

A G R E E M E N T

between

THE COUNTY OF WARREN

and

SERGEANTS ASSOCIATION OF PBA LOCAL #302

January 1, 1991 through December 31, 1993

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PREAMBLE

THIS AGREEMENT, made and entered into as of this _____ day of _____, 1991, by and between the County of Warren, a body politic and corporate of the State of New Jersey, hereinafter sometimes referred to as the County, and the Sergeants Association of P.B.A. Local 302, hereinafter sometimes referred to as the Association, is the final and complete understanding between the County and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the County and those of its employees who are subject to this Agreement, in order that more efficient and progressive service be rendered.

Upon execution of this Agreement, both parties agree that the provisions of all prior Agreements shall be superseded.

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ARTICLE ONE

RECOGNITION AND SCOPE

Section 1:

The County hereby recognizes the Association as the sole and exclusive representative of all Correction Officer Sergeants employed by the County of Warren excluding correction officers, deputy wardens, warden, managerial executives, casual employees, non-law enforcement personnel, confidential employees, and all other employees of the County for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., as amended, in all matters pertaining to wages, hours of work, and other terms and conditions of employment, to the extent deemed mandatorily negotiable under said Act.

Section 2:

Unless otherwise indicated, the terms "employee" or "employees" when used by this Agreement refer to all persons represented by the Association in the above-defined negotiating unit.

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ARTICLE TWO

EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of the State or Federal Laws or New Jersey Department of Personnel Administrative Regulations. Disputes arising exclusively under such laws or regulations shall not be grievable under Article Six of this Agreement.

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ARTICLE THREE

PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

Section 1:

Upon request, the County agrees to deduct from the salaries of those of its employees who authorize it, membership dues from the Association. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with the law, and monies collected, together with a listing of the employees, shall be transmitted to the treasurer of the Association by the fifteenth (15th) day of each month following collection.

Section 2:

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the County a certified copy of the Resolution indicating dues change(s) and the effective date of such change(s).

Section 3:

The Association will provide the necessary dues deduction forms and will secure the signatures of its members on the forms, and deliver the signed forms to the Clerk of the Board of Chosen Freeholders or his designee. The Association shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the County in reliance upon salary deduction authorization cards submitted by the Association.

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ARTICLE FOUR

ASSOCIATION REPRESENTATIVES, RIGHTS AND ACTIVITY

Section 1: 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 activities.

Section 2: ASSOCIATION RIGHTS

A. Access to Premises

1 (a) Upon twenty-four (24) hours advance notice the Association President or Vice President shall be admitted to the premises of the County for the purpose of conducting legitimate Association business, provided this does not interfere with or interrupt normal operations of the employer's facility. Admittance to the Warren County Jail shall not be afforded to said Association representatives during meal periods and lock up periods.

(b) Said representatives shall have the opportunity to consult with employees in the negotiations unit. The County shall designate appropriate places for said consultations. Such consultations may be held provided they do not interfere with or interrupt the orderly flow of work and normal operations of the employer's facility.

(c) The employer's permission, which shall not be unreasonably denied, must be obtained in advance of admission to the premises and/or consultation with employees, as set forth in subsections (a) and (b) above. Reasons for denial shall be stated in writing, in the absence of which, permission is deemed granted.

Section 3: ASSOCIATION ACTIVITY

A. The County agrees that during working hours and without loss of pay the number of designated Association representatives set forth below shall be permitted to engage in the activities specified, provided prior approval is granted by the Warden or his designee and provided participation in such activities does not interfere with or interrupt the normal operations of the employer's facility:

1. Two (2) Association representatives, namely the Association President and Vice President, shall be permitted to represent an employee at a grievance meeting. The aggrieved

employee will also be permitted to attend the meeting without loss of pay. In his discretion, the Warden may permit other employees to attend a grievance meeting without loss of pay. Failure of the Warden to excuse from duty more than the said two Association representatives and the employee shall not be grievable.

2. Only one (1) Superior Officer may be permitted to attend negotiations meetings with the County's representatives while on duty without loss of pay. Up to two (2) additional employees who are off duty may attend negotiations meetings provided they are authorized to do so by the Association.

