

Middlesex

1979

AGREEMENT

THIS AGREEMENT made the 19th day of July 1979, between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders, hereinafter known as the Employer, and the Policemen's Benevolent Association, Local Number 165, hereinafter known as the PBA, which includes Sheriff's Officers of the Courts, Warrants and Transportation, Communications, Identification, Process Servers, Administrative Section, Missing Persons Section, and the Sheriff of Middlesex, as employer of Policemen's Benevolent Association, Local Number 165.

PREAMBLE

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

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

I. RECOGNITION

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

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II. MAINTENANCE OF BENEFITS

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

III. MAINTENANCE AND MODIFICATION OF WORK RULES

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

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

IV. P.B.A. REPRESENTATIVES

The P.B.A. shall have the right to designate such members of the PBA as it deems necessary as P.B.A. Representatives and they shall not be discriminated against due to their legitimate PBA activities. The elected Representatives of the P.B.A. consisting of one (1) State Delegate and two (2) alternate Delegates shall be granted a leave of absence with pay for a period not to exceed five (5) days to attend the annual P.B.A. Convention, pursuant to State Statute.

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

The State Delegate or his designee is entitled to be excused from his regular working shift, with pay, to attend one State Delegate Meeting and one County Conference Meeting which is a total of two (2) days per month.

In addition, the State Delegate will be entitled to attend any emergency meeting called by the State P.B.A. President with pay, provided said meeting interferes with his regular working shift. If any of the aforementioned meetings should occur on the regular day off, they will not receive any compensation for the day.

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

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

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

In the event the P.B.A. President is incapacitated or is unable to carry out the functions of his Office due to illness, vacation or otherwise, the Vice President of the P.B.A. shall have the full authority to represent P.B.A. Local 165 for any and all business.

V. RETENTION OF CIVIL RIGHTS

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

VI. TUITION AID POLICY

The Employer agrees to continue to provide remuneration for employees attending institutions of higher learning pursuant to the Middlesex County Tuition Aid Program Policy and Procedures.

VII. WAGES AND PAY PERIODS

All employees in the bargaining unit being carried on the County payroll, or on approved leaves of absence will receive their negotiated wage increase effective January 1, 1979. Employees hired in 1974 and thereafter will receive their step movement on their anniversary dates and not until finalization of this labor agreement.

Effective January 1, 1979 and for the duration of this contract, employees covered under the terms of this agreement shall be paid within the following salary ranges and in accordance with the County Wage submittal dated June 18, 1979.

	<u>SHERIFF'S OFFICERS COURTS</u>	<u>SHERIFF'S OFFICERS NON-COURTS</u>
Starting first year	9950	10660
2nd year	10838	11612
3rd year	11726	12563
4th year	12475	13366
5th year	13331	14283
6th year	15000	16071

Sheriff's Officers Courts hours of work

8:30 a.m. to 4:15 p.m. - 45 Minutes Lunch

Monday through Friday

Sheriff's Officers Non-Courts hours of work

8 Hour Shifts (Presently in effect) with 1/2 hour lunch

Monday through Friday

Employees employed prior to the execution of the contract,

and currently not on the payroll at the execution date of this Agreement, will not be included in the wage increase, with the exception of retirees, and deceased employees in which case payment will be made to his/her estate, subject to Civil Service Rules and the Rules and Regulations of the Public Employment Relations Commission.

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

Dues Checkoff: The Employer agrees to deduct from the earnings of each employee, PBA dues when said employee has properly authorized such deduction in writing.

VIII. OVERTIME

All overtime shall be distributed equally and alphabetically whenever practicable from a list maintained by the Department of Sheriff's Officers covered by this agreement of those certified by the Police Training Commission and Officers employed prior to the enactment of the Police Training Act of 1968, provided that such Officers qualify annually in the handling of their weapons. Superior Officers will not be included on this overtime list.

Extradition duty shall be distributed equally and alphabetically whenever practicable from a list maintained by the Sheriff. It is understood and agreed that the Sheriff reserves the right to assign Superior Officers to such detail whenever deemed necessary.

Whenever overtime is refused by an Officer, such overtime shall be offered to the next name on the alphabetical list and the Officer refusing will be considered as having worked overtime. Any Officer may decline in writing, any period of overtime offered to him without explanation.

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

Whenever overtime is required on a given assignment said overtime shall be offered first to the Officer already working on that job assignment and then the Officer or Officers will be placed in their respective position on the list and thereafter personnel will be selected alphabetically from the list. When an Officer is required to appear in Court for a job

related incident, other than during his regular duty hours, he/she shall be paid time and one half for all hours in Court.

