

# **AGREEMENT**

**Between**

**BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF WARREN**

**and**



**THE OFFICE OF THE SHERIFF OF WARREN COUNTY**

**and**

**POLICE BENEVOLENT ASSOCIATION LOCAL 280  
WARREN COUNTY'S SHERIFF'S OFFICERS,  
SHERIFF'S OFFICER SERGEANTS AND  
SHERIFF'S OFFICER LIEUTENANTS**

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**JANUARY 1, 2005 THROUGH DECEMBER 31, 2008**

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**ARTICLE I- PREAMBLE**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Warren County Board of Chosen Freeholders (BCF), the Office of the Sheriff of Warren County (hereinafter referred to as the “SHERIFF”), and Police Benevolent Association Local 280 (hereinafter referred to as the “ASSOCIATION”), on behalf of all Sheriff’s Officers, Sheriff’s Officer Sergeants and Sheriff’s Officer Lieutenants whom it represents, in accordance with the Chapter 303, Public Laws of the State of New Jersey of 1968, subject to N.J.S.A. 40A:9-117. Throughout this agreement, references to the Sheriff shall be meant to include the BCF as a responsible party.

**ARTICLE II-RECOGNITION**

The Sheriff recognizes the Association as the sole and exclusive representative for collective negotiations of the employees in the following negotiating unit: The employees of the Sheriff’s Office serving full-time in the position titles of Sheriff’s Officer, Sheriff’s Officer Sergeant and Sheriff’s Officer Lieutenant in a provisional or permanent status pursuant to N.J.A.C. 19:11-3.1.

**ARTICLE III – DUES CHECK OFF**

The Sheriff agrees that Association dues will be deducted each pay period from the earnings of each employee who has properly authorized such deductions in writing and in compliance with the provisions of N.J.S.A. 52:14-15.9e. Said deductions will be forwarded by the fifteenth (15<sup>th</sup>) day of each month following collection, together with a listing of all employees for whom a deduction has been made, showing the amount deducted, to the Association representative whose name and mailing address has been designated for such purposes by the Association in writing.

#### **ARTICLE IV – 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 in accordance with the law; promoting, transferring, and scheduling employees; determining the standards of service to be offered; taking necessary actions in emergencies; determining the standards of selection for employment; maintaining the efficiency of operations and the technology of performing work; determining the methods, means and personnel by which operations are to be conducted; introducing new or different methods of operation; contracting or subcontracting for work or services; and determining the content of job classifications, subject to New Jersey Department of Personnel (DOP) Regulations and any other applicable law or provisions of this Agreement.

Section 2. The Sheriff has the right to promulgate and enforce rules and regulations for the proper and efficient operation of the Sheriff's Office. Except in emergent circumstances, the Sheriff shall provide the Association with five (5) working days' notice of new rules and regulations or modifications to existing rules and regulations. Such rules and regulations shall be duly and conspicuously promulgated, and shall be observed.

#### **ARTICLE V – DISCRIMINATION**

No employee shall be discharged or discriminated against by either the Sheriff or the Association for reasons of age, race, creed, sex, color, handicap, ethnic background, political affiliation or union activity. Interpretation of this provision is subject to applicable law.

#### **ARTICLE VI – ADHERENCE TO STATE RULES AND REGULATIONS**

The Sheriff and the Association duly understand and agree that all rules and regulations promulgated by the DOP or by the Public Employment Relations Commission concerning any matter whatever not specifically covered in this Agreement shall be binding upon both parties.

**ARTICLE VII – NO STRIKE**

Section 1. The Association assures and pledges that its goals and purposes are such that neither it nor its members condone strikes or threats thereof by public employees, or work stoppages, slowdowns, job actions, sick-outs or any other such actions which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey; and the Association and its members agree that they will not initiate or participate in such activities, nor advocate or encourage members of the unit to initiate or participate in the same; and neither the Association nor its members will support anyone acting contrary to this provision.

Section 2. The Sheriff agrees that there shall be no lock-out of employees during the term of this Agreement.

**ARTICLE VIII – ECONOMY LAYOFFS**

The Sheriff agrees that employee layoffs for bona fide economy reasons shall be in conformity with applicable regulations promulgated by the DOP.

