

Middlesex

AGREEMENT

Between

Middlesex County  
COUNTY OF MIDDLESEX

and

THE SHERIFF'S OFFICERS OF MIDDLESEX COUNTY,  
P.B.A. LOCAL NO. 165

LIBRARY  
Institute of Management and  
Labor Relations  
MAR 7 1984  
RUTGERS UNIVERSITY

X January 1, 1984 - December 31, 1984

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AGREEMENT

THIS AGREEMENT made the *1st* day of *March, 1984*, 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 No. 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 No. 165.

PREAMBLE

WHEREAS, it is the intention of the parties of 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.

## 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. An additional day's leave of absence with pay shall be provided for travel time to return from the convention.

A certificate of attendance to the Convention shall, upon request, be submitted by the representatives so attending to the Sheriff of 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 further agrees to maintain its assistance for employees attending institutions of higher learning in accord with the policies and procedures established for the Middlesex County tuition aid program, subject to negotiations for each succeeding contract.

It is understood and agreed that this article is null and void for the 1983 Contract Year.

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 wage increases in accord with the County Wage Submittal dated February 10, 1984 for the 1984 contract year.

Effective January 1, 1984, and for the duration of this contract, employees covered under the terms of this Agreement shall be paid within the following salary ranges:

	<u>SHERRIF'S OFFICERS</u> <u>COURTS</u>	<u>SHERIFF'S OFFICERS</u> <u>NON-COURTS</u>
Starting 1st year	\$15,387	\$16,485
2nd year	\$16,652	\$17,840
3rd year	\$17,544	\$18,796
4th year	\$18,428	\$19,743
5th year	\$19,179	\$20,548
6th year	\$22,593	\$24,206

Sheriff's Officers Courts hours of work

8:30 a.m. to 4:15 p.m. - 45 Minutes unpaid lunch period

Monday through Friday

Sheriff's Officers Non-Courts hours of work

8 Hour Shifts with 1/2 hour unpaid lunch period

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.

### VIII. DUES - CHECK OFF

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

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

The said PBA Representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA.

#### REPRESENTATION FEE IN LIEU OF DUES

(A) If an employee covered by this Agreement does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

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

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

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

- (1) -10 days after receipt of the aforesaid list by the County; or
- (2) -20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position whichever is later.

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

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

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

This Article (Representation Fee in Lieu of Dues) becomes effective upon the execution of this Agreement.

## IX. OVERTIME

All overtime shall be distributed equally and alphabetically whenever practicable from a list maintained by the Sheriff's Department for the Officers covered under the terms of this agreement who have been certified by the Police Training Commission and those 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.

For overtime purposes, an emergency cannot be declared until all the provisions of Article IX are complied with and until such time as the overtime list is exhausted and no officer is obtainable from the overtime list. Only then will an emergency assignment exist. The only exception is a situation which jeopardizes the public health, safety, and welfare as defined by state law or ordinance.

All extradition duty shall be distributed equally and alphabetically whenever practicable from a list maintained by the Sheriff's Department for the Officers covered under the terms of this agreement who have been certified by the Police Training Commission and those 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.

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 ( $1\frac{1}{2}$ ) 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.

When an Officer is assigned to hospital detail, he/she will be entitled to receive 8 hours pay per full shift worked at the applicable rate.

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 stand-by can only be made by the Sheriff or his designee.

Compensation for stand-by time will consist of:

- a. Four (4) hours or less - overtime pay for four (4) hours;
- b. More than four (4) hours to eight (8) hours - overtime pay for eight (8) hours;
- c. More than eight (8) hours to twelve (12) hours - overtime pay for twelve (12) hours;
- d. Any amount of time in excess of twelve (12) hours will be paid as indicated in the above formula i.e. four (4) hour increments.

The Sheriff or his designee may assign the stand-by Officer to other law enforcement duties during stand-by 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 (4) hours.

## X. UNIFORMS

### 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 below:

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) Spring Jacket (Windbreaker)
8. One (1) Winter Jacket
9. One (1) Uniform Badge
10. One (1) Hat Badge
11. One (1) Identification Card

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.

All Sheriff's Officers permanently assigned to Warrants and Transportation will be issued boots & raincoats for use during inclement weather.

The Sheriff agrees to maintain a supply of raincoats & boots to be used by temporary assigned officers on a day to day basis.

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.

The employer agrees to provide one-half the cost up to \$75.00 toward the purchase of a bullet proof vest approved by the I.A.C.P. on a voluntary basis. This provision will be budgeted for in the 1982 contract year. For the 1981 contract year, this provision will be contingent upon the availability of funds. Proof of purchase must be supplied to the Sheriff.