Section 4: LEAVE FOR ASSOCIATION ACTIVITY

A. The County agrees to provide up to two (2) paid days leave for the Association President to attend the State P.B.A. Mini-Convention. This leave is to be used exclusively for the purpose stated. Notification of the need to use such leave shall be given to the County in writing at least fourteen (14) days in advance by the Association President.

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ARTICLE FIVE

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1:

In order to effectively administer the affairs of the County Government and to properly serve the public, the County of Warren hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the County;
2. To direct its working forces and operations;
3. To hire, promote, assign or reassign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action against employees consistent with Civil Service law;
5. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of County government.
6. To determine the initial hiring rate, within the applicable rate range, of new employees. Nothing stated herein is intended to grant to the County any greater rights than it presently has under law regarding the hiring of new employees, whether from within or without the ranks of current County employees. Rather, this provision is only intended to address the salary placement of newly hired employees, as opposed to employees promoted from the ranks of current Corrections Officers. Such placement will not exceed step 4 of the salary guide in effect at the time of hiring.

Section 2:

The County's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and of the United States.

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ARTICLE SIX

GRIEVANCE PROCEDURE

Section 1: DEFINITION

A. Grievance - A grievance is an alleged violation of terms and conditions of employment as set forth in this Agreement or any dispute with regard to the Agreement's meaning or application. (This is also referred to as a contractual grievance). A grievance as defined herein shall also include a dispute concerning the meaning, interpretation or application of personnel policies or administrative decisions affecting the welfare of an employee covered under this Agreement. Such latter grievance, which is known as a non-contractual grievance, may only be processed to Step 3 below. The term grievance (including contractual and non-contractual) and the grievance procedure set forth herein shall not apply to:

(1) To matters which involve the interpretation or application of a Civil Service Rule or Regulation or N.J.S.A. Titles 11 and 11A (Civil Service), and in which method of review is prescribed by law, rule or regulations;

(2) To matters which involve the interpretation or application of any other State or Federal statutes or rule or regulation of any Federal or State agency and in which a method of review is prescribed by law, rule or regulation;

(3) To matters where the County is without authority to act;

(4) To those matters which the Association raised during the negotiations that led to this Agreement;

(5) To those matters excluded from the grievance procedure by other provisions of this Agreement.

B. Immediate Superior - An employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

Section 2: Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems affecting employees arising under this Agreement.

The parties agree that disputes shall be resolved at the lowest possible administrative level. Thus the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

3. a statement of the results of prior discussions thereon, and

4. a statement of the grievant's dissatisfaction with such results.

The Freeholders or their designee shall have ten (10) days from receipt of the grievance within which to render a decision.

Step 4: If the grievance is not settled through Step 3, then either the Association or the County may move an arbitrable grievance to arbitration by notifying the American Arbitration Association. The request for arbitration shall be made within fourteen (14) days after decision is rendered at Step 3. Request for arbitration shall be made upon written notice to the opposing party.

An arbitrator shall be selected in accordance with the Rules and Regulations of the American Arbitration Association, and shall be appointed to hear the grievance and render his award in writing. The award shall set forth the facts and the arbitrator's reasons for reaching his result, and shall be final and binding on both parties, subject to applicable state or federal administrative and judicial review procedures. The cost of the arbitrator's fee shall be paid by the losing party as well as all other costs reasonably related to the arbitration including the prevailing party's attorneys fees. The arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue his decision within thirty (3) calendar days after the close of the hearing unless the time for rendering the award is extended upon the consent of the parties. The arbitrator shall only consider a dispute which comes within this Article (i.e., a contractual grievance as defined above) and shall interpret this Agreement as written and shall have no authority to alter, amend, or add to or delete from the terms of this Agreement.

If the County fails to meet on any grievance and/or answer any grievance within the prescribed time limits as hereinabove specified, the grievance may be processed to the next step of the grievance procedure if it is otherwise allowed by this Article.

Section 4: In the presentation of a grievance, an employee shall have the right to present his appeal or to designate a representative to appear with him at any step in his appeal. An employee is entitled to be represented by an attorney of his own choosing at Steps 3 and 4.