**ARTICLE IX – SAFETY**

The parties agree that the Warren County Safety Advisory Coalition shall include one Association designee as a member.

**ARTICLE X – SEPARABILITY AND SAVINGS**

Any provision of this Agreement found to be in violation of any existing or future local, state or federal statute, rule or regulation shall be subject to renegotiation by the parties to the end of ensuring that such provisions are not in contradiction to any such aforementioned statute, rule or regulation, if possible. Only those provisions in dispute shall be affected, and all other terms and conditions of the Agreement remain unaffected.

## **ARTICLE XI – LABOR/MANAGEMENT MEETINGS**

Upon written request by the Association and/or the Sheriff, and if consented to by both parties, a meeting with the representatives of both parties shall be scheduled within two (2) weeks of the request regarding mutual problems. The written request shall specify the reason for the request and identify the specific matter (s) to be discussed. These meetings are not intended to bypass the grievance procedure nor are they to be considered collective negotiations meetings, but rather are intended as a means of fostering good and sound employment relations through voluntary and informal communications between the parties.

## **ARTICLE XII – VISITATION OF PREMISES**

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

## **ARTICLE XIII – HOURS OF WORK**

The daily tour shall be an eight and one-half hour consecutive hour shift. When departmental needs require, the Sheriff shall have the right to request that an officer work his eight and one-half consecutive hour tour at any time between the hours of 7:00 a.m. and 12:00 midnight. The parties do not intend to create permanent alternative shifts by this agreement, except as noted below. The normal tour shall be the hours of 8:00 a.m. to 4:30 p.m. (one-half hour of which is for meal time). The Sheriff shall be required to seek a volunteer to cover any alternate eight and one-half consecutive hour shift he requires covered (between 7:00 a.m. and 12:00 midnight) by calling officers through the rotating seniority roster beginning with the next officer scheduled to be asked. Failing agreement of any officer to work the requested hours, the Sheriff then can require officers to work in reverse

order on the rotating roster. Acceptance or refusal by an officer of a request to volunteer for an alternate tour shall result in that officer being placed at the bottom of the rotating seniority list. Notwithstanding the above, the parties agree that the Sheriff retains the reserved right to establish two normal shifts of 8:00 a.m. to 4:30 p.m. and 3:30 p.m. to 12:00 midnight, with assignments to the second shift to rotate on a monthly basis through the unit of Sheriff's Officers unless individuals volunteer. Furthermore, it is agreed that if the Sheriff elects to use overtime assignments as a method for handling temporary manpower shortages, such overtime assignments shall be made on an inverse seniority basis that rotates through the entire unit of Sheriff's Officers.

#### **ARTICLE XIV – OVERTIME**

Section 1. Employees scheduled by the Sheriff to work in excess of their regular work week shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked in excess of their regular work week.

Section 2. Employees who are required by the Sheriff to work the actual date on which a holiday falls shall be paid at the rate of two times their regular rate of pay, together with their regular rate of pay, for all such hours worked, provided that the holidays are limited to those referenced in Article XVIII, Section 1, not to include those holidays which may be declared pursuant to Article XVIII, Section 4. All other holiday work shall be compensated at one and one-half times the regular rate of pay, together with the regular rate of pay, for all such hours worked.

Section 3. All overtime and/or extra hours must be specifically authorized and scheduled by the Sheriff or his designee. All overtime assignments shall be shared equally among all full-time officers, according to seniority, on a rotating list. An acknowledged refusal will result in the officer being skipped over on the list until all existing names are

exhausted and the rotating list is again implemented by seniority. The rotating list will be posted on the Association bulletin board at the beginning of each work week.

Section 4. Employees may, subject to limitations of department policy and with authorization by the Sheriff or his designee, receive compensatory time off at the applicable overtime rate for hours worked in excess of their regular work week. All such hours shall be placed in the employee's compensatory time bank. Compensatory time may be taken upon written request to, and approval by, the Sheriff or his designee, and must be used within sixty (60) days after it is earned, unless the Sheriff or his designee, in the exercise of his discretion, permits otherwise. Any time unused, pursuant to the above, shall be converted to equivalent cash payment in the pay period succeeding the pay period in which it is deemed unused.

