

1593

**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF SUSSEX: OFFICE OF THE SHERIFF**

**AND**

**POLICE BENEVOLENT ASSOCIATION LOCAL 138  
(SHERIFF'S UNIT)**

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**JANUARY 1, 1993 through DECEMBER 31, 1995**

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SUSSEX CTY PERSONNEL

SEP 22 P 4:05 '95

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**ARTICLE I - PREAMBLE**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between THE SHERIFF OF THE COUNTY OF SUSSEX (hereinafter referred to as the "Sheriff"), and POLICE BENEVOLENT ASSOCIATION LOCAL 138 (hereinafter referred to as the "Association"), in accordance with Chapter 303, Public Laws of the State of New Jersey of 1968.

**ARTICLE II - SCOPE OF AGREEMENT**

The Sheriff has ascertained that the Association represents a majority of the employees in the negotiating unit hereinafter set forth and the Sheriff recognizes the Association as the sole and exclusive representative for collective negotiations with respect to rate of pay, wages, hours of work and other negotiable conditions of employment of the employees in said negotiating unit.

**ARTICLE III - NEGOTIATING UNIT**

The negotiating unit includes: all Sheriff's Officers employed by the Sheriff of Sussex County, including Sheriff's Sergeants and Sheriff's Lieutenants, ~~and Sheriff's Investigators who serve at the pleasure of the Sheriff without Civil Service title or status,~~ but excluding all non-law enforcement personnel, all other employees in the Office of the County Sheriff, and all supervisors within the meaning of the Act, confidential employees and managerial executives.

**ARTICLE IV - ASSOCIATION REPRESENTATIVES**

The Association shall have the right to designate such members of the Association as it deems reasonably necessary as Association

representatives, who shall not be discriminated against due to their legitimate Association activity.

**ARTICLE V - VISITATION OF PREMISES**

Authorized representatives of the Association shall have the right to enter upon the premises of the Sheriff's Office during working hours after notice to the Sheriff, for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with the work being performed or with proper service to the public.

**ARTICLE VI - RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

Section 1: The Sheriff agrees to make available to the Association all public information which may be necessary for the Association to process any grievance or complaint.

Section 2: Association representatives not to exceed (2) in number, who participate in mutually scheduled collective negotiations or monthly meetings during their schedule hours of work shall suffer no loss in their regular pay for the time they are so engaged.

\* Section 3: Association representatives shall not use the County time for the investigation, writing or presentation of grievance, except in emergency situations and with written consent of their immediate supervisors. An Association representative attending any grievance meeting scheduled by the County, during the representative's working day, shall suffer no loss in the employee's regular pay.

Section 4: Representatives of the Association shall be permitted to transact official Association business on the premises at all reasonable times, provided that this shall not interfere with or interrupt normal operations.

Section 5: The Association may use County buildings at reasonable hours when authorized and appropriately scheduled by the proper authority.

Section 6: The Association may have reasonable use of designated facilities and equipment when not otherwise in use, when authorized and appropriately scheduled by the proper authority.

Section 7: The Association has the reasonable use of a designed bulletin board and the Sheriff's Office mail boxes.

Section 8: Should the representative of the Association, or the Association itself, cause any damage to any facility or equipment owned by the County, the Association hereby agrees to either repair such facility or equipment at its own cost or to reimburse the County for the reasonable cost to repair such facility or equipment.

Section 9: An Association representative required to attend a State or National convention or meeting of the Association, shall provide the Sheriff with a written notice, signed by the Association official, specifying the exact dates and times. This notice should be provided at least two (2) weeks before the scheduled convention or meeting, sooner if possible. The representative shall lose no pay while attending this convention or meeting.

Other convention leave with pay shall be in accordance with Civil Service Rules N.J.A.C. 4A:6-1.13.

**ARTICLE VII - LABOR/MANAGEMENT MEETINGS**

Upon written request by the Association and/or Sheriff, a meeting with the representative shall be scheduled regarding mutual problems. The written request shall specify the reason for the request and identify the matter to be discussed. These meetings shall not be for the purpose of hearing a grievance or for negotiations. Specific dates shall be set for grievance hearings.