It is understood and agreed that if an employee does purchase a bullet proof vest, it will be considered as part of the dress code and uniform of the day.

Effective January 1, 1981 employees presently receiving a uniform allowance will receive a buy out sum of five-hundred dollars (\$500.00) which will be added to their base salaries and remain in base. The ranges as stipulated in Section VII. WAGES AND PAY PERIODS, Page 9, of this agreement reflect the buy out sum.

It is understood and agreed that the buy out sum of five-hundred dollars (\$500.00) as stipulated in lieu of the clothing allowance is a total and completed buy out for any and all clothing allowances that were in practice currently and for future bargaining.

## XI. POLICE EQUIPMENT

The standard on-duty weapon shall be a .38 revolver designed to hold six (6) cartridges and having a barrel length not shorter than two (2) 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 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.

The carrying of weapons both on and off-duty shall be governed by N.J.S.A. 2C:39-6. All weapons so carried shall be in the .38 caliber series and be in safe working condition.

XII. 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.

### XIII. 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 employee's personnel file. Any written denial of this request will be included in the employee's 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.

It is understood that the files maintained by the County Personnel Director are the official personnel files for all Officers.

No documents shall be entered in a Sheriff's Officer's personnel file that fall within the following categories:

- a. Any accusation that does not result in a hearing and finding of guilty;
- b. Departmental investigations and/or hearings that do not result in a find of guilty;
- c. Departmental hearings that result in a finding of guilty but are overturned by Civil Service appeal or judicial review;



- d. Any other adverse action against a Sheriff's Officer that is overturned by Civil Service appeal, P.E.R.C. ruling, or judicial review;
- e. Any adverse action against a Sheriff's Officer which is processed through the grievance procedure where such grievance is upheld;
- f. Any letter, statement, report or other document that implies a wrong doing or inefficiency is not substantiated by a hearing and find a of guilty except in cases of written reprimands;
- g. The Sheriff retains his right to maintain all documents that fall within the above categories in cases pending final disposition and/or appeal.

All personnel file entries concerning written reprimands will be removed from the Officer's personnel file twelve (12) months from the date of entry provided no other similar reprimand follows within said twelve (12) month period.

Nothing shall be entered in any Sheriff's Officer's personnel file, for any reason whatsoever, unless the Officer receives a copy of that document.

#### XIV. MEDICAL BENEFITS

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

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

It is understood and agreed, for the 1984-1985-1986 contract years, that the Employer will contribute \$2.49 per month toward the dependent coverage of the employee in the Modified Plan. The employee will contribute \$6.91 per month. Total amount for dependent coverage in the Modified Plan, \$9.40 per month. In addition, the Employer will contribute \$10.32 per month toward the dependent coverage of the employee in the Family Plan. The employee will contribute \$28.62 per month. Total amount for dependent coverage in the Family Plan, \$38.94 per month.

Health Maintenance Organization (H.M.O.) - Several Health Maintenance Organizations are available to the employee as an alternate to Blue Cross-Blue Shield, Rider J, and Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed

Health Maintenance Organization (H.M.O.) (Cont.)

toward traditional coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

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

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

Vision Care Program - All full-time employees of this bargaining unit who have been employed for more than sixty (60) continuous days, shall be covered by the Vision Care Program. Eligible employees are entitled to one (1) reimbursement each during a two (2) year period. The reimbursement is limited to the following allowances:

Eye Examination - \$25.00

Lenses and Frames combined -or- Contact Lenses - \$35.00

This program is as set forth by resolution authorizing these payments adopted by the Board of Chosen Freeholders on March 20, 1980 and as amended.

Vision Care Program (Cont.)

It is understood and agreed that the Vision Care Program will apply to the employee only.

XV. LONGEVITY

In accordance with the longevity resolution as amended by the Board of Chosen Freeholders all eligible employees are entitled to receive longevity based upon their base salaries (maximum base \$22,000) as of December 31st of the previous year starting with the completion of the 8th year of service as follows:

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

## XVI. 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 Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's 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.

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

Employees ordered to work by the Sheriff or his designee on Thanksgiving day, Christmas day, or New Year's day shall be paid their regular day's pay plus an additional rate of double time pay for the hours worked.

No vacation leave or personal days shall be granted without the express approval of an employee's department head immediately before or after any holiday period.

XVII. PERSONAL DAYS

In addition all employees shall have four (4) 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 third month of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per third month of employment completed in the year said employment is terminated. Personal holidays may not be accumulated annually.

#### XVIII. 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) working days next following the day of death. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.



XIX. VACATIONS

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

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

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

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

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

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.

XX. SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter (1¼) days per month on a month to month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

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

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

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

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

During the time that the Personnel Office is determining whether the injury or illness results from the working conditions,

an employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the employee will be recredited to the employee and the sick leave injury will be retro-active 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.

