

AGREEMENT

by and between

COUNTY OF SUSSEX – OFFICE OF THE SHERIFF

and

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

JANUARY 1, 2004 – DECEMBER 31, 2006

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ARTICLE I: PREAMBLE

This Agreement, made this ____ day of _____, 2003, by and between THE SHERIFF OF THE COUNTY OF SUSSEX (hereinafter referred to as the "Sheriff"), and POLICE BENEVOLENT LOCAL 138, Sussex County Sheriff's Unit (hereinafter referred to as the "PBA"), in accordance with Chapter 303, Public Law of the State of New Jersey of 1968.

ARTICLE II: SCOPE OF AGREEMENT

The Sheriff has ascertained that the PBA represents a majority of the employees in the negotiating unit hereinafter set forth and the Sheriff recognizes the PBA 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, 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: PBA REPRESENTATIVES

The PBA shall have the right to designate such members of the PBA, as it deems reasonably necessary, as PBA representatives, who shall not be discriminated against due to their legitimate PBA activity.

ARTICLE V: VISITATION OF PREMISES

Authorized representatives of the PBA shall have the right to enter upon the premises of the Sheriff's Office during working hours after notice to the Sheriff *and his approval*, 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. No reasonable request shall be denied.

ARTICLE VI: RIGHTS AND PRIVILEGES OF THE PBA

Section 1: The Sheriff agrees to make available to the PBA all information which is public and not privileged and confidential which may be necessary for the PBA to process any grievance or complaint.

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

Section 3: PBA representatives shall not use the County's time for the investigation, writing, or presentation of grievance, except in emergency situations and with written consent of their immediate supervisors. A PBA 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 PBA shall be permitted to transact official PBA business on the premises at all reasonable times, provided that this shall not interfere with or interrupt normal operations.

Section 5: With prior approval of the Sheriff and/or County Administrator, the PBA may use County buildings at reasonable hours when authorized and appropriately scheduled by the proper authority. No reasonable request shall be denied.

Section 6: The PBA 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 PBA has the reasonable use of a designated bulletin board and the Sheriff's Office mail boxes.

Section 8: Should the representative of the PBA, or the PBA itself cause any damage to any facility or equipment owned by the County, the PBA 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: A PBA representative required to attend a State or National convention or meeting of the PBA shall provide the Sheriff with a written notice, signed by the PBA official, specifying the exact dated and times. This notice should be provided at least two (2) weeks before the scheduled 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 PBA 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.

Meetings may be held either during or after normal working hours; however, in the event that such meetings are held after normal working hours, employees shall not be compensated for their time.

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 these 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 of 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 each payroll of the calendar year, PBA dues will be deducted from the earnings of each employee who has properly authorized such deductions in writing at least fifteen (15) days 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 reentry into employment with the unit, shall as a condition of employment, pay a representation fee to the PBA. Full-time employees shall pay the representation fee by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular PBA membership dues, fees, and assessments as certified to the employee by the PBA. The PBA may revise its certification of the amount of the representation fee at any time to reflect changes in the regular PBA membership dues, fees, and assessments. The PBA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the PBA 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 PBA 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 PBA shall indemnify and save harmless the County and the Sheriff, their employees, agents or assigns against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of action taken or not taken by the County, Sheriff, their employees, agents, or assigns for the purpose of complying with any of the provisions of this agency shop clause. Such indemnification shall include any losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the employee or his/her representatives under the terms of this Article.

The PBA shall provide the Sheriff and the County with a copy of its demand and return system which shall be provided to any employees upon request.

ARTICLE X: PROMOTIONS

Section 1: Promotional positions shall be filled in accordance with the 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: The following procedure shall be used to determine the salary increase upon promotion:

- a) Five percent (5%) increase to the base salary, or
- b) Should the five percent (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 five percent (5%) increase be more than the maximum of the new range, the employee shall be paid the maximum of the new range.

No employees shall receive a pay cut upon promotion.

Section 3: 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 \$0.30 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 readings 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 PBA 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 PBA feels that employee is subject to possible impairment of health and safety. The Sheriff will appoint a member of the PBA to the Safety Committee, if one exists.

ARTICLE XIII: NO STRIKES

The PBA acknowledges that the need for continued and uninterrupted operation of the County's departments and agencies is of paramount importance to the citizens of Sussex County and that there should not be interference with such operation.