**ARTICLE VIII - MANAGEMENT**

Section 1: It is mutually understood and agreed that the Sheriff retains the prerogatives of management, including but not limited to the rights of hiring, suspending, disciplining or discharging for proper cause; promoting, transferring, and scheduling employees; to determine the standards of services to be offered; to take necessary actions in emergencies; to determine the standards of selection for employment; to maintain the efficiency of this operations and the technology of performing its work; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operation; to contract or subcontract for work or services; and to determine the content of job classifications, subject to Civil Service Regulations and any other applicable law or provisions of this Agreement.

Section 2: The parties acknowledge that the Sheriff of Sussex County has pre-eminent authority and final control over negotiable matters of compensation.

Section 3: The Sheriff has the right to promulgate and enforce rules and regulations for the proper and efficient operation of the Sheriff's Office. Such rules and regulations shall be duly and conspicuously promulgated, and shall be observed.

**ARTICLE IX - DUES CHECKOFF/AGENCY SHOP**

Section 1: The Sheriff agrees that on the first payroll of each quarter of the calendar year, Association dues will be deducted from the earnings of each employee who has properly authorized such deductions in writing fifteen (15) days ~~thereafter~~ ~~previously~~. A list of all employees for whom a deduction has been made, showing the amount deducted, shall accompany the remittance.

Section 2: Any non-member employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit, shall as a condition of employment, pay a representation fee to the Association. Full time employees shall pay the representation fee by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty-five (85%) of the regular Association membership dues, fees and assessments as certified to the employee by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular

Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and provided that the requirements of N.J.S.A. 34:13A-5.5 et seq. are satisfied (including the establishment of a Demand and Return system).

The Association agrees that it will indemnify and save harmless the County against any and all actions, claims demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the County of Sussex at the request of the Association under this Article.

#### ARTICLE X - PROMOTIONS

Section 1: Promotional positions shall be filled in accordance with New Jersey State Department of Personnel Rules. Notice shall be posted at the earliest possible time that a promotional vacancy is to be filled.

Section 2: An employee at the maximum pay range for his/her class of employment shall be given the opportunity to advance to the next higher class where available, provided there is a vacancy and provided the employee has the required qualifications and ability.

Section 3: The following procedure shall be used to determine the salary increase upon promotion:

- (a) 5% increase to the base salary, or



(b) Should the 5% increase be less than the minimum of the new range, the employee shall be paid the minimum of the new range.

(c) Should the 5% increase be more than the maximum of the new range, the employee shall be paid the maximum of the new range.

No employee shall receive a pay cut on promotion.

Section 4: An employee serving provisionally under promotional procedures shall be paid for the provisional title effective the date of provisional appointment. If the employee fails the promotional exam or is not eligible for appointment, his/her title and salary shall revert to the previous permanent title and previous salary until eligible for appointment in the promotional title.

#### ARTICLE XI - MILEAGE

Section 1: Employees required to use personal vehicles in the pursuit of proper and necessary County business will be reimbursed at the rate of \$-22 ~~\$-25~~ per mile or pursuant to Employer policy, if increased.

Section 2: All such personal car mileage shall be submitted on the proper travel voucher forms. Beginning and ending odometer readers are required on travel vouchers. All payments will be made in conformance with the "travel policy". Note: Traffic violations (fines) are the responsibility of the employee.

**ARTICLE XII - SAFETY**

The Sheriff agrees to provide safe and adequate working areas and equipment. The Association reserves the right to call upon the Sheriff to investigate any matter involving work areas or equipment. Such request will only be made where the Association feels that the employee is subject to possible impairment of health and safety. The Sheriff will appoint a member of the Association to the Safety Committee if one exists.

**ARTICLE XIII - NO STRIKES**

The Association assures and pledges that its goals and purposes are such that it does not condone strikes or threats thereof by public employees, or work stoppages, slowdowns or any other such actions which would interfere with service to the public or violate the Constitution and the Laws of the State of New Jersey; and the Association will not support anyone acting contrary to this provision; and the Association and the employees agree they will not initiate or participate in such activities nor advocate or encourage members of the unit to initiate or participate in the same.

\* The Sheriff agrees that there shall be no lock-out of employees during the term of this Agreement.