Section 5. Employees called out on emergency duty shall receive pay for such duty at the appropriate rate for a minimum of four (4) hours. The minimum of four (4) hours does not apply if the employee is called out less than one (1) hour prior to his/her normal starting time. In such case the number of hours would be the time between the call out and the normal starting time.

#### **ARTICLE XV – PAY PERIODS**

Employees shall be paid on the County's bi-weekly pay system. New employees will have five (5) days deferred from their first pay check.

#### **ARTICLE XVI – MEDICAL BENEFITS**

A. All full-time employees after ninety days of service are eligible for hospitalization and major medical benefits, dental benefits and prescription benefits in accordance with the County's healthcare plan. The medical benefits are paid by the employer.

B. The Employer shall pay current hospital and major medical premiums under the aforesaid healthcare plan for employees and their dependents who retire after January 1, 1975, with:



1. Twenty-five (25) years of full-time County service, or
  2. Twenty-five (25) years of accredited PFRS pension time, the last fifteen (15) of which shall have been full-time County service and where the employee has attained the age of 55. For employees who have met the pension and service time requirements noted above, but choose to retire prior to age 55, participation in the County healthcare plan may be continued by paying the full monthly cost of the plan to the County. The employer shall resume paying current hospital and major medical premiums of the healthcare plan when the retired employee attains the age of 55 or
  3. Are separated from full-time County service on a disability pension. Such payment shall continue until the death of the employee.
- The employee healthcare benefits are as follows:

**PPO Plan**

<b>Benefit</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Deductible	None	\$200/\$400
Coinsurance	100%	80%
Out-of-Pocket Maximum	\$300/\$600	<25K \$400/\$1,200 & >25K \$800/\$2,400
Inpatient Hospital Copay ( <i>Room &amp; Board</i> )	100%	80% after the deductible
Outpatient Services	100%	80% after the deductible
Surgical Charges ( <i>includes assistant surgeon and anesthesia</i> )	100%	80% after the deductible
Office Visit	\$10 copay	80% after the deductible
Specialists	\$10 copay	80% after the deductible
Lab & X-ray	100%	80% after the deductible
Durable Medical Equip.	100%	80% after the deductible
<b>Emergency Room</b> (waived if admitted) True Emergency	\$10 copay	\$10 copay

Non-Emergency	\$50 copay	\$50 copay
Skilled Nursing Facility (120 days total confinement)	100%	80% after the deductible
<b>Mental/Nervous/ Sub Abuse</b> In-Patient (30 days)	100%	80% after the deductible
Out-Patient (20 visits)	\$10 copay	80% after the deductible
Non-Notification Deductible (Applicable only if Care Coordination is not notified as required. It does not count towards the Out-of-Pocket Max).	<25K \$300 & >25K \$500	

**Bi-Weekly Employee Contributions**

	<b><u>\$19 - \$35K</u></b>	<b><u>\$35 - \$60K</u></b>	<b><u>\$60 - \$85K</u></b>	<b><u>\$85 +</u></b>
Single	\$5.00	\$11.00	\$17.00	\$23.00
Parent/Child	\$7.00	\$15.00	\$23.00	\$32.00
H/W	\$10.00	\$19.00	\$28.00	\$37.00
Family	\$12.00	\$24.00	\$ 35.00	\$47.00
Parent/Children	\$12.00	\$24.00	\$35.00	\$47.00

Employee contributions shall be applied with the payroll check issue date of July 20, 2006.

**Prescription Benefit:**

The County will provide a prescription plan for all full-time employees covered under this agreement to include the following: Employees will be required to pay a six dollar (\$6.00) co-pay for generic drugs; a twelve dollar (\$12.00) co-pay for brand name (formulary) drugs and an eighteen dollar (\$18.00) copay for any non- formulary drugs. Mail order prescription purchases shall include a ninety-day supply at a six dollar (\$6.00) co-pay for generic drugs; a twelve dollar (\$12.00) co-pay for brand name (formulary) drugs and an eighteen dollar (\$18.00) copay for any non- formulary drugs.