In light of the foregoing, and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the PBA covenants and agrees that neither it nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, including the concerted failure of employees to report for duty, mass resignation, mass absenteeism, work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the County. The PBA agrees that such action would constitute a material breach of this Agreement. The PBA acknowledges and understands that the engaging in a work stoppage, strike, or job action of any kind, except informational picketing, which shall be in accordance with the Sheriff's Standards of Conduct, is in violation of the Constitution and laws of the State of New Jersey, and the PBA will not support anyone acting contrary to this provision. Furthermore, it is understood and acknowledged that any persons engaging in any such concerted refusal to work or other job action except informational picketing, which shall be in accordance with the Sheriff's Standards of Conduct, shall be subject to disciplinary action including, but not limited to, termination of employment. The PBA also acknowledges that it may be held liable for any damages sustained as a result of any job action or other prohibited activity.

The Sheriff agrees that there will 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, national origin, ancestry, handicap, affectional or sexual orientation, or PBA affiliation.

ARTICLE XV: ECONOMY LAYOFFS

The Sheriff agrees that employee layoffs for bonafide 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 the New Jersey Department of Personnel Rules.

ARTICLE XVI: DEFENSE FOR MEMBERS

Whenever a member of the PBA 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 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 on a scheduled workday. 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 (40) hours.

ARTICLE XVIII: ADHERENCE TO DEPARTMENT OF PERSONNEL RULES

The Sheriff and the PBA 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 whatever not specifically covered by this Agreement shall be binding upon both parties.

ARTICLE XIX: GRIEVANCE PROCEDURES

Section 1: General

- a. Notice: All correspondence regarding grievances between the parties shall include copies to the Sheriff (for management) and to the PBA Department Representative (for Union).
- b. 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, minor discipline above the level of a written reprimand and working conditions arising out of his/her employment.

Section 2: Steps

Step 1: The PBA 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 this 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 PBA representative and the aggrieved employee within three (3) working days.

Step 2: If the grievance has not been settled, the PBA representative and the aggrieved employee may present the grievance to the Undersheriff and/or Designee, Bureau of Law Enforcement, within five (5) working days after the immediate Supervisor's response is due. The Undersheriff and/or Designee shall respond in writing to the PBA 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 Undersheriff and/or Designee, the PBA representative and the aggrieved employee may, within seven (7) working days after the response of the Undersheriff and/or Designee is due, present the grievance to the County Administrator or Designee. The County Administrator or Designee shall respond in writing to the PBA representative and the aggrieved employee within seven (7) working days.

Step 4: Should the grievant or Undersheriff disagree with the decision of the County Administrator or Designee, the PBA representative, the aggrieved employee, or the Undersheriff may, within seven (7) working days after the response of the County Administrator or Designee 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 County Administrator's or Designee'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 County Administrator or Designee, as well as the grievance, and any statements submitted by the PBA representative and the aggrieved employee. The PBA 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 or ten (10) working days after an appearance before the Sheriff if an appearance is requested.

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

Section 3: Arbitration

Effective January 1, 2004, the following provisions shall govern all matters proceeding beyond Step 4. Should a matter arise between the date of the signed memorandum and January 1, 2004, then the terms of the preceding contract shall prevail. Any party wishing to move an arbitrable grievance to arbitration shall notify the Public Employment Relations Commission, within thirty (30) working days following either receipt of the Sheriff's response or when said response was due, that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Sheriff and the PBA. If the Sheriff and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall appoint an arbitrator to hear the matter and render his/her award in writing. The award shall be final and binding. The arbitrator's fee shall be shared by the Sheriff and the PBA.

The arbitrator shall interpret this Agreement as written and shall not alter, amend, or add to the terms of this Agreement.

Section 4:

- a. Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to extend the time period(s).
- b. Time limits may be extended by written mutual consent of the parties.
- c. Failure of the County (or management) to respond to a grievance within the time limit shall be deemed a denial of the grievance. The County shall make every reasonable effort to respond to a grievance.
- d. Failure of the Union to proceed to the next step within this time limit shall be deemed abandonment of the grievance and the decision of the County shall be deemed the final and binding resolution of the grievance.

ARTICLE XX: MEDICAL BENEFITS

Section 1: To be eligible for enrollment in the health and medical plans listed below, an employee must work at least 25 hours per week for two consecutive months prior to enrollment. All rights, benefits, eligibility requirements, etc., shall be governed by the applicable policy of insurance.