Section 5: This grievance procedure shall be utilized for any dispute covered by the terms of this Agreement. The failure to file or process a grievance in accordance with the time lines herein shall constitute an abandonment of the dispute, provided however that if the County contends that there has been a failure

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to file or process a grievance in accordance with the time lines herein, and if the Association contests the County's contention, nothing stated herein shall bar the Association from presenting its arguments in a timely manner. Furthermore nothing stated herein shall preclude the Association from arguing a continuing violation in appropriate circumstances.

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ARTICLE SEVEN

SALARIES, SHIFT DIFFERENTIAL, PROMOTIONS
AND DEMOTIONS

Section 1:

Effective January 1, 1991, the following salary guide shall be established for Corrections Officer Sergeants. Except as described below, each employee shall be placed onto the new salary guide at one step higher than the step he or she held on December 31, 1990. This placement on the new salary guide shall be the total salary adjustment for each such employee as it includes the employee's incremental or salary step adjustment for 1991, provided he or she is eligible to receive same.

Salary Guide Effective January 1, 1991

Step 1	\$21,875
Step 2	\$22,969
Step 3	\$24,063
Step 4	\$25,157
Step 5	\$26,251
Step 6	\$27,345
Step 7	\$28,439
Step 8	\$29,533
Step 9	\$30,627
Step 10	\$31,721
Step 11	\$32,815
Step 12	\$33,909

Employees hired during the last calendar quarter of 1990 (i.e., October 1st through December 31st) shall be placed at Step 1 for 1991. This salary adjustment shall constitute their total salary adjustment for 1991. Employees hired during 1991 shall be hired at Step 1 and remain at said step for 1991, subject to Article Five, Section 1(6).

Section 2:

Effective January 1, 1992, the following salary guide shall be established for Corrections Officer Sergeants. Except as described below, each employee shall be placed onto the new salary guide at the same step that he or she held on December 31, 1991. Additionally all eligible employees shall receive an increment effective on the first full payroll after July 1, 1992.

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Salary Guide Effective January 1, 1992

Step 1	\$22,969
Step 2	\$24,117
Step 3	\$25,265
Step 4	\$26,413
Step 5	\$27,561
Step 6	\$28,709
Step 7	\$29,857
Step 8	\$31,005
Step 9	\$32,153
Step 10	\$33,301
Step 11	\$34,449
Step 12	\$35,597

Employees hired during the last calendar quarter of 1991 (i.e., October 1st through December 31st) shall be placed on Step 1 on the above range for 1992. This salary adjustment shall constitute their total salary adjustment for 1992. Employees hired during 1992 shall be hired at Step 1 above and remain at said salary for 1992, subject to Article Five, Section 1(6).

Section 3:

Effective January 1, 1993, the following salary guide shall be established for Corrections Officer Sergeants. Except as described below, each employee shall be placed onto the new salary guide at the same step that he or she held on December 31, 1992. Additionally all eligible employees shall receive an increment effective on the first full payroll after July 1, 1993.

Salary Guide Effective January 1, 1993

Step 1	\$24,117
Step 2	\$25,323
Step 3	\$26,529
Step 4	\$27,735
Step 5	\$28,941
Step 6	\$30,147
Step 7	\$31,353
Step 8	\$32,559
Step 9	\$33,765
Step 10	\$34,971
Step 11	\$36,177
Step 12	\$37,383

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Employees hired during the last calendar quarter of 1992 (i.e., October 1st through December 31st) shall be placed at Step 1 for 1993. This salary adjustment shall constitute their total salary adjustment for 1993. Employees hired during 1993 shall be hired at Step 1 and remain at said step for 1993, subject to Article Five, Section 1(6).

Section 4:

For the term of this Agreement the shift differential for the Evening (or Second) Shift shall be 35 cents per hour. During 1991 the shift differential for the Night (or Third) Shift shall be 50 cents per hour, which shall increase to 55 cents per hour in 1992 and to 60 cents per hour in 1993.

Section 5:

For the term of this Agreement the current weekend differential shall be continued for all employees, that is, \$.75 (75 cents) per hour for each hour worked on a weekend. This differential shall be paid in addition to any applicable evening or night differential. For purposes of this Section a weekend is defined as the period from 12:00 a.m. on Saturday through and including 11:59 p.m. on the following Sunday.

