10 days after receipt of the aforesaid list by the County; or

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

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

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

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

IV. WAGES:

A. Effective January 1, 1983, all eligible employees covered under the terms of this Agreement will be slotted according to the County Wage Submittal dated June 13, 1983, covering wages from January 1, 1983 to December 31, 1983.

B. Eligible employees covered herein shall be paid within the following salary ranges:

Sergeant	-	\$24,898
Lieutenant	-	\$26,210

C. Effective January 1, 1982, employees covered under the terms of this agreement, in addition to the negotiated wage increase, received a buy out sum of two-hundred dollars (\$200.00) for a shift differential, added to their base salaries and remain in base. The ranges as stipulated in Section IV Wages, Page 8, of this agreement, reflect the buy out sum.

It is understood and agreed that the buy out sum of two-hundred dollars (\$200.00) is a total and complete buy out for any and all shift differentials currently and for future bargaining.

V. WAGE INCREASE ELIGIBILITY:

All employees in this bargaining unit being carried on the County payroll, or on approved leaves of absence will receive the wage increase negotiated with the following exceptions:

1. Employees employed prior to the execution of the contract and no longer on the County 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).

VI. PROMOTION:

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

VII. 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 \$22,000.00) as of December 31st of the previous year starting with the completion of the 8th year of service as follows:

9 through 15 years of service	=	2%
16 through 20 years of service	=	4%
21 years and over	=	6%

VIII. MEAL ALLOWANCE:

All employees shall be entitled to receive a meal allowance of five dollars (\$5.00) when working a tour of duty consisting of twelve (12) consecutive hours.

Travel:

An Officer traveling outside of the County for advanced or specialized training, provided same has been approved by Chief, using his/her own means of transportation, will be paid for mileage at the prevailing County rate per mile.

Damage to Personal Property:

If, in the performance of duty, a Park Police Officer suffers damage to any authorized personal property, he will be reimbursed on a reasonable replacement cost on a fair wear and tear basis, provided said loss was not intentionally caused by said Officer. Proof of loss will be provided and substantiated. Each incident will be judged on its own merit.

IX. UNIFORMS:

A. The complete uniform inventory will be as follows:

1. Two (2) Winter Trousers
2. Two (2) Summer Trousers
3. Two (2) Long Sleeve Shirst
4. Two (2) Short Sleeve Shirts
5. Two (2) Ties
6. One (1) Summer Hat
7. One (1) Winter Hat
8. One (1) Blouse
9. One (1) Winter Coat (Leather Jacket)
10. One (1) Black Belt
11. One (1) Coveralls

All Superior Officers covered by the terms of this Agreement will receive four hundred and fifty dollars (\$450.00) yearly as an annual uniform purchase and maintenance allowance.

All payments for uniform purchase and maintenance allowance, pro-rata or otherwise, will be paid one-half in January and one-half in July of each year.

Employees leaving County employment before completing a year's employment will have deducted from their last pay the amount accruing to the County at the rate of thirty-seven dollars and fifty cents (\$37.50) per month for each month less than the year.

B. If at any time it is deemed necessary for the Chief of Park Police to add to or alter the present uniform inventory, the Chief will provide the additional issue initially. Thereafter the issue will be maintained by the Officer.

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

D. The employer agrees to provide one-half ($\frac{1}{2}$) the cost up to seventy-five dollars (\$75.00) 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 Chief of Park Police.

It is understood and agreed that the present life expectancy of a bullet proof vest is three (3) years. The employer agrees to provide one-half ($\frac{1}{2}$) the cost up to seventy-five dollars (\$75.00) at the beginning of each fourth (4th) year from previous purchase.

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.

E. The employer agrees to provide riot gear to be carried in the Superior Officers patrol cars. Each car will carry two (2) riot helmets and two (2) riot sticks (long).

X. OVERTIME:

All personnel, when held over or called in beyond the normal scheduled working day, will receive one and one-half ($1\frac{1}{2}$) times their hourly rate of pay.

All personnel shall be paid overtime at the rate of $1\frac{1}{2}$ times their normal rate for the performance of any riot duty when said duty is approved by the Assignment Judge.

When an Officer is required to appear in Court on his off duty hours, he will be paid at the rate of time and one half ($1\frac{1}{2}$) for a minimum of three (3) hours and only for Park related violations. Any time spent in excess of three (3) hours will be paid at time and one-half ($1\frac{1}{2}$).

When an Officer is required to appear in Court on his off duty hours for other than Park related violations, he will be paid at the rate of time and one-half ($1\frac{1}{2}$) for the actual time spent in Court only.