**ARTICLE XIV - DISCRIMINATION**

No employee shall be discharged or discriminated against because of age, race, creed, sex, color, ethnic background, political affiliation or Association activity. The Sheriff

reserves the right to discipline or discharge any employee for just cause.

**ARTICLE XV - ECONOMY LAYOFFS**

The Sheriff agrees that employee layoffs for bona fide economy reasons shall be on the basis of seniority, in inverse order, beginning with temporary help, then provisional employees, and last permanent employees, according to procedures specified in New Jersey State Department of Personnel Rules. In no instance shall permanent employees be laid off and part-time employees be retained. In all cases the Sheriff shall provide proper written notice to employees to be laid off, forty-five (45) days in advance, as required by New Jersey Department of Personnel Rules.

**ARTICLE XVI - DEFENSE FOR MEMBERS**

Whenever a member of the Association is a defendant in any action or legal proceeding arising out of the performance of his/her duties, the County shall provide said member with necessary means for the defense of such action or proceeding instituted as a result of a complaint on behalf of the Sheriff. If any such disciplinary or criminal proceeding instituted by or on complaint of the Sheriff shall be dismissed or finally determined in favor of the member, he/she shall be reimbursed for the expense of his/her defense. (N.J.S.A. 40A:14-155).

**ARTICLE XVII - SUBPOENA OF OFFICERS**

Should an officer be subpoenaed to appear in court in any action or legal or proceeding arising out of the performance of his/her duties, he/she shall be released from his/her duties as

required by the subpoena and the courts, without loss of pay, if a scheduled work day.

If the officer is subpoenaed to appear outside of his/her regularly scheduled tour of duty, such as on a vacation or a personal day off, he/she shall be paid straight time. If the officer is subpoenaed to appear during any week in which he/she has worked forty (40) hours, then the officer will be paid time and one-half for the time spent over the forty hours.

A written certification signed by the ~~department head and the judge involved~~ Sheriff or his designee is to be presented within five (5) days to the Personnel Director before payroll action will be instituted.

#### ARTICLE XVIII - ADHERENCE TO DEPARTMENT OR PERSONNEL RULES

The Sheriff and the Association understand and agree that all rules promulgated by the New Jersey State Department of Personnel or by the Public Employment Relations Commission concerning any matter whenever not specifically covered in this Agreement shall be binding upon both parties.

#### ARTICLE XIX - GRIEVANCE PROCEDURE

Definition: A grievance is any dispute between the parties concerning the application or interpretation of this agreement or any complaint by an employee as to any action or non-action taken towards him/her which allegedly violates any right relating to wages, hours and working conditions arising out of his/her employment.

STEP 1: The Association representative and the aggrieved employee shall present the employee's grievance in writing, to the employee's immediate supervisor within ten (10) working days of its occurrence or ten (10) working days after the employee becomes aware. The supervisor shall attempt to adjust the matter and shall respond in writing to the Association representative and the aggrieved employee within three (3) working days.

STEP 2: If the grievance has not been settled, the Association representative and the aggrieved employee may present the grievance to the Major and/or Undersheriff in the Sheriff's Office, Bureau of Law Enforcement, within five (5) working days after the immediate Supervisor's response is due. The Major and/or Undersheriff shall respond in writing to the Association Representative and the aggrieved employee within five (5) working days after receipt of the grievance.

STEP 3: Should the grievant disagree with the decision of the Major and/or Undersheriff, the Association representative and the aggrieved employee may, within seven (7) working days after the response of the Major and/or Undersheriff is due, present the grievance to the Personnel Office/Personnel Director. The Personnel Office/Personnel Director shall respond in writing to the Association representative and the aggrieved employee within five (5) working days.

STEP 4: Should the grievant disagree with the decision of the Personnel Office/Personnel Director, the Association representative and the aggrieved employee may, within seven (7) working days after

the response of the Personnel Office/Personnel Director is due, submit to the Sheriff or his designee the grievance and a statement in writing and signed as to the issue and/or issues in dispute. Such statement shall set forth the reason and/or reasons why the grievant contends that the Personnel Office/Personnel Director's decision is incorrect, and shall specify the provision or provisions of this agreement alleged to have been violated. The Sheriff or his designee shall review the decision of the Personnel Office/Personnel Director, as well as the grievance, and any statements submitted by the Association representative and the aggrieved employee. The Association representative and the grievant may request to appear before the Sheriff or his designee. The Sheriff or his designee will render a decision, in writing, within ten (10) working days after receipt of the grievance.