Section 6:

Shift Overlap - For the term of this Agreement, employees shall be paid at their straight time hourly rate for a fifteen (15) minute overlap per shift per day.

Section 7:

Promotions - Upon promotion to Corrections Officer Sergeant from employment by the County as a Corrections Officer, an employee shall receive no less than one full increment which shall be calculated and determined upon the salary range in effect before promotion.

Section 8:

Demotions - Upon demotion, the employee shall receive the salary he would have received had he occupied the demoted position continuously from the date he commenced occupying the position from which he was demoted. In other words, the employee's salary history is reconstructed using as a starting point the date the employee commenced occupying the position from which he was demoted, and all salary adjustments and increments are

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reconstructed as if the employee had occupied the demoted position continuously since that starting point. The foregoing represents a method of computation, and does not cause reduction, repayment, or reimbursement of salary paid prior to any demotion.

Section 9:

The County's bi-weekly payroll system shall be continued.

Section 10:

Effective in 1994 and thereafter, the County and the Association have agreed that salary increments shall be paid automatically without the need for further negotiations on the first full payroll after July 1 to all employees who have been in the employ of the County for more than three months prior thereto. The County and the Association have agreed that future negotiations starting with 1994 and thereafter regarding salary shall concern only a salary adjustment to the salary guide but shall not involve the payment of salary increments which shall be paid automatically in July of the new contract year. The County and the Association agree that though the payment of the increments is automatic, the County is entitled to receive credit in future negotiations for the automatic payment of salary increments against the total cost of the salary package for the contract year paid. The County reserves the right to assert in negotiations that the future increments paid are "new money" while the Association reserves the right to assert that the future increments paid are "old money".

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Section 4:

When a vacation allowance for an employee changes based on his years of service during any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth day of the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

Section 5:

The Employer and his delegated representatives shall attempt to schedule work, in so far as possible, to preclude changes in the vacation scheduling.

Section 6:

Employees shall submit a request for vacation time of five consecutive work days or more, with first and second choices. The first choice for the first two weeks requested shall be scheduled where practicable on the basis of seniority within specific job title classifications. No more than one (1) Corrections Sergeant shall be permitted to be absent at any one time. Vacations of less than five (5) consecutive work days may be scheduled by mutual agreement between the employee and his supervisor or department head.

Section 7:

If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate or legal representative.

Section 8:

No vacation days shall be taken for less than a full day, except at the discretion of the department head.

Section 9:

Employees shall not be credited with vacation time if they are on an approval leave of absence without pay for periods in multiples of one month or major part thereof.

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ARTICLE EIGHT

OVERTIME

Section 1:

All employees in full-time positions shall be paid time and one-half time prorated on their current salary for such time as they are requested to work in excess of their normal work week. It shall be the policy of the County that no overtime shall be allowed for work which could be accomplished during the normal working hours; therefore, accompanying the vouchers submitted for overtime pay must be a statement submitted by the Warden or his designee certifying to the necessity and reason for overtime. Overtime shall be paid in cash and shall not be given as compensatory time.

Section 2:

Employees working on a holiday shall receive a holiday premium of two (2) times their normal hourly rate of pay for each hour worked on a holiday. In addition, the employee shall be entitled to one (1) compensatory day off from work at a later date for each holiday worked.

Section 3:

Employees working overtime on a shift where they receive shift differential shall be paid said shift differential in addition to their over time pay for the hours worked.

ARTICLE NINE

VACATIONS

Section 1:

All permanent or provisional full time employees covered by this agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation leave as provided herein.

1. One working day of vacation for each month of employment during the first calendar year of employment.
2. Twelve working days of vacation from one through five years of service.
3. Fifteen working days of vacation from five through twelve years of service.
4. Twenty working days of vacation from twelve through twenty years of service.
5. Twenty-five working days of vacation after the twentieth year of service.

Section 2:

Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established employer policy. Vacation allowances must be taken during the current calendar year at such time as permitted or directed by the department head, unless the department head determined it cannot be taken because of pressure of work. Only one year of earned vacation allowance may be carried forward to the next succeeding year. Where an employee has earned vacation in excess of one year allowance as of October 1, the employee will meet with his supervisor to schedule such vacation time as may not be carried into the succeeding calendar year, so that no accrued vacation time will be lost.