Section 2: For eligible employees, the employer agrees to continue to provide health and medical benefits currently available under the New Jersey State Health Benefits Program or a program equal to or better than. The PBA recognizes that the County is currently negotiating a transfer of medical benefits for all County employees from the SHBP to the Horizon Blue Cross/Blue Shield program described in a proposal dated November 5, 2003, and attached hereto (master copies only—one maintained by PBA, one maintained by County). The PBA agrees that the Horizon Blue Cross/Blue Shield program proposal dated November 5, 2003, meets the contractual definition of “equal to or better than.” The County and the PBA agree that, if medical benefit coverage is transferred from the SHBP to the Horizon Blue Cross/Blue Shield program described above, that the “equal to or better than” provision of the contract shall apply to the Horizon Blue Cross/Blue Shield Program. The County agrees to continue coverage for the employee and eligible immediate family members and for full payment of attendant premiums. The County further agrees to provide sixty (60) days’ written notice to the PBA of any change in program providers/carriers. Enrollment shall begin after two months of employment or eligibility.

Section 3: For eligible employees, the employer agrees to continue to provide prescription drug benefits currently available under the New Jersey State Health Benefits Program or a program equal to or better than. The program includes coverage for the employee and eligible immediate family members and the premiums shall be fully paid by the County. Enrollment shall begin after two months of employment or eligibility.

Section 4: For eligible employees, the employer agrees to continue to provide dental benefits currently available under the Delta Premier plan offered by Delta Dental Services or a program equal to or better than. The program includes coverage for the employee and eligible immediate family members and the premiums shall be fully paid by the County. Enrollment shall begin the first of the month after two months of employment or the first of the month after two months of eligibility.

Section 5: The County agrees to continue to pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors¹) for the health and medical plans described above provided such persons retire from County service after twenty-five (25) years or more of service credit to a New Jersey State Pension System or receive a disability retirement from the New Jersey State Pension System. All rights, benefits, eligibility requirements, etc., shall be governed by the regulations of the State Health Benefits Program known as Chapter 88.

Section 6: The County agrees to reimburse eligible retirees for their premium charges under Part B of the Federal Medicare Program for themselves and their eligible immediate family members, provided a County voucher is submitted by the retiree to the County Treasurer’s Office during July and January for the previous six (6) months.

¹ Survivors can continue coverage at their expense in accordance with COBRA regulations.

ARTICLE XXI: HOLIDAYS

Section 1: The following 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
Day after Thanksgiving	Christmas 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 workday. In the event the employee is a part-time employee, holiday pay shall be prorated accordingly.

ARTICLE XXII: VACATION

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

- First year – 1 day per month to end of calendar year.
- Upon completion of 1 through 5 years – 12 days per year.
- Upon completion of 6 through 7 years – 13 days per year.
- Upon completion of 8 through 11 years – 15 days per year.
- Upon completion of 12 through 15 years – 17 days per year
- Upon completion of 16 through 20 years – 20 days per year.
- Upon completion of 21-through 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/he shall receive one-half of 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 (12) 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 time of five (5) consecutive workdays or more in duration 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 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.

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 full time 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 for more than three (3) consecutive days and at the direction of the Sheriff, shall submit themselves to a physical examination monthly by physician selected by the County, at the County's expense, who shall make a report to the Sheriff

as to said employee's ability to return to work. If the 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. If the physician determines that the employee may return to work, the employee shall not be charged sick leave for the aforementioned exam. If, however, the physician determines that the employee is not able to return to work, the employee shall be charged sick leave until such time as the physician has determined that the employee may return to work.

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. The employee shall be compensated for this accumulated time at his/her daily rate of pay at the date of retirement. The employee shall forfeit this payment if the resignation/retirement is not in good standing.

An employee whose employment with the Sheriff is terminated in good standing for reasons other than retirement shall be paid for accumulated unused sick leave based upon the following schedule:

- Upon completion of 5 through 10 years of service - 1/8 up to \$15,000
- Upon completion of 11 through 20 years of service - 1/4 up to \$15,000
- Upon Completion of 21 or more years of service - 1/2 up to \$15,000

Section 6: Employees who have in excess of thirty (30) sick days on December 31st of any year may convert any or all earned sick days they have in excess of thirty (30) sick days for vacation days at a ratio of two (2) sick days to one (1) vacation day. Those sick days converted to vacation days shall not be reinstated at any future date. However, no employee shall be permitted to convert more than thirty (30) sick days to vacation days in one calendar year.