XXI. 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.

XXII. 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.

XXIII. 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.

#### XXIV. 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 employee's 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 five (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 or hearings of any nature.

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 employee's knowledge of such incident. Any retroactive settlement will be made as of the date of filing of such 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.

## XXV. 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 (2) weeks.

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

1. One 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 (2) weeks following termination of the posting period.

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

e. Expired posted notices will be retained by 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 reason 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 forty-eight (48) hour written notice will be issued in the event of work schedule changes. In case of emergency, only the Sheriff or Undersheriff 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 (1) hour prior to the employee's scheduled reporting time.

7. Rest Periods

All members of the bargaining unit shall receive two (2) fifteen (15) minute rest breaks during the scheduled tour of duty. Said time may be added to Officer's lunch break, only at such time where the exigencies of their performance of duty prevent them from a normal rest period.

#### 8. Extradition Duty

Any member of this bargaining unit who is assigned to extradition duty shall receive twenty-five dollars (\$25.00) per diem for reimbursement of food and shall additionally be reimbursed for lodging expenses and travel expenses. It is understood that the employee will submit the required receipts containing the details of all claimed expenses.

It is further understood that a pro-rata diem payment will be made as follows:

1. Four hours or less - or one meal = \$10.00
2. Four to six hours - or two meals = \$15.00
3. Six to eight hours - or three meals = \$25.00

#### 9. Clock-In

The employee will be required to clock-in and clock-out, only at the beginning and end of each shift. 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.

12. Court House Security

Whenever the security of the Court House is at issue both parties will meet and discuss the security measures that will be implemented for the period of time necessary. Whenever possible Court Officers will be given the assignment. This clause will also apply to the Non-Court Officers in the performance of their duties. It is understood that the final assigning authority will be the Sheriff or his designee.

13. Transfer to Sheriff's Officer Title

It is agreed that a transfer to Sheriff's Officer from another Middlesex County Government Law enforcement title and department shall be effected under the following conditions:

- a. Transfer will be subject to Civil Service Rules and Regulations and mutual agreement of Department Heads concerned.
- b. Start of new employment will take place immediately after leaving former employment.

c. Middlesex County benefits earned, such as sick days, vacation, personal days and longevity will be transferred with the employee.

d. Salary in the new position will be one step less than it would have been had he/she started in the Sheriff's Department originally.

e. County employees transferring with a break in service, will start at the minimum of the range.

f. Employees transferring from Municipal, State or Federal employment will start at the minimum of the range.

g. Items a through d apply only to transfers from another Middlesex County law enforcement department.

## XXVI. SHERIFF'S INVESTIGATIONS

In an effort to insure that departmental investigations where a member of the force is a target of a criminal or disciplinary offense wherein the investigation is no longer investigatory but accusatory are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of that member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, or during usual business hours, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Sheriff or Undersheriff. Usually it will be at the Sheriff's or Undersheriff's Offices or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If he is a potential target of the investigation, he shall be advised.

4. The questioning shall be reasonable in length. Thirty (30) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.



5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association Representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which opportunity shall not delay the interrogation beyond one (1) hour for consultation with his Association Representative, nor more than two (2) hours for consultation with his attorney.

7. In cases other than departmental investigation, if a member of the force is under arrest or if he is suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

In the event any Officer shall be suspended, regardless of the duration of such suspension, he shall be entitled upon request to a hearing as soon as possible after the suspension by the Sheriff or his designee. The Officer shall be entitled to legal representation throughout said hearing.

## XVII. TRANSPORTATION OF PRISONERS

The policy in the transporting of prisoners in a vehicle is that not less than two (2) 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 (1) 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 (3) prisoners are transported in a Van, either an additional Officer is assigned to the Van or a back-up car is assigned with two (2) Officers to follow the Van.

XXVIII. 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.

XXIX. 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 (15) days following the termination of the invalid provision.

XXX. 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.

XXXI. 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.

XXXII. NO STRIKE-NO LOCKOUT

Neither the employer or Association 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.

XXXIII. 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.



XXXIV. TRANSFER TO SHERIFF'S OFFICER TITLE

It is agreed that a transfer to Sheriff's Officer from another Middlesex County Government Law enforcement title and department shall be effected under the following conditions.

1. Transfer will be subject to Civil Service Rules and Regulations and mutual agreement of Department Heads concerned.

2. Start of new employment will take place immediately after leaving former employment.

3. Middlesex County benefits earned, such as sick days, vacation, personal days and longevity will be transferred with the employee.

4. Salary in the new position will be one step less than it would have been had he/she started in the Sheriff's Department originally.