STEP 5: Should the grievance be unresolved after Step 4, the matter may be processed as follows:

a. Where the grievance involves an alleged violation of individual rights specified in the New Jersey State Department of Personnel Law and Rules for which a specific appeal to said Department of Personnel is available, the individual shall present his/her complaint to the Department of Personnel directly.

b. If the grievant does not allege a violation of rights within the jurisdiction of the Department of Personnel and if the grievance involves an alleged violation of a specific term of this Agreement, the matter may be submitted to fact-finding by the Association. The Association must file the request for fact-

finding with the Sheriff and with the Public Employment Relations Commission within ten (10) working days after receipt of the Sheriff's decision.

1. The fact-finder shall be selected from the panel maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Public Employment Relations Commission ~~(in accordance with the selection procedures of the Public Employment Relations Commission)~~

2. The parties shall meet at least ten (10) working days prior to the date of the hearing to frame the issues to be submitted to the fact-finder and to stipulate, where possible, the fact of the matter in an effort to expedite this hearing.

3. The fact-finder shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after selection and shall issue a recommendation within thirty (30) days after the close of the hearings.

4. The fact-finder's recommendation shall be in writing and shall set forth findings of fact, reasons and conclusions on the specific issues submitted. The fact-finder shall be without power or authority to make any decision which shall bind the parties and his/her opinion shall be advisory in nature only and limited to the issue submitted to him/her. The fact-finder shall not have the power to add to, subtract from, or modify the provisions of this agreement and shall confine his/her recommendations solely to the interpretation and application of this agreement.

5. a. The costs of the services of the fact-finder shall be borne equally by the Sheriff and the Association. Any other expenses incurred in connection with the fact-finding shall be paid by the party incurring the same.

b. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

#### ARTICLE XX - MEDICAL BENEFITS

Section 1: Employees whose regular work week is at least twenty (20) hours or more are eligible for the following benefits:

A: Insurance under the New Jersey State Health Benefits Program.

B: \$2.00 co-pay prescription program.

C: Dental program I-B as outlined by the New Jersey Dental Service Plan.

Section 2: The plans include coverage for the employee and eligible immediate family members and are fully paid by the County.

Section 3: Coverage shall begin the first of the month after two (2) months of employment, providing that the proper application is completed and filed timely with the Personnel Office.

Section 4: The County will pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors) for Blue Cross/Blue shield and Major Medical Insurance described in Section 1, provided such persons retire from the County after twenty-five (25) years or more of contributions to the N.J. State Pension System and provided such retirees apply for



full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements. This program is administered by the New Jersey State Division of Pensions, Health Benefits Bureau.

Section 5: The County will reimburse eligible employees and retirees with twenty-five (25) years or more of contributions to the N.J. State Pension System for their premium charges under Part B of the Federal Medicare Program for themselves and their eligible immediate family members, provided the County voucher is submitted by the employee to the Treasurer's Office during July and January for the previous six (6) months.

Section 6: Employees who are granted a leave of absence without pay should refer to Article on Leave of Absence.

Section 7: All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance.

#### ARTICLE XXI - HOLIDAYS

Section 1: The ~~thirteen (13)~~ **fourteen (14)** legal holidays presently observed shall continue to be observed under this Agreement:

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
Christmas Day	Day after Thanksgiving Day

Also to be observed are any other holidays declared by the legally constituted authorities of the County, Governor or President.

When a holiday, as above, falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following day, Monday.

Section 2: A day's holiday pay shall be equal to the employee's pay for his/her regularly scheduled work day.