Section 3:

Upon separation from the County or upon retirement, an employee shall be entitled to vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Section 4:

When a vacation allowance for an employee changes based on his years of service during any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth day of the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

Section 5:

The Employer and his delegated representatives shall attempt to schedule work, in so far as possible, to preclude changes in the vacation scheduling.

Section 6:

Employees shall submit a request for vacation time of five consecutive work days or more, with first and second choices. The first choice for the first two weeks requested shall be scheduled where practicable on the basis of seniority within specific job title classifications. No more than three (3) Correction Officers shall be permitted to be absent at any one time, it being understood that the County reserves the right to transfer employees to cover for employees on vacation, and it being further understood that whenever an employee is on National Guard (or similar military) duty the maximum number of employees on vacation shall be reduced to two (2). Vacations of less than five (5) consecutive work days may be scheduled by mutual agreement between the employee and his supervisor or department head.

Section 7:

If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate or legal representative.

Section 8:

No vacation days shall be taken for less than a full day, except at the discretion of the department head.

Section 9:

Employees shall not be credited with vacation time if they are on an approval leave of absence without pay for periods in multiples of one month or major part thereof.

ARTICLE TEN

HOLIDAYS

Section 1:

The legal paid holidays which are recognized holidays for the purposes of this Agreement are as follows:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday (Third Monday in February)
Easter Sunday
Memorial Day (Last Monday in May)
Independence Day
Labor Day
Columbus Day (Second Monday in October)
Election Day
Veteran's Day
Thanksgiving Day and the Friday succeeding the same
Christmas Day

Section 2:

Holidays shall be celebrated on the days on which they occur for all purposes including the receiving of holiday pay.

Section 3:

A. Employees working on legally declared holidays shall be paid holiday pay as defined in Article Eight above.

B. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence.

Section 4:

In addition to the aforementioned holidays, the County will have the option to grant a holiday when the President of the United States as Chief Executive of the U. S. declares a holiday by proclamation; or when the Congress of the United States shall pass and declare a holiday to be legal under the laws of the the U. S., or when the Governor of the State of New Jersey shall pass and declare a holiday to be legal under the laws of the State of New Jersey.

ARTICLE ELEVEN

LEAVES OF ABSENCE

Section 1: Sick Leave

Sick leave shall accumulate at the rate of one day per month in the first calendar year of service, commencing in the first month or major portion thereof, from the date of hire.

Sick leave shall accumulate year to year with one day a month credited to the employee at the beginning of each successive month, and an additional day added every four months, for a total of fifteen days per year.

Employees shall not be credited with sick leave days if they are on an approved leave of absence without pay for periods in multiples of one month or major part thereof.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, or illness in immediate family, accident or exposure to contagious disease.

Sick Leave is credited on a monthly basis only and cannot be advanced.

In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual reporting time or other time as required or necessitated by the circumstances.

1. At the discretion of the appointing authority, he may at any time require the employee seeking sick leave to submit acceptable medical evidence on the approval form.

2. If an employee is absent for five consecutive working days, a doctor's certificate may be required upon returning to work.

3. For sick leave totaling more than fifteen days in a calendar year, a doctor's certificate shall be required upon returning to work. Sick leave taken with a doctor's certificate is not included within the fifteen days aforementioned.

4. Up to two weeks sick leave shall be approved to any employee for emergency attendance upon a member of his immediate family (father, mother, spouse, child, foster child, sister, brother, or other near relatives residing in the employee's household) critically ill and requiring the presence of such

employee. Additional sick leave may be granted by the Board of Chosen Freeholders if special circumstances so require.

5. If all bereavement leave set forth below in Section 6 has been exhausted, then up to two weeks sick leave may be approved because of death in the immediate family as that term is defined in Section 1(4) above.

6. If the sick leave is not approved by the appointing authority, the time involved during which the employee was absent shall be charged to his vacation credit, if any, otherwise he will suffer loss of pay for such time.

7. An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave in Civil Service Rule 4A:6-1.3, shall notify his immediate superior, or some other person in his particular employment unit, by telephone or personal message, at least two hours prior to the beginning hour of work for his position.