5. County employees, transferring with a break in service, will start at the minimum of the range.

6. Employees transferring from Municipal, State or Federal employment will start at the minimum of the range.

7. Items 1 through 4 apply only to transfers from another Middlesex County law enforcement department.

XXV. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1984 until December 31, 1984.

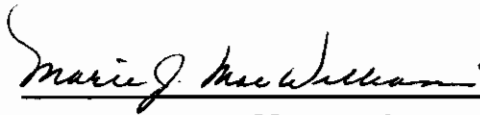
This Agreement may be reopened for 1985 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one-hundred and twenty (120) days prior to December 31, 1984.

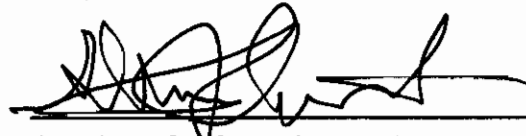
All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

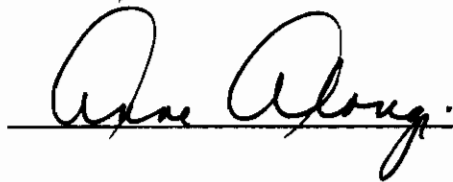
COUNTY OF MIDDLESEX:

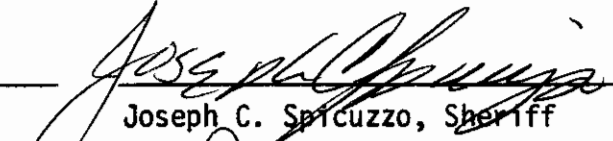
By Its Board of Chosen Freeholders

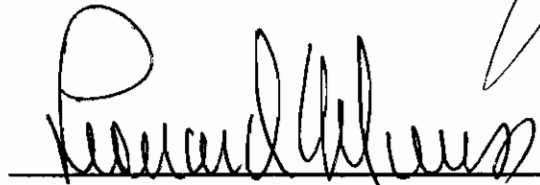
ATTEST:

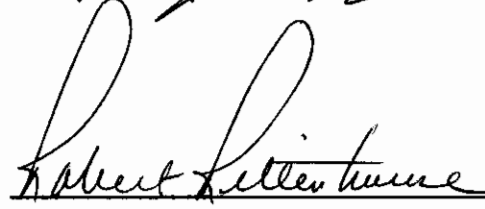
  
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Marie J. MacWilliam, Clerk

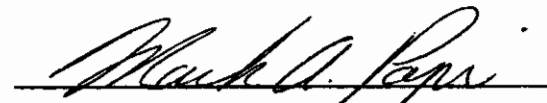
  
\_\_\_\_\_  
Stephen J. Capestro, Director

  
\_\_\_\_\_  
Anne Alongi

  
\_\_\_\_\_  
Joseph C. Spicuzzo, Sheriff

  
\_\_\_\_\_  
Leonard Muuss, State Delegate

  
\_\_\_\_\_  
Robert Rittenhouse, President

  
\_\_\_\_\_  
Mark A. Papi, Vice President

The Communications Workers of America, AFL-CIO representing the Court Clerks workers at the County Courthouse, and the County of Middlesex hereby agree and covenant as follows:

WHEREAS, the County has entered into a contract which provides Dental Insurance for its employees; and

WHEREAS, the said insurance is paid by the County for its employees; and

WHEREAS, said contract provides an increased benefit over the existing benefit level; and

WHEREAS, said contract requires employees to pay a portion of the premium for dependent coverage; and

WHEREAS, the County has already deducted from represented employees' paychecks an increased premium deduction,

THEREFORE, the parties hereby amend the existing Collective Bargaining Agreement as follows:

LIBRARY  
Institute of Collective  
Management and  
Labor Relations

MAR 7 1984

RUTGERS UNIVERSITY

Article IX - Medical Benefits

C. Dental Plan

All full-time employees who work twenty (20) hours or more shall be covered by the Great-West Life Assurance Company Dental Plan or a similar plan at the employers expense. Employees who opt to have their dependents covered may opt to do so in accordance with the established open-enrollment policy and shall pay the following premiums: Modified - \$ 6.91 per month  
Family - \$28.62 per month

FURTHER, the parties also agree that the County will, no later than March 30, 1984, reimburse the employees who had an excessive deduction made from their paychecks, all monies due and owe them such that no employee pays more than the deduction specified in the Amended Article IX-C above.

DATED:

For the Union: 02-23-84

*Adrienne L. Taylor*  
C.W.A. Representative  
*Bernard A. Hebrant*  
*Dabir*  
*Frank Choborshi*

For the County:

*[Signature]*  
Stephen J. Cavestro, Director  
Board of Chosen Freeholders