ARTICLE XXII - VACATIONS

Section 1: All employees shall be granted vacation leave, based upon the following from date of last hire:

First year - 1 day per month to end a calendar year	
Upon completion of 1 thru 5 years - - - -	12 days per year
Upon completion of 6 thru 7 years - - - -	13 days per year
Upon completion of 8 thru 11 years - - -	15 days per year
Upon completion of 12 thru 15 years - - -	17 days per year
Upon completion of 16 thru 20 years - - -	20 days per year
Upon completion of 21 thru 26 years - - -	23 days per year
Upon completion of 27 or more years - - -	25 days per year.

Anniversary Date: Should an employee whose anniversary date falls between January 1 and June 30 be eligible to receive increased vacation in accordance with the aforementioned schedule, he/she shall receive one-half the increased allotment for said year and receive the full allotment January 1 of the following year. Should an employee's anniversary date fall between July 1 and December 31, he/she shall receive the increased allotment January 1 of the forthcoming year.

Section 2: Employees on the payroll as of January 1 of any calendar year shall on that January 1 be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided however, that if the employee works less than twelve months in the calendar year, he/she is entitled to a pro rata share of such vacation entitlement. An employee who has used more vacation time than he/she is entitled to at the time of severance

shall have an amount equal to his/her daily rate at the time of severance deducted from his/her final pay for each day of vacation the employee has used in excess of the number of days to which he/she is entitled.

Section 3: No vacation days shall be taken for less than one-half day and providing it is mutually agreed by the employee and the Sheriff.

Section 4: Employees shall submit requests for vacation times of five (5) consecutive work days or more to the Sheriff in writing no later than four (4) weeks before his/her requested vacation, with first and second choices. The Sheriff shall answer the request in writing within five (5) working days. The requested vacation shall be scheduled where practical on the basis of seniority. Vacations of less than five (5) consecutive work days should be requested in writing four (4) working days, where possible, before the requested vacation leave. The Sheriff should answer the request in writing no later than two (2) working days before the requested vacation leave.

The Sheriff shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

Section 5: Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Sheriff unless the Sheriff determines that it cannot be taken because of pressure of work. Then a maximum of one year's allotment may be carried forward into the next year.

Section 6: Any employee whose service with the Sheriff terminates shall have unused vacation time paid to him/her, or the employee's legal representative in the event of his/her death.

**ARTICLE XXIII - SICK LEAVE**

Section 1: All employees shall be granted sick leave based upon the following from date of last hire:

1 1/4 days per month in the first year of service, then  
15 days per calendar year thereafter

Section 2: All unused sick leave may be accumulated from year to year.

Section 3: Employees absent from work on sick leave shall submit themselves to a physical examination monthly by the County Physician, who shall make a report to the Sheriff as to said employee's ability to return to work. If the County Physician should determine that the employee could return to work, but is not qualified to perform his/her regular duties, then the Sheriff shall determine if the employee may return to work and to what duties.

Section 4: The parties agree to adhere to New Jersey Department of Personnel Rules regarding sick leave.

Section 5: An employee upon retiring shall be paid for one-half of the unused sick leave accumulated up to a maximum of (\$15,000.00). The employee shall be compensated for this accumulated time at his/her daily rate of pay at the date of retirement.

An employee whose employment with the Sheriff is terminated in good standing for reasons other than retirement, he/she shall be

paid for accumulated unused sick leave based upon the following schedule:

Upon completion of 5 thru 10 years of service - 1/8 up to \$15,000.00.

Upon completion of 11 thru 20 years of service - 1/4 up to \$15,000.00.

Upon completion of 21 years or more = 1/2 up to \$15,000.00.

**ARTICLE XXIV - PERSONAL, BEREAVEMENT LEAVE & JURY DUTY**

**Section 1:** All employees shall receive three (3) days leave per year for personal business, non-accumulative. No personal days shall be taken for less than a half day and providing it is mutually agreed by the Sheriff and the employee. An employee must give the Sheriff twenty-four (24) hours notice when possible before taking personal leave.

**Section 2:** All employees shall receive three (3) consecutive working days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, step-sister; father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, step-brother, step-sister, grandparents, step-parents, and step-children; such leave being separate and distinct from any other leave time. The employee shall be allowed three (3) working days per incident.

**Section 3:** Should an employee be obligated to serve as a juror, he/she shall not lose any pay for the time spent for jury duty.