Overtime will start at 4:30 p.m. for Court Personnel and be paid at accumulated 15 minutes providing the regular shift has been completed at that time. All other sections of the Department will also accumulate overtime on the same basis at the expiration of their shifts.

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

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

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

1. Zero to four (4) hours, time and one-half for four (4) hours.
2. More than four (4) hours, time and one-half for eight (8) hours.

The Sheriff or his designee may assign the standby Officer to other County duties during standby time.

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

IX. UNIFORMS

A. New Officers

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

Upon completion of the ninety (90) day probation period (as described by Civil Service Rules) the new Officer will be supplied the remainder of the issue to complete the uniform inventory as described in subsection C of this section.

For twelve (12) months counting from the date of hire, the new Officer will receive \$12.50 per month uniform maintenance allowance.

Starting with the 13th month to January 1st of the following year the new Officer will receive \$33.00 per month as a uniform purchase and maintenance allowance. Thereafter, they will receive \$400.00 yearly as an annual uniform purchase and maintenance allowance.

B. Sheriff's Officers hired prior to January 1, 1977 will receive \$400.00 yearly as an annual uniform purchase and maintenance allowance.

It is understood and agreed that the Employer will provide all Sheriff's Officers with that portion of the uniform inventory that was not issued in 1976 so that each Sheriff's Officer will enter 1977 with a complete uniform inventory.

C. The complete uniform inventory will be as follows:

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

When an Officer is assigned to outside duties he will be provided with a winter jacket.

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

Sheriff's Officers assigned to the Warrants and Transportation Division will be issued winter jacket and raincoat by the Sheriff.

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

E. Employees leaving County employment before completing a years employment will have deducted from their last pay the amount accruing to the County at the rate of \$12.50 or \$33.00 per month, whichever is applicable, for each month less than the year.

F. It is understood and agreed that the \$400.00 payment is for the purpose of maintenance and purchase of the uniform inventory as described in subsection C.

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

X. POLICE EQUIPMENT

The standard on-duty and off-duty weapon shall be a Snub Nose .38 revolver designed to hold six cartridges and having a barrel length not shorter than two inches.

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

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

Each employee covered by this Agreement shall be vested with the authority to carry the following weapons, as authorized off-duty weapons or for weapons that are used on undercover assignments: .38 revolver (all series) or any other weapon authorized and supplied by the Sheriff.

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

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

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

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

XI. QUALIFICATIONS FOR EMPLOYMENT

The employer shall strive to maintain all minimum standards presently in effect for appointment to the position of Sheriff's Officer, in accordance with Civil Service Rules and Regulations.

XII. PERSONNEL FILE

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

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

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

XIII. MEDICAL BENEFITS

All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross, Blue Shield, and Rider J or equivalent, at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

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

The Rutgers Community Health Plan (H.M.O.) is available to the employee as an alternate to Blue Cross, Blue Shield, Rider J and Major Medical. The County will contribute the same amount toward R.C.H.P. coverage as is contributed toward traditional coverage. In the event R.C.H.P. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

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

PAYMENT OF BLUE CROSS, BLUE SHIELD PREMIUMS FOR RETIREES: Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38 the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued 25 years of credited service in a State or Locally administered Retirement System, the payment of Blue Cross, Blue Shield, Major Medical and Rider J premiums. This policy is to be based upon the resolution authorizing these payments adopted by the employer on November 16th, 1978 and amended December 21st, 1978.

XIV. LONGEVITY

All eligible employees shall be entitled to receive longevity which will be based upon their salary as of December 31, 1978. The rate of longevity shall be as follows:

9 through 15 years	- 2%
16 through 20 years	- 4%
21 years and over	- 6%

The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the Employer on March 18, 1971, and as amended.

XV. HOLIDAYS

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

New Years Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

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

XVI. PERSONAL DAYS

In addition all employees shall have three (3) personal holidays to be used for any purpose whatsoever. Personal holidays may be taken on separate days or consecutively; however, the employee should, whenever possible give the Employer one (1) day notice for each personal holiday, to be taken. New employees shall accrue one (1) personal holiday at the end of each fourth month of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per fourth month of employment completed in the year said employment is terminated. Personal holidays may not be accumulated annually.

XVII. BEREAVEMENT

All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts and uncles and any other relative living in the immediate household, such leave being separate and distinct from any other leave time.

It is understood and agreed that this Bereavement Leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) calendar days next following the day of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

One sick day may be used at the employees request for death of a relative not listed under bereavement leave.