Equal Overtime Opportunity: All overtime shall be distributed equally and by seniority from a list maintained by the Shift Commanders in the Communication Office. The overtime list will be kept on a monthly basis and by seniority, i.e., in the left hand column reading down, will be placed the Officers' names by seniority. The list will show the month and days of the month reading from left to right. Extreme right hand column will show total hours for the month. Overtime will

be recorded as follows:

"R" means contact made, overtime refused and will be considered as overtime worked.

"A" means overtime accepted and worked

A "blank space" will denote contact not made, Holiday, Sick Day (Injury), Vacation Day, or Personal Day.

A. If an Officer is not at home when called, this will not constitute a refusal and that Officer's name will remain at it's proper position on the list. If no Officer from the list can be reached, the Officer in charge will cover the post with anyone available or order the Officer already on duty to remain on post as an emergency situation will then exist. This section will be done in a fair manner in which all Officers on duty will have equal opportunities.

B. Any Officer may decline in writing any period of overtime offered to him without explanation except in an emergency situation. The Chief or his designee will decide when a shortage in manpower equates to an emergency.

C. A log will be kept for the purpose of recording all calls made from the overtime list. The Officer in charge will enter the date, time, Officer's name and the result of each call he makes from the list. The Officer in charge will sign the log. The log will be posted in a conspicuous place within Headquarters and be available to all Officers at any time. Copies of log will be held for one (1) year.

D. When an Officer or Superior Officer is off duty and is required by the Department Head to appear in Court, or a Departmental

Hearing as a result of an incident arising out of his employment, he shall be paid at the overtime rate.

E. Overtime will be defined as any duty performed:

1. When an employee is on a regular day off.
2. Beyond normal eight (8) hour shift
3. Overtime rate will be paid as per past practice at one and one-half (1½) times.

F. When an Officer is called into work from his off duty hours, he will be guaranteed four (4) hours overtime pay. It is understood that the Commanding Officer may use the services of the Officer called in to the extent of four (4) hours.

Superior Officers will not be included in the Patrolmen overtime list.

Superior Officers will use the same procedures as Section X above, for overtime.

It is understood and agreed that this section does not apply to emergency situations.

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

XI. MEDICAL BENEFITS:

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

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

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

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

Payment of Blue Cross-Blue Shield Premiums for Retirees:

Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38 the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally Administered Retirement System, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums. This policy is to be based upon the resolution authorizing these payments adopted by the employer on November 16th, 1978 and amended December 21st, 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	-	\$20.00
Lenses and Frames combined -or- Contact Lenses	-	\$30.00

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.

XII. HOLIDAYS:

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

Holiday Compensation: When a holiday falls within a given month, and an Officer is scheduled to work, he will receive time and one-half ($1\frac{1}{2}$) at his regular hourly rate for said shift and he will be scheduled a day off during the course of the month that the holiday occurs. Due consideration will be extended to a request made for a specific day to be scheduled off. The employee shall have the discretion as to whether he shall be paid at his straight hourly rate in lieu of the day off and shall exercise such discretion either immediately before or immediately after completing the working of said shift.

When a holiday falls within a given month and an Officer is not scheduled to work, he will be scheduled a day off during the course of the month that the holiday occurs. Due consideration will be extended to a request made for a specific day to be scheduled off. The employee shall have the discretion as to whether he shall be paid at his straight hourly rate in lieu of the day off and shall exercise such discretion either immediately before the holiday or immediately after.

The exception to the foregoing is an employee may bank any three (3) holidays per year. These holidays may be taken at the request

of the employee provided the holiday to be taken off has been approved by the department. This request is to be submitted twenty-one (21) days prior to the posting of the work schedule. During June, July, and August, no holidays may be taken on Saturday and Sunday. The three (3) major holidays (Memorial Day, July 4th, and Labor Day) will be scheduled work days for all employees at the discretion of the Department.

All unused holidays will be paid at straight time at the end of the year. Holidays may not be carried over to the next year.

Holidays are to be observed on the days as posted and observed by the Board of Chosen Freeholders.

If a holiday falls during an Officer's vacation time, he shall have the option of receiving an additional vacation day with pay or receiving holiday pay.

The recognized Holidays are as follows:

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

XIII. PERSONAL DAYS:

All full-time employees shall have four (4) personal days to be used for any purpose whatsoever. Personal days may be taken separately or consecutively, scheduling permitted; however, the employee will give the employer one (1) day notice (twenty-four hours) for each personal day to be taken. New employees shall accrue one personal day at the end of each third (3rd) month of employment and severance pay shall be calculated considering personal days on the basis of one (1) accrued personal day per third (3rd) month of employment completed in the year said employment is terminated.

It is further understood and agreed that personal days can be requested by an employee on notice to his Supervisor of an employee's emergency situation that may occur prior to an employee's scheduled starting time. However, documentation will be necessary as to the reason for his/her emergency request for the time taken.