Section 7: Employees who use five (5) days or less sick leave per year will be allowed, at their option, to sell back up to five (5) unused sick days, in full day increments, to the County. Employees must submit requests on or before March 1st to receive payment in March.

This payment will be made in March of the following year at the prior year's rate. To be eligible, the employee must be full time, be in a pay status the entire year, and not have any leaves of absence, suspensions, or workers' compensation leave during the year.

ARTICLE XXIV: PERSONAL, BEREAVEMENT, JURY DUTY

Section 1: All full-time employees shall receive three (3) days per year for personal business, non-cumulative. 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 full-time 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 grandparent, step-parent, and step-child, 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 time spent for jury duty.

ARTICLE XXV: WORKERS' COMPENSATION LEAVE

Section 1: Eligibility for Workers' Compensation benefits shall be the sole responsibility of the County's insurance carrier. Employees eligible to receive Workers' Compensation shall be paid their regular salary, less appropriate deductions, during the time the employee is unable to work for a maximum of one year. Regular salary shall include any holidays as they occur. This absence from work shall be documented in accordance with NJDOP regulations by a paid Leave of Absence. Salary supplement benefits paid by the Workers' Compensation carrier shall be assigned to the County of Sussex.

Section 2: The County shall require the employee to be examined by a physician of the County's selection at the employer's expense. To be eligible for regular pay during a Workers' Compensation absence, the employee shall be required to present evidence by a certificate of a physician acceptable to the insurance carrier that he/she is unable to work. Thereafter, the County may reasonably require the said employee to present such certificates, which time shall be no more than four weeks.

Section 3: In the event the employee's physician contends that the employee is entitled to a period of Workers' Compensation beyond the period selected by a physician, or a physician employed by the County or its insurance carrier, or if there is a dispute as to the causal connection, then, and in that event, the burden shall be on the employee to establish such additional period of Workers' Compensation by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers Compensation or by the final decision of the last reviewing Court shall be binding upon the parties. If the employee does not have accrued benefit time, the employee shall be permitted to go out on leave without pay until a determination by the Workers' Compensation Court is rendered. During said period of dispute, the employee may utilize his/her accrued benefit leave.

During the period of dispute, the employee may request a non-paid medical leave of absence or use earned benefit leave time. Should the employee choose to use earned benefit leave time, and it be resolved in the employee's favor, the employee shall immediately sign over that portion of the settlement to the County, and such benefit leave time shall be reinstated to the employee's

balances. However, if he/she does not sign over that portion of the settlement, he/she shall not be entitled to have his/her benefit leave time reinstated.

Section 4: Injuries sustained during a County-sanctioned training program shall be considered as "on duty."

Section 5: Should the employee fail to follow the rules and regulations established by the County's insurance carrier, the paid leave of absence for Workers' Compensation benefits shall be immediately canceled, provided the employee is given notice of the rules and regulations within a reasonable time after the incident.

Section 6: Should the employee be returned to work and the insurance carrier determine that further rehabilitation is required, the insurance carrier and the employee shall make every effort to schedule follow-up treatment during the employee's off-hours, with no additional compensatory time for the employee. Should the carrier be unable to schedule the appointments after hours, the County shall grant the employee reasonable time for the appointment at regular pay, without charge to their benefit leave time.

Section 7: Should the insurance carrier determine, after one year, that the employee continues to be eligible, the salary supplement benefits provided by the insurance carrier shall be payable in accordance with the regular weekly check processing procedure by the carrier or its designee payer.

ARTICLE XXVI: LEAVES OF ABSENCE

Section 1: The types of leaves of absence, without pay, are (a) those described by the State and Federal Family and Medical Leave Act in accordance with N.J.A.C. 4A:6-1.21A and N.J.A.C. 4A6-1.21B, or (b) unpaid personal leaves of absence which may include, but are not limited to, leaves for personal business or educational reasons.

Section 2: To be eligible for a leave of absence, the employee shall be employed by the County for at least twelve (12) months, for no less than 1,250 base hours during the immediately preceding twelve (12) month period. The employee remains responsible for providing advance written request (at least two (2) weeks in advance), acceptable medical evidence indicating the employee will be unable to work (except personal leaves), and completing all necessary NJDOP and County forms to effectuate the leave of absence in a timely manner. Failure to meet the above requirements shall result in forfeiture of the privilege of a leave of absence and the employee will be processed for termination of employment.