**ARTICLE XXV - WORKER'S COMPENSATION LEAVE**

**Section 1:** Employees entitled to receive worker's compensation insurance shall be paid their regular salary for the first five (5) days after injury on the job without charges against their sick leave, vacation time or personal leave. The employee shall be responsible for providing the Sheriff with a medical certificate verifying that he/she is unable to return to full duty for those five (5) days.

Should the employee be unable to return to full duty after those five (5) days, he/she shall provide the County with a medical certificate. Should the Worker's Compensation Carrier determine that he/she is eligible to receive Worker's Compensation Insurance payments retroactively, the employee shall reimburse the County for the five (5) days originally paid by the County.

**Section 2:** The time that the employee shall be paid Worker's Compensation Insurance shall not be charged against his/her sick, vacation or personal leave, but said employee shall be paid for any holidays which occur during the time he/she is receiving Worker's Compensation.

**Section 3:** During the time that the employee is receiving Worker's Compensation, the County shall assume both the County's share and the employee's share of pension costs (but not contributory insurance) and the cost for all medical benefits, excepting however, if the employee fails to reimburse the County for contributory insurance.

## ARTICLE XXVI - LEAVES OF ABSENCE

Section 1: The Sheriff, with the approval of the County, may grant the privilege of a leave of absence without pay to a permanent employee for a period not to exceed six (6) months at any one time, provided all vacation time earned has been used first. Such leaves may be renewed for an additional period of six (6) months only by the Sheriff with approval by a Resolution of the Board of Chosen Freeholders. (N.J.A.C. 4A:6-1.10). A leave of absence for a temporary or provisional employee may not be granted.

Section 2: Maternity Leave of Absence. An employee shall notify the Sheriff and the Personnel Department of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave of absence without pay as aforementioned in Section 1.

A maternity leave of absence shall be for a period of not more than one (1) year (two consecutive six month periods). The employee may elect to return at an earlier date, provided the employee shall be deemed medically fit to resume the duties and responsibilities of her position.

Section 3: Military and all other leave shall be granted in accordance with N.J.A.C. 4A:6-1.1 et seq., "Leaves of Absence".

Section 4: An employee on any type of leave of absence shall be responsible for the employee's share of pension and contributory insurance. Such premiums shall be deducted from the employee's paycheck upon certification from the Division of Pension.

Section 5: The County shall pay medical insurance premiums, prescription program premiums and dental program premiums for an employee on medical leave of absence for a maximum of the first three (3) months provided the employee provides the County with a medical certificate verifying he/she cannot work. Thereafter, the employee shall be responsible for reimbursing the County for those premiums ~~in a timely manner~~ and failure to do so shall result in cancellation of the employee's coverage.

An employee on leave of absence shall not be reimbursed for Medicare B.

Employees taking a leave of absence for other than medical reasons are responsible for reimbursing the County for all health benefits/health maintenance organization premiums, prescription premiums and/or dental premiums.

Section 6: Employees on any type of leave of absence shall not accumulate or be eligible for vacations, sick leave, personal leave or holidays.

#### ARTICLE XXVII - TUITION REIMBURSEMENT

Section 1: The County agrees to appropriate monies totaling Two Hundred Dollars (\$200.00) annually (non-accumulative under state regulations) to provide a fifty percent (50%) tuition reimbursement to Sheriff's Officers who intend to take a course which is clearly job-related.

Section 2: To be eligible for the program, said employee must be full time and permanent.



The course must be taken at an accredited institution approved by the Personnel Director.

The interested employee must submit a written request for approval and authorization prior to registration for course work in the proper form. The request must be presented to the Sheriff for initial approval and the Personnel Director for final approval or disapproval of his /her application within two (2) weeks.

Section 3: Within four (4) weeks after completion of the course work, the employee shall submit to the Personnel Director, via the Sheriff, certification ~~for~~ of successful completion of course work on the proper form. This certification ~~for~~ of successful completion shall contain a statement to be completed by the accredited institution as evidence of successful completion and paid expenses. Payments will be made to the employee after approval by the Personnel Director and after the employee has completed and signed the proper voucher form.