For other than employee's emergency time, it is agreed that the one (1) day notice for a personal day to be taken will be strictly adhered to with a full understanding that the granting of a personal day will depend on and be related to the Chiefs or his designees during normal work week review and proper manning levels of designated duties of the Park Police.

Personal days may not be accumulated from year to year.

XIV. POSTING OF JOB VACANCIES:

All job vacancies in the Middlesex County Park Police 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 (1) copy to be retained by Officer applying.
2. One (1) copy to Department Head.
3. One (1) copy to the Chief.
4. One (1) copy to the Association.

B. In the selection of an applicant, seniority will be given consideration, recommendations of applicant's supervisors to also be considered, the Chief having the right to the final selection of the applicant.

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 employer for three (3) months.

F. Filling of job vacancies on a permanent basis will be subject to Civil Service Rules and Regulations.

XV. BEREAVEMENT:

All employees shall receive three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunts and uncles and any other member of the immediate household, such leave being separate and distinct from any other time.

It is understood and agreed that this bereavement leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) working days next following the day of death 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.

XVI. 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.

Vacations may be taken during any part of the year at the discretion of the Chief of Park Police, provided they do not interfere with the normal operations of the department. Vacations may be taken in five (5) day units or more.

All Officers must submit their requests for vacations by January 1st of each year. If requests are not submitted, the Officer(s) will lose their place in seniority and vacations will be scheduled at the discretion of the Chief of Park Police. All Officers are to be notified of approval by February 1st.

It is understood vacations normally run from Monday through Friday.

Vacations of Superior Officers will not prevail or interfere with Patrolmen's vacations.

XVII. SICK LEAVE:

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

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

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

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

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

During the time that the Personnel Office is determining whether the injury 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

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

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

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

XVIII. 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 ($\frac{1}{2}$) payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000.00) which is credited to him/her on the employment record 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.

XIX. CIVIL ARREST INSURANCE COVERAGE

The Employer agrees to false arrest insurance coverage for employees who are named defendants in civil liability actions related to activities within the scope of their employment.

XX. 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 not specifically covered in this agreement shall be binding upon both.

XXI. GRIEVANCE PROCEDURE:

The purpose of the grievance procedure shall be to settle all grievances between the employer and/or Chief and the Superior Officers Association as quickly as possible so as to insure efficiency and promote employee morale.

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 to any action or non-action taken against him which violates any right arising out of his employment.

All grievances shall be processed as follows:

Step 1. The grievance shall be presented to the Chief of Park Police or his designee, in writing, within fifteen (15) working days of its occurrence. The answer shall be made by the Chief or his designee within three (3) working days to the grievant in writing. (Working days are to be considered as Monday to Friday.)

It is understood that employees and the Superior Officers' Association Representatives must sign the individual grievances. Grievances without an employee's and Association Representative's signature shall not be accepted or processed.

Step 2. If the grievance is not settled through Step 1, the grievance shall be presented within five (5) working days after the response in Step 1 to the Superintendent of Parks or his designee. The answer to such grievance shall be made in writing to the grievant

with a copy to the Superior Officers' Association Representative within seven (7) working days of submission.

Step 3. If the grievance is not settled through Step 2, the grievance shall be presented within five (5) working days after the response in Step 2 to the County Personnel Director or his designee. The answer to such grievance shall be made in writing to the grievant with a copy to the Superior Officers' Association Representative within twelve (12) working days of the submission.

Step 4. If the grievances are not settled by Steps 1, 2, and 3, then the Association or the County within ten (10) working days after a written decision (Step 3) may submit such grievances which are claimed violations, misinterpretations, or misapplication of the terms of this Agreement and the referenced policies directly affecting them (Superior Officers' 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 advisory on both parties. The cost of the Arbitrator and his expense shall be borne equally by both parties unless otherwise noted. Grievances pertaining to discipline are considered non-arbitrable and are governed under N.J.A.C. Title 4, Civil Service Rules.

The Superior Officers Association Representative shall appear with any member of this bargaining unit who has filed a grievance throughout any stage of the grievance procedures or hearings pertaining to the specific grievance.

The Superior Officers' Association Representative and the grievant, shall not suffer any loss of any benefits under this Agreement while participating in any stage of the grievance procedure.

The duly elected Superior Officers' Association Representative shall be excused from his normal duty assignments to process grievances, so long as such visits do not interfere with proper services to the public.

On all hearings of a specific grievance, the Superior Officers' Association Representative and the employee will be present.

It is understood and agreed that any settlement of a grievance is limited to the date of filing of said grievance.

The extension of grievance or processing time may be extended by mutual consent of both parties, not to exceed ten (10) working days.