Section 3: Leaves of absence without pay shall be granted for not less than one day nor more than 12 weeks. Requests for extension of leave of absence for a maximum of twelve (12) additional weeks may be granted provided the employee meets the eligibility described in Section 2 and are granted on a case-by-case basis.

Section 4: Maternity Leave of Absence: An employee shall notify the Sheriff and Administrator of Administration and Finance of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave of absence, without pay, as aforementioned. An employee may request a maternity leave of absence provided she meets the requirements listed in Section 2. A maternity leave of absence shall be for a period of not more than one year (two consecutive six-month periods, which includes twelve (12) weeks of medical LOA and nine (9) months of child care LOA). 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 5: Military and Other Leaves: Military and all other leaves of absence shall be granted in accordance with N.J.A.C. 4A:6-1.11, "Leaves of Absence." When an employee who has been drafted or recalled into the armed forces returns to his/her position, the employee shall receive all salary increments or adjustments in accordance with this Agreement.

Section 6: If an employee is granted a medical or family leave in accordance with the aforementioned, the County will pay for the first three (3) months of health benefits, prescription, and/or dental coverage. The employee is responsible for his/her share of the health maintenance organization, if any. To be eligible for these three (3) months of coverage paid by the County, the employee must provide a physician's statement indicating the employee cannot work. After the first three (3) months, insurance premiums may be continued under the Federal COBRA laws.

The County is not required to pay medical insurance premiums, prescription program premiums, and/or dental premiums for an employee on an unpaid personal leave of absence or military leave of absence, except as statutorily required. Insurance premiums may be continued under the Federal COBRA laws.

Section 7: An employee on any type of unpaid 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 Pensions. Employees wishing to purchase service credit during a leave of absence are required by the New Jersey Division of Pensions and Benefits to complete the appropriate form to initiate same.

Section 8: Employees on any type of leave of absence, without pay, 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 Thousand (\$2,000) Dollars annually (non-accumulative under State regulations) to provide tuition reimbursement to Sheriff's Officers who intend to take a course which is clearly job-related. Payment for said tuition reimbursement shall be in accordance with the following schedule:

- Upon attainment of a grade of "A" – 75%
- Upon attainment of a grade of "B" – 50%
- Upon attainment of a grade of "C" – 25%

Section 2: Tuition reimbursement will be based upon the cost per credit hour at Sussex County Community College or the cost per credit hour at the school the employee attends, whichever is lower.

Section 3: 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 Administrator of Administration and Finance. 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 Administrator of Administration and Finance for final approval or disapproval of his/her application, which shall take place within two (2) weeks, or as soon as possible thereafter.

Section 4: Within four (4) weeks after completion of the course work, the employee shall submit to the Administrator of Administration and Finance, via the Sheriff, certification of successful completion of course work on the proper form. This certification 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 Administrator of Administration and Finance and after the employee has completed and signed the proper voucher form.

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 through 04 years - 0.0% of base salary
- 05 through 09 years - 1.5% of base salary
- 10 through 14 years - 3.0% of base salary
- 15 through 19 years - 4.5% of base salary
- 20 through 24 years - 6.0% of base salary
- 25 or more years - 7.0% of base salary

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, or suspended, shall receive prorated longevity based upon the actual number of days worked. An employee who retires in accordance with New Jersey State Division of Pensions regulations shall receive longevity based

upon the actual number of days worked. An employee who terminates for reasons other than retirement shall not be granted longevity.

ARTICLE XXIX: PAY PERIODS

Section 1: Beginning 1 July 2002, all employees shall be paid on a semi-monthly basis. There shall be two payroll periods in each month. The first semi-monthly pay period will be defined as the First (1st) of the month through the Fifteenth (15th) of the month. The second semi-monthly pay period will be the Sixteenth (16th) of the month through the last day of the month. Pay dates shall be the 3rd of the month for the first semi-monthly pay period and the 18th of the month for the second semi-monthly pay period.

Section 2: In every year, annual salaries are divided by 2088 hours to determine the hourly rate. Likewise, divide the annual salaries by 261 to determine the daily rate of pay.

Section 3: In those cases when a payday—the 3rd or the 18th of the month—occurs on a Saturday, Sunday or Holiday, the paycheck shall be issued to the employee on the last workday preceding the aforementioned Saturday, Sunday or Holiday. In the event said last workday occurs in a prior reporting quarter, the paycheck shall be issued on the next workday occurring in the current quarter.