XVIII. VACATIONS

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

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

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

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty first year or more	Twenty-five working days during each year of service.

It is understood that when reference is made to "six to nine years, etc.", six means the start of the sixth year, etc.

Vacation time accumulation will be based on the Civil Service Ruling now in effect.

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

XIX. SICK LEAVE

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

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

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

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

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

During the time that the personnel office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the employee will be recredited to the employee and the sick leave injury will be retroactive to the date which is determined by the Insurance Carrier.

Furthermore, all of the requirements of N.J.S. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex.

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

XX. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

Employees covered under the terms of this Agreement shall be entitled, upon retirement, to receive a lump sum payment, as supplemental compensation one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000.00) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

XXI. MILITARY LEAVE

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

XXII. ADHERENCE TO CIVIL SERVICE RULES

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

XXIII. GRIEVANCE PROCEDURE

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

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

3. All grievances shall be processed as follows:

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

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

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

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

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

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

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

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

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

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

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

XXIV. EMPLOYEE'S RIGHTS

1. Posting of jobs -

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

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

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

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

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

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

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

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

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

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

2. Non-Discrimination -

The Employer will not discriminate against any employee because of his/her exercise of his/her right to form, join, organize or support the P.B.A., or to refrain from any such activity.

3. A 48 hour notice will be issued in the event of work schedule changes. In case of emergency, the Sheriff has the authority to make changes necessary and as soon as possible report the reasons for these changes to the Association in writing.

4. Transfer Benefits -

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

5. Pay Day -

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

6. Sick Day Call In -

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

7. Rest Periods -

All members of the bargaining unit shall receive two fifteen minute rest breaks during the scheduled tour of duty.

8. Extradition Duty -

Any member of this bargaining unit who is assigned to extradition duty shall be compensated at the rate of twenty dollars per diem and shall additionally be reimbursed for lodging expenses and travel expenses. It is understood that twenty dollard per diem is for a full day of extradition duty and that the employee will submit the required receipts containing the detail of all claimed expenses including those covered by his/her per diem amount.

9. Clock-In -

The Employee will be required to clock-in and clock-out. The employer agrees to provide two (2) time clocks for the Sheriff's Officers Courts to be located at a mutually agreed upon location(s).

10. False Arrest Insurance -

The employer shall continue to provide false arrest insurance at the same levels as previously provided. It is understood that the employer may choose to provide the insurance in any form at its discretion including self insurance.

11. In-Service Educational Training -

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

XXV. TRANSPORTATION OF PRISONERS

The policy in the transporting of prisoners in a vehicle is that not less than two Officers are assigned. Policy also stipulates that not more than three (3) prisoners will be transported in a Sheriff's Department sedan or station-wagon. If there is more than one prisoner, the Officers are instructed to cuff the prisoners hand to hand, thereby eliminating the possibility of any escape or harm to the Officers. In the case of one prisoner being transported he/she is either cuffed behind the back or to a security belt. Additionally each vehicle is equipped with a screen which separates the prisoners from the Sheriff's Officers. In the event that more than three prisoners are transported in a Van, either an additional Officer is assigned to the Van or a back-up car is assigned with two Officers to follow the Van.

XXVI. SHERIFF'S DEPARTMENT VEHICLES

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

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

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

XXVII. SEPARABILITY AND SAVINGS CLAUSE

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

The employer and the P.B.A. shall renegotiate a replacement provision that shall supercede the invalid provision. Said renegotiation shall commence no later than fifteen days following the termination of the invalid provision.

XXVIII. SAVINGS CLAUSE

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

XXIX. MANAGEMENT RIGHTS

All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer only to such limitations as are specifically provided in this Agreement.

XXX. NO STRIKE-NO LOCKOUT

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

XXXI. ABOLITION OF PARITY

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


XXXII. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1979 until December 31, 1979 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1978. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

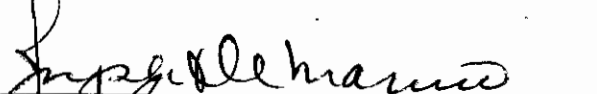
COUNTY OF MIDDLESEX:

By Its Board of Chosen Freeholders

ATTEST:



STEPHEN J. CAPESTRO, DIRECTOR


MARY C. HUDSON, CLERK


JOSEPH A. DE MARINO, SHERIFF


MICHAEL T. MONDANO, UNDERSHERIFF


ROY H. GREGERSEN, PRESIDENT PBA #165


ROBERT A. BELLUSCIO, STATE DELEGATE