Section 2: Unused Sick Leave - Retirement

A permanent employee who enters retirement (other than deferred retirement) from the Employer's service and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at a rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement provided, however, that no such supplemental compensation payment shall exceed \$12,000, which amount shall be increased to \$13,000.00 in 1993. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or at the option of the employee on quarterly dates: January 1, April 1, July 1 and October 1, with payments beginning on the quarterly date next following the date of retirement. The foregoing reference to the option of the employee, is predicated upon the employee notifying the County of his intention to retire by no later than October 1 of the calendar year prior to the calendar year in which retirement shall be effected. If such notification does not occur until subsequent to said October 1 date, then the aforesaid option shall be the County's rather than the employee's.

Section 3: Worker's Compensation Insurance & Sick Leave Injury Insurance

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The Employer agrees to purchase and maintain in force sick leave injury insurance to cover all employees for work loss due to injuries received on the job.

The employee shall receive full pay from the first day for an on-the-job injury. Sick leave injury will not be charged to the employee's sick leave. Worker's Compensation and insurance accident reports must be filed with the Employer's Office within 48 hours of the accident or within 48 hours after the first day of time taken off due to an on-the-job accident.

The insurance carrier will issue the Worker's Compensation checks to the employee and the County of Warren will issue, to the employee, the portion representing the difference between the compensation payment and the employee's full salary.

The Employer or the sick leave insurance carrier at their discretion may, at any time, require the employee on sick leave injury time to submit to a physical examination by a physician of the Employer's or insurance carrier's choice.

If the sick leave injury leave is not approved by the Employer and/or sick leave insurance carrier after examining all evidence submitted by the employee, including witnesses, if requested, and all evidence required to substantiate the claim including the opinion of the examining physician, then the time involved during which the employee was absent shall be charged to his sick leave credit, if any, and/or to his vacation credit, if any; otherwise the employee shall suffer loss of pay for such time loss.

A total amount of up to one year's compensation shall be paid by the sick leave injury insurance for work loss caused by an injury received on the job, provided the aforesaid requirements are complied with.

A doctor's certificate authorizing an employee to return to work shall be required upon returning to work from Sick Leave Injury or after receiving Worker's Compensation.

Section 4: Maternity Leave

Employees covered by this Agreement shall be entitled to maternity leave as hereinafter set forth. An employee shall notify the Employer of her pregnancy as soon as it is medically confirmed but no later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted any earned and accumulated sick leave during the time prior to the expected date

of confinement and for six weeks after the actual date of birth. Additional time beyond the six weeks shall be granted upon presentation of doctor's certificates setting forth the necessity therefor. Additional time off associated with maternity, other than the medically related sick leave mentioned above, may be requested as leave without pay, provided that in no event shall such leave extend beyond one year's duration. Such leave without pay requests are subject to the provisions of Section 9 below, with the following exception: the employee may request a leave without pay without having first exhausted accumulated sick leave.

Section 5: Administrative Personal Leave

Employees covered by this Agreement shall be entitled to three days of administrative personal leave of absence with pay in each calendar year.

Administrative personal leave may be used for emergencies, observation of religious or other days of celebration (but not holidays as defined herein), personal business or other personal affairs such as death in the employee's immediate family, but not limited thereto.

Newly hired employees shall be granted one full day of administrative personal leave after each four calendar months of employment to a maximum of three days during the remainder of the calendar year in which he is employed.

Administrative personal leave shall be granted by the Employer upon request of the employee and leave shall be scheduled in advance, provided the request may be granted without interference with the proper conduct of the government function involved.

Such administrative personal leave credit shall not accumulate. Unused balance in any year shall be cancelled at the end of the calendar year.

Section 6: Bereavement Leave

The County shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren or grandparents. Additional days may be approved by the Warden in advance and charged against administrative personal leave.

The County may provide one working day's bereavement leave with pay in the case of death of a relative of the second degree, that is uncle, aunt, niece, nephew, cousin, sister-in-law or

brother-in-law provided the granting of such leave by the Warden is not grievable under this contract.

As soon as possible, an employee shall notify the Warden of a death in his family, and of his need for leave. Notification must be given as in the case of Sick Leave. Proof of death may be required by the County.