Section 4: The tuition reimbursement program will be administered by the Personnel Director and subject to any and all regulations as set by the Personnel Director.

#### ARTICLE XXVIII - LONGEVITY

Section 1: To be eligible for longevity, an employee must be full time and permanent.

Years of completed service shall be computed from December 16 of any given year to December 15 of the following year in accordance with the following schedule:

00 thru 04 years	0.0% of base salary
05 thru 09 years	1.5%
10 thru 14 years	3.0%
15 thru 19 years	4.5%
20 thru 24 years	6.0%
25 years and more	7.0%

Section 2: Payment will be made in mid-December on a lump sum basis. The parties recognize that under pension regulations, longevity paid on a lump sum basis is not subject to pension contributions and, therefore, not creditable for pension purposes.

Section 3: An employee granted any leave of absence without pay, shall receive pro rata longevity based upon the actual number of months worked.

An employee who retires in accordance with N.J. State Division of Pensions regulations, shall receive pro rata longevity based upon the actual number of months worked.

An employee who terminates for reasons other than retirement shall not be granted longevity.

#### ARTICLE XXIX - PAY PERIODS

Section 1: Employees shall be paid on a bi-weekly basis. Pay day is every other Wednesday. The pay period will run from Wednesday to Tuesday.

Section 2: The last pay of the calendar year and the first pay of the new year may contain adjustments to adequately close out the year.

Section 3: Annual salaries are divided by 261 work days to determine the daily rate of pay.

**ARTICLE XXX - HOURS OF WORK**

Section 1: The normal work week for full time employees shall consist of forty (40) hours, which includes a one-half hour unpaid lunch. However, since service of civil process is an essential part of the function of the Sheriff's Office and since such activity frequently occurs at times other than the normal work day, the Sheriff may schedule employees to work at other hours, allowing equal compensatory time as heretofore. These shall not apply to time required outside the normal work day for criminal matters (transporting prisoners, DVC's attendance in court with prisoners, warrants and appearing in court for criminal cases.

**ARTICLE XXXI - OVERTIME**

Section 1: Officers scheduled by the Sheriff to work in excess of forty (40) hours in a work week shall be paid at the rate of time and one-half for all hours they work in excess of forty hours that week. Employees scheduled to work a regular Monday to Friday work week who work on a Saturday or Sunday, shall receive time and one-half for all hours they work on said Saturday or Sunday, provided that any absence during their regular work week is justified.

Section 2: Employees scheduled to work on a holiday, except for Thanksgiving Day, Christmas Day and New Year's Day, shall be paid their regular day's pay plus time and one-half for all hours worked on such holiday. An employee called to work on Thanksgiving

Day, Christmas Day and New Year's Day shall be paid their regular day's pay plus double time for all hours worked on such holiday.

Section 3: All overtime and/or extra hours must be authorized and specifically scheduled by the Sheriff.

Section 4: ~~Effective January 1, 1992,~~ an employee shall receive a shift differential of four (4%) percent for the evening shift and seven (7%) percent for the midnight shift of his/her hourly rate. The evening shift shall be defined as the regularly scheduled or assigned shift in which the majority of the working hours fall between 3:00 PM and 11:30 PM. The midnight shift shall be defined as the regularly scheduled shift in which the majority of the working hours falls between 11:00 PM and 7:30 AM.

**ARTICLE XXXII - SALARY RANGES**

Salary ranges for the years ~~1991 and 1992~~ **1993, 1994 and 1995** are as follows:

**SALARY SCHEDULE**  
**SHERIFF'S OFFICERS**

<u>STEP</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
7	\$34,793.85	\$36,533.54	\$38,360.22
6	\$33,288.15	\$34,952.56	\$36,700.19
5	\$31,781.40	\$33,370.47	\$35,038.99
4	\$30,274.65	\$31,788.38	\$33,377.80
3	\$28,768.95	\$30,207.40	\$31,717.77
2	\$27,262.20	\$28,625.31	\$30,056.58
1	\$25,755.45	\$27,043.22	\$28,395.38
MIN	\$24,249.75	\$25,462.24	\$26,735.35

**SHERIFF'S SERGEANTS**

<u>STEP</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
3	\$41,640.90	\$43,722.95	\$45,909.09
2	\$39,191.25	\$41,150.81	\$43,208.35
1	\$37,353.75	\$39,221.44	\$41,182.51
MIN	\$35,517.30	\$37,293.16	\$39,157.82

SHERIFF'S LIEUTENANTS

<u>1993</u>	<u>1994</u>	<u>1995</u>
\$43,362.90	\$45,531.05	\$47,807.60

Employees in the K-9 unit shall receive an additional ~~\$2.00~~ per diem in 1991 and \$2.50 per diem in 1992.