Section 4: Under the former biweekly payroll method, the Union recognized that employees hired after August 1991 were subject to a payroll delay of ten (10) workdays, which shall continue. These employees have previously had and will in the future have ten (10) workdays' pay held back from them. Under the semi-monthly method as under the former biweekly payroll method, should an employee's last workday be a payday, the employee would be eligible for a credit of ten (10) workdays' pay. Should an employee's last workday not be a payday, then the last pay would be prorated accordingly.

Under the former biweekly payroll method, any employee hired on or before August 1991 received his/her payroll eight (8) workdays in advance of the completion of the period for which the employee was paid. With the semi-monthly payroll method, these employees continue to be paid eight (8) workdays in advance of the completion of the work period, e.g., the July 3rd paycheck covers the period July 1 through 15.

ARTICLE XXX: HOURS OF WORK

- a. The normal work week for full time employees shall consist of forty (40) hours; and the normal work day shall consist of eight (8) hours; and each employee shall be entitled to one-half hour unpaid lunch daily. Employees shall have two (2) consecutive days off per week. The time at which work starts and ends shall be at the discretion of the employer.

- b. Typical work hours, including stating and ending times, in existence during the prior contract shall continue during this contract unless changed by: (1) mutual consent of the parties to this agreement; (2) mutual agreement of one or more employees and their supervisor; or (3) a directive of a state agency. Both parties reserve the right to request a change in the normal working hours, but no change shall be implemented unless mutually agreed. No mutual agreement is needed for flextime, seasonal adjustments, and other variations of time, which currently are or have been in use and existence.
- c. Employees shall be scheduled for one shift per work cycle. The number of weeks in a work cycle shall not exceed two. Employees will receive a work schedule for a one-month period of time. Said schedule will be provided to employees not less than three (3) weeks prior to the start of the schedule period.
- d. However, since providing 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).

Section 2: Call-Back Pay

- a. The term "called back" refers to an employee who has been asked to return to work after having completed a regularly scheduled shift or who has been asked to return to work during a scheduled day off.
- b. Any employee who is "called back" to work and responds to the call shall be paid time and one-half for all hours actually worked with a minimum guarantee of three (3) hours which includes time actually worked.
- c. If the time worked by the employee is contiguous to the workday, the employee will be paid at time and one-half (1.5) rate for the actual time worked only.

Section 3: Pager Pay: All employees who are scheduled and/or assigned to "Scheduled Duty Call-Out" shall be entitled to compensation at Twenty (\$20.00) Dollars per diem, and Forty (\$40.00) per diem on holidays, as is consistent with the County's policy. Employees shall be scheduled for a period not to exceed two (2) weeks in duration at the discretion of the Sheriff. Employees shall be given sufficient notice when they are being assigned to said duty. Employees not assigned to said duty shall be under no obligation to respond to any page.

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 (40)

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 an observed holiday, except for Thanksgiving Day, Christmas Day, and New Year's Day shall be paid their holiday pay plus time and one-half for all hours worked on such observed holiday. An employee who works overtime on the observed Thanksgiving Day, Christmas Day, and New Year's Day shall be paid their holiday pay plus double time for all hours worked on such observed holiday if that day was the employee's regular workday. An employee who works overtime on Thanksgiving Day, December 25th, or January 1st shall be paid double time for all overtime hours worked if that day was the employee's regular day off.

Regular workday is any day during the employee's regular work week, i.e., if the employee's regular work week is Monday through Friday, a regular workday is Monday, Tuesday, Wednesday, Thursday, or Friday. Regular day off is any other day, i.e., Saturday or Sunday. Another example: If the regular work week is Tuesday to Saturday, the regular work day is Tuesday, Wednesday, Thursday, Friday, or Saturday. Regular day off for this example is Sunday or Monday. A third example: A regular work week is Monday, Tuesday, Thursday, Friday, and Saturday, and therefore, a regular work day is Monday, Tuesday, Thursday, Friday, or Saturday. For this example a regular day off is Wednesday or Sunday.

Section 3: All overtime and/or extra hours must be authorized and specifically scheduled by the Sheriff. Employees using sick leave affecting their next scheduled shift after scheduled overtime hours shall provide an original certificate from a certified medical office that excuses the employee from work. Failure to provide the certificate shall result in disciplinary action and forfeiture of the overtime premium pay.