Section 7: Jury Duty

Should any employee be obligated to serve as a juror, he shall receive full pay from the Employer for all time spent on Jury Duty less any remuneration received from the court for such service.

Employees who are "on call" for jury duty and not actually serving said duty shall not be excused from work. They shall report for work at their normal starting time and shall work as usual unless excused by the Warden or his designee if they are called for active jury duty.

Employees must obtain a certificate from the County Clerk's Office certifying the number of days the employee served on Jury Duty and submit the certificate to the Freeholders' Office.

Section 8: Leaves

Except as provided under Section 4 of Article Four, proper and authorized leaves as provided in the Rules of the Department of Personnel shall be recognized and constituted part of this Agreement and are incorporated herein by reference. Leave for Association activity is governed by Section 4 of Article Four of this Agreement.

Section 9: Leaves Without Pay

The grant or denial of a request for leave without pay is discretionary with the County. The request must be made in advance and must be recommended by the employee's Department Head, with the appointing authority retaining the ultimate decision-making power. A leave without pay request based upon non-job-related medical reasons where a physician has indicated that the employee cannot work, will require the employee to first exhaust accumulated sick leave. If the leave without pay request is denied, the employee is expected to report for work and the employee's absence under such circumstances will be considered "Absence Without Leave" (AWOL) which will give the County cause for discipline in accordance with Department of Personnel procedures.

Revised - 1991

ARTICLE TWELVE

LONGEVITY

All full-time permanent employees shall be eligible to receive annual longevity pay for commendable service in the amount of \$200.00 upon the completion of five (5) years of continuous service, plus \$50.00 for each additional year of continuous service to a maximum of \$675.00 upon the completion of ten (10) years of continuous service. Years of completed service shall be computed from December 26 of any given year to December 25 of the following year.

Revised - 1988
Revised - 1991

ARTICLE THIRTEEN

MEDICAL BENEFITS

All employees after three full calendar months of continuous service are eligible for hospitalization and major medical benefits under a policy written for the County. The medical benefits are paid by the County. For further information in regard to medical benefits please see the booklet supplied for this purpose.

The Employer shall pay current hospital and major medical premiums under the aforesaid policy for employees and their dependents who retire after January 1, 1975 with twenty years of full-time service, or are separated from full-time county service on a disability pension. Such payment shall continue until the death of the employee.

Upon the death of an employee or a retired employee who is a member of the hospitalization and major medical benefits plan, the surviving spouse may continue in the plan by paying the monthly premium. If the surviving spouse is not the former employee or retired employee and shall remarry, the coverage shall cease immediately. If the surviving spouse is employed elsewhere and is covered by another medical benefits plan, the County's coverage shall be terminated immediately.

Medicare Part B. Premium reimbursement for employees sixty-five years or older shall be paid by the Employer until retirement.

An employee on LWP (Leave Without Pay) must pay his own fringe benefits.

Revised - 1988
Revised - 1991

ARTICLE FOURTEEN

STRIKES

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

The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

Any violation of this Article Fourteen shall constitute a material breach of this Agreement. Nothing stated elsewhere in this Article Fourteen shall be construed as altering the parties' rights to seek judicial relief in law or in equity.

Revised - 1988
Revised - 1991

ARTICLE FIFTEEN

TRANSPORTATION ALLOWANCE

Whenever an individual employee is authorized to use his privately owned vehicle on County business, the Employer shall reimburse the employee at the rate of \$.20 for each mile so used.

Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration.

ARTICLE SIXTEEN

LIABILITY CLAIMS AND INDEMNIFICATION

All employees covered by this Agreement shall be entitled to defense and indemnification by the Employer against liability claims or judgments arising out of the good faith performance of their official government duties.

ARTICLE SEVENTEEN

EMPLOYER AUTOMOBILE INSURANCE

The Employer agrees to maintain in full force and effect liability insurance on all vehicles owned by the Employer. This insurance will provide for coverage to any one driving a vehicle owned by the Employer with permission.

The Employer shall also provide for insurance to provide for an umbrella policy over and above the coverage of an individual employee's private automobile liability insurance coverage to cover those situations in which an individual is authorized to use his own vehicle for any business of the Employer.