ARTICLE XXXIII - WAGES

Section 1: ~~Effective January 1, 1991~~ Each employee who meets the employment requirement described in Section 4 shall be placed at the appropriate step on the salary schedule ~~for 1991~~ (i.e. Officers in Step 1 to Step 2, Step 2 to Step 3, etc.). No employee shall be paid more than the maximum of the established salary range.

Section 2: ~~Effective January 1, 1992~~ ~~on January 1 of each succeeding year,~~ each employee who meets the employment requirement described in Section 4 shall be placed at the appropriate step on the salary schedule for 1992 ~~the next year~~ (i.e. Officers in Step 1 to Step 2, Step 2 to Step 3, etc.) No employee shall be paid more than the maximum of the established salary range.

Section 3: The salary schedule and step increments for all employees covered by this Agreement shall be as set forth in the schedules attached and represent an ~~eight (8%)~~ ~~five (5%)~~ percent increase across the board in each year. Increases in wages granted herein shall be paid retroactive to January 1, 1991, and all "retroactive" monies due and owing hereunder shall be paid to PBA Bargaining Unit members within a reasonable period of time.

Section 4: To be eligible for the increases described in Sections 1 and 2, a new employee must complete the training course prescribed by the Sheriff, or be employed for one full year, whichever occur first. Thereafter, that employee will be eligible for increases each succeeding January 1st.

~~Section 5: No salary increment shall be earned or granted after the expiration of this Agreement, unless agreed upon during negotiations for a successor agreement.~~

**ARTICLE XXXIV - LEGALITY**

Any provisions of this Agreement to be found in violation of any existing or future local, state or national legislation shall be subject to renegotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

**ARTICLE XXXV - UNIFORM ALLOWANCE**

All uniformed officers shall receive ~~\$500.00~~ \$700.00 in 1991 and ~~\$650.00~~ in 1992 per year as an annual uniform allowance for replacement and upkeep. Said sum shall be paid in equal installments on each of the first paydays in ~~January, April, July~~ and October of the above mentioned years, subject to established dress/uniform code approved by the Sheriff.

**ARTICLE XXXVI - PERSONNEL FILES**

Each employee shall have the right to inspect and review his/her own individual personnel file upon request to the Personnel

Department and/or Sheriff. The employer agrees to permit this review and examination at a reasonable time. The employee shall have the right to define, explain or object in writing to anything found in his/her personnel file. This writing shall become a part of the employees personnel file. The official personnel file is located in the Personnel Department and a secondary file may be kept by the Sheriff's Office.

**ARTICLE XXXVII - NEGOTIATION PROCEDURE**

The parties agree to begin bargaining ninety (90) days prior to termination of this Agreement.

**ARTICLE XXXVIII - DURATION OF AGREEMENT**

The terms and effects of this Agreement shall be in force commencing with the signing of this Agreement, and remain in effect in full force through December 31, 1992~~5~~ and thereafter until a successor agreement is executed.

Signed this 22nd day of September, 1995 by the duly authorized representatives of the parties hereto.

WITNESS:

SHERIFF OF THE COUNTY OF SUSSEX

Michael Frankel

By: Robert E. [Signature]

WITNESS:

POLICE BENEVOLENT ASSOCIATION  
LOCAL 138 (SUSSEX COUNTY  
SHERIFF'S OFFICERS UNIT)

[Signature]

By: Scott A. [Signature]

Sworn to and subscribed before me this 22 day of September 1995, 19    .

Barbara A. Chappe  
Notary Public

BARBARA A. CHAPPE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11/18/97

SUSSEX COUNTY  
SEP 22 11 06 AM '95