Section 4: 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 p.m. and 11:30 p.m. The midnight shift shall be defined as the regularly scheduled shift in which the majority of the working hours fall between 11:00 p.m. and 7:30 a.m.

Shift differential shall not be paid on benefit leave time off, i.e., vacations, sick leave, holidays, personal leave, jury duty, bereavement, etc.

Section 5: Compensatory Time: The Sheriff may offer and, if offered, employees may elect to earn compensatory time in lieu of paid overtime. Compensatory time shall be computed in the same manner as overtime is computed. Employees are limited to have accumulated no more than 88 hours of compensatory time at the premium rate.

ARTICLE XXXII: PART-TIME EMPLOYEES

Section 1: Part-time employees shall not be eligible nor shall they receive longevity.

Section 2: Part-time employees must work a minimum of twenty five (25) hours per week to be eligible for health benefits. Part-time, on-call employees shall receive no health benefits or benefit leave time.

ARTICLE XXXIII: SALARY RANGES

Salary ranges for the years 2004, 2005, and 2006 are as set forth below. The ranges for 2003 are shown for illustration purposes only.

Years	2003	2004		2005		2006	
Effective Date	01.01.03	01.01.04	7.01.04	01.01.05	7.01.05	.01.01.06	7.01.06
Steps							
Minimum	31,125	31,125		31,125		32339	
1	33,058	33,058		33,058		34347	
2	36,991	36,991		36,991		38434	
3	38,926	38,926		38,926		40444	
4	40,858	40,858		40,858		42451	
5	42,792	42,792		42,792		44461	
6	44,727	46695		48,750		50651	
Maximum	51,994	54282	55082	57,505	58,305	60579	60979
Sheriff's Sergeants							
Minimum	53,073	55408	56208	58,681	59,481	61801	62201
2	55,820	58276	59076	61,675	62,475	64912	65312
3	58,566	61143	61943	64,668	65,468	68022	68422
Maximum	62,226	64964	65764	68,658	69,458	72166	72566
Sheriff's Lieutenants	64,802	67653	68453	71,465	72,265	75084	75484

Employees in the K-9 unit shall receive an additional per diem of \$6.00.

ARTICLE XXXIV: WAGES

Section 1: Each employee who meets the employment requirement described in Section 3 shall advance one step on the salary schedule each January 1st (i.e., officers in Step 1 go to Step 2, Step 2 go to Step 3, etc.). No employee shall be paid more than the maximum of the established salary range.

Section 2: The salary schedule and step increments for all employees covered by this Agreement shall be as set forth in the schedules attached.

Section 3: 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 occurs first. Thereafter, that employee will be eligible for increases each succeeding January 1st.

Section 4: No salary increment shall be earned or granted after the expiration of this Agreement, unless agreed upon during negotiations for a successor agreement.

ARTICLE XXXV: 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 XXXVI: UNIFORM ALLOWANCE

Section 1: All uniformed officers shall receive \$850 for 2004 and \$900 for 2005 and thereafter as an annual uniform allowance for replacement and up-keep. Said sum shall be paid in equal installments on each of the first paydays in April and October, subject to established dress/uniform code approved by the Sheriff.

Section 2: During the first year of employment, an employee shall receive one-half of the annual uniform allowance for replacement and upkeep. This payment shall be made in the second installment.

Modifications and/or additions to the uniform mandated by the employer shall be permitted but with no cost to the employee.

The Sheriff shall provide the initial issue of uniforms to each employee upon hire. The employer shall also provide any and all required academy uniforms, excluding personal items.

Section 3: If an employee is out of work due to a leave of absence without pay, in excess of one month, or Workers' Compensation leave in excess of one month per incident, or due to a disciplinary suspension in excess of five (5) days, his/her annual uniform allowance shall be prorated accordingly.

ARTICLE XXXVII: PERSONNEL FILES

Each employee shall have the right to inspect and review his/her own individual personnel file upon request to the Administrator, Administration and Finance 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 part of the employee's personnel file. The official personnel file is located in the Office of Employee Services and a secondary file may be kept by the Sheriff's Office.

ARTICLE XXXVIII: NEGOTIATION PROCEDURE

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

ARTICLE XXXIX: 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 from January 1, 2004, through December 31, 2006, except as otherwise specified..

Signed this _____ day of _____, 2003 by the duly authorized representatives of the parties hereto.

SHERIFF OF THE COUNTY OF SUSSEX:

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

COUNTY OF SUSSEX:

Freeholder Director

Clerk of the Board