Grievances not brought forward within the specified time limits perscribed herein, shall not be considered timely and shall be void.

The grievance procedure, as contained herein, shall be strictly adhered to.

The party requesting a transcript of any hearings shall bear the cost of such.

A grievance which is unanswered shall be considered as a denial.

XXII. TRANSFER INTO PARK POLICE:

Effective January 1, 1976 and covering the contract year 1975, it is agreed that a transfer into the Park Police Department from another Middlesex County Government Law Enforcement Department shall be effected under the following conditions:

1. Transfer will be subject to Civil Service Rules and Regulations and mutual agreement of Department Heads concerned.
2. Start of new employment will take place immediately after leaving former employment.
3. Benefits earned, such as vacation, sick days, etc., will be transferred with the employee.
4. Salary in the new position will be commensurate with an employee in the Park Police Department having approximately the same service time.
5. It is understood that the first effective wage date of this policy is January 1, 1976.

XXIII. PERSONNEL FILE:

It is understood and agreed that the files maintained by the Chief of Police, the County Personnel Director and the Superintendent of the Parks are the official personnel files for all officers. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any person, for any reason whatsoever.

Any member of the Department may by appointment review his personnel file but this appointment for review must be made through the Chief or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

All personnel file entries concerning minor written reprimands will be removed from the Officer's personnel file twenty-four (24) months from the date of entry providing there is no re-occurring like disciplinary action taken within the twenty-four (24) month period. If there is a like disciplinary action taken within the said period, the file shall be kept until such time that there is a period of twenty-four (24) months without disciplinary action at which time the record of discipline shall be removed from his file.

When an Officer is the subject of any discipline, it is understood and agreed that a F.O.P. Representative may be present when requested by the Officer.

When an Officer is the subject of any investigation, it is understood and agreed that a F.O.P. Representative may not be present.

XXIV. EXCHANGE OF DAYS OFF:

A. The Chief or his designated representative may grant a request of any member of the Department to exchange hours, duty, days off, or shifts subject to standard rules and regulations pertaining to all members who make this request. The Officer(s) making such request shall do so with a memo to the Chief through the Squad Leader.

B. The Department Rules and Regulations in effect shall be those to be newly adopted by the Board of Chosen Freeholders on or about October 1979.

XXV. BULLETIN BOARD:

The Employer shall permit a bulletin board for the use of the Association in a location to be determined by the Chief of Park Police. The Association will assume the expense of the bulletin board.

XXVI. DEFECTIVE VEHICLES:

A. It shall be the responsibility of each Officer to immediately report any defective vehicle to his immediate supervisor.

B. In the event a vehicle is determined to be operationally unsafe, said vehicle shall be removed from service and repaired. This article shall cover all emergency equipment, i.e., radio, lights, and siren (hand units not included).

C. If a vehicle is determined to be operationally unsafe, another vehicle will be provided, if available.

D. The Superior Officer in charge or mechanic on duty will determine whether the vehicle is operationally unsafe.

XXVII. WORKING CONDITIONS:

A. Any change in working conditions will be discussed with the Association.

B. Copies of all general orders shall be sent to the Association designee.

XXVIII. CEREMONIAL ACTIVITIES:

In the event a law enforcement officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) off duty uniformed officers of the department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

In the event a law enforcement officer in another department in the County of Middlesex becomes deceased through causes not in the line of duty, the Employer will permit at least two (2) off duty uniformed officers of the department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

Subject to the availability of same, and subject to the Chief's approval, the Employer will permit a department vehicle to be utilized by the member in the funeral service.

Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services.

XXIX. 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.

XXX. 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 subject only to such limitations as are specifically provided in this Agreement.

XXXI. NO STRIKE OR LOCK-OUT:

Neither the Association nor the employee or the employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock-out or any other intentions of interruption of work.

(In accordance with New Jersey Statutes Annotated, Constitution of the State of New Jersey, Article 1, Paragraph 19.)

XXXII. DURATION OF CONTRACT:

It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1st, 1983, until December 31st, 1983.

It is understood and agreed that the provisions of this contract will remain in effect until the signing of a new agreement.

It is further understood and agreed that sections IV and V of this agreement will remain the same, pending the signing of a new agreement.

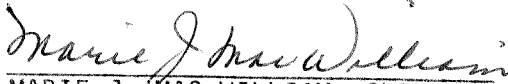
This Agreement may be reopened by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 1983.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF MIDDLESEX

By its BOARD OF CHOSEN FREEHOLDERS:


MARIE J. MAC WILLIAM, CLERK


STEPHEN J. CAPESTRO, DIRECTOR

PARK POLICE, F.O.P. LODGE 95 SUPERIOR OFFICERS


ELECTED REPRESENTATIVE

ELECTED REPRESENTATIVE