ARTICLE EIGHTEEN

SEVERANCE PAY

The Employer hereby agrees to pay severance pay in the amount of two week's salary to any permanent full time employee whose job may be abolished on a permanent basis with the Employer because of a cut-back in any particular department or program provided said employee is not transferred to or absorbed by any county, state or federal department, agency or program.

ARTICLE NINETEEN

RETIREMENT

All permanent, provisional, temporary, or part-time Civil Service Employees who shall have reached 70 years of age may, at the discretion of the Board of Chosen Freeholders, be continued in service upon a written annual recommendation of their department head and the passing of an annual physical examination.

ARTICLE TWENTY

TEMPORARY DISABILITY INSURANCE PLAN

Legislation enacted March 26, 1980, provided temporary disability insurance coverage for State employees. This legislation also provided that governmental entities and instrumentalities may elect coverage for their employees.

The Employer agrees to participate in the New Jersey Temporary Disability Insurance Plan to cover all employees for work lost due to disability. The Employer shall pay 50% and the employee shall pay 50% of the cost of the insurance and shall participate in the program consistent with its Rules and Regulations.

ARTICLE TWENTY ONE

UNIFORM AND MAINTENANCE ALLOWANCE

All eligible employees required to wear uniforms at the Warren County Jail, shall be entitled to an annual uniform or maintenance allowance not to exceed \$400.00. Effective January 1, 1992 said entitlement shall be increased so as not to exceed \$450.00, and effective January 1, 1993 said entitlement shall be increased so as not to exceed \$500.00. A certification shall be submitted to permit payment of funds in advance of purchase, provided the employee certifies that the funds advanced shall be spent on items of the uniform. Employees must purchase items of the standard uniform. Unused uniform and maintenance allowance shall not accumulate or be carried into a subsequent calendar year. Unused allowance or portions thereof shall be cancelled at the end of each calendar year. As a result of this allowance, employees are expected to report for work in proper uniform and failure to do so shall lead to appropriate discipline.

The uniform allowance will be paid by separate check in two installments, 50% within 45 days after January 1 and 50% within 30 days after April 1.

During the first calendar year of employment in lieu of uniform allowance, newly hired (as opposed to newly promoted) employees shall be given a uniform issue as set forth in the standard operating procedures of the Department. Thereafter, beginning with the second calendar year of employment, said employees shall receive the full uniform or maintenance allowance in accordance with the terms of this Article. Those new employees hired between October 1 - December 31st of any given year shall not be entitled to maintenance allowance during the next calendar year (January - December 31st).

In the event any employee is terminated or otherwise leaves employment prior to using all the uniform or maintenance allowance granted to him for the calendar year in which he will leave the employment of the County, he shall be obligated to return the unexpended portion of said allowance to the County prior to his last day of employment. Failure to do so shall result in the deduction from his final pay of an amount estimated to be the unexpended portion of the employee's uniform or maintenance allowance determined in accordance with the following: for purposes of this paragraph, the amount to be deducted from the employee's final pay shall be calculated on the basis of 1/12 of the annual allowance for each full month remaining between his date of termination and January 1st of the following year.

Revised - 1988

Revised - 1991

ARTICLE TWENTY TWO

GENERAL PROVISIONS

Section 1:

This Agreement constitutes the complete and final understanding and resolution by the parties of all negotiable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2:

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

Section 3:

All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

Section 4:

At the time of separation from service any advanced sick, vacation or personal time shall be paid back out of the employee's final pay check.

Revised - 1988
Revised - 1991

ARTICLE TWENTY THREE

DURATION

The terms and provisions of this Agreement shall be in full force and effect commencing January 1, 1991 and ending December 31, 1993. The only provisions of this Agreement to be applied retroactively are salaries, overtime, uniform and maintenance allowance, longevity and holiday pay. The only persons eligible for retroactivity as aforesaid are those persons who were in the County's employ upon the signing of this Agreement.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have set their hands and seals this _____ day of _____, 1991.

ATTEST:

COUNTY OF WARREN

Melinda Rae Carlton,
Administrator/Clerk

Ann M. Stone, Director

SERGEANTS ASSOCIATION OF
P.B.A. LOCAL #302

Revised - 1988
Revised - 1991