C. Any Healthcare changes that occur through future negotiations, will be adopted in future retiree plans for any employee retiring after the date of the signing of this agreement. The employer shall pay current hospital and major medical premiums for retired employees in accordance with the provisions of the resolution adopted by the Board of Chosen Freeholders pursuant to NJSA: 40A:10-23.

Upon the death of an employee or a retired employee who is entitled to medical benefits, the surviving spouse may continue in the medical benefits plan under COBRA by paying the monthly premiums. If the surviving spouse is not the former employee or retired employee and shall remarry, the coverage shall cease immediately. If the surviving spouse is employed elsewhere and is covered by another medical benefits plan, the County's coverage shall be terminated immediately. Notwithstanding the above, effective May 8, 1995 the County shall pay premiums for surviving dependents of a county employee who dies while in the employ of the County, for a period of six (6) full months following the month the employee became deceased.

D. *Medicare Part B*. Premium Reimbursement for employees sixty-five (65) years or older shall be paid by the Employer until retirement.

E. The Employer shall provide an eyeglass plan under which employees shall be entitled once every twenty-four (24) months to a \$200 reimbursement of which a \$100 reimbursement is used toward an eye examination and \$100 reimbursement toward any one of the following: regular glasses, contact lenses, bifocals, or Rx safety glasses. All receipts for reimbursement must be submitted to the Personnel Department within thirty (30) days of service. The beginning of the next 24 month period of entitlement will not begin until all eyeglass receipts have been submitted and confirmed for payment.

F. The employer shall provide a base dental plan which shall cover the plan minimum for preventative and diagnostic services. An employee may choose to upgrade base coverage by paying the established contribution as indicated in the County's dental plan.

G. The employer shall provide chiropractic services for employees covered by the County's healthcare plan. The employee is responsible for a co-pay of \$10.00 and the benefit is limited to twenty (20) visits per year. Chiropractic treatment per illness may be limited to fewer than twenty (20) visits as recommended by the County's chiropractic

provider. However, this treatment limitation shall not preclude an employee from using the remaining balance of approved visits for future treatment episodes to the maximum of twenty (20) total visits. The employee's co-pay will only be reimbursed for services rendered by chiropractors in the plan's network.

H. The Employer reserves the right to change the insurance plan administrator or carrier provided that in the aggregate, substantially similar benefits are furnished. The Union will be notified of any such planned change.

I. An employee on LWP (Leave Without Pay) must pay a monthly healthcare premium, except as otherwise provided by Family Leave legislation.

### **ARTICLE XVII – ASSOCIATION REPRESENTATIVES**

The Association shall have the right to designate such members of the Association as it deems reasonably necessary as Association Representatives, who shall not be discriminated against due to their legitimate Association activity. The Association agrees to furnish the Sheriff with complete written lists of Association Representatives, and to inform the Sheriff of any changes and to keep such lists current and correct at all times.

### **ARTICLE XVIII – HOLIDAYS**

Section 1. The legal paid holidays which are recognized holidays for the purposes of this Agreement are as follows:

*New Year's Day*  
*Martin Luther King's Birthday (3rd Monday in January)*  
*Lincoln's Birthday*  
*Washington's Birthday (3rd Monday in February)*  
*Good Friday*  
*Memorial Day (Last Monday in May)*  
*Independence Day*  
*Labor Day*  
*Columbus Day (2nd Monday in October)*  
*Election Day*  
*Veteran's Day*  
*Thanksgiving Day and the Friday succeeding the same*  
*Christmas Day*

Section 2. In the event any of the above holidays fall on a Saturday they shall be celebrated on the prior Friday, and in the event any of the above holidays fall on a Sunday they shall be celebrated on the following Monday.

Section 3. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence. A leave of absence without pay shall not be considered an excused absence.

Section 4. In addition to the aforementioned holidays, the Sheriff will have the option in his discretion to grant a holiday when the President of the United States as Chief Executive of the U.S. declares a holiday by proclamation or when the Congress of the United States shall pass and declare a holiday to be legal under the laws of the U.S. or when the Governor of the State of New Jersey shall pass and declare a holiday to be legal under the laws of the State of New Jersey or if the Board of Chosen Freeholders declares a holiday.

#### **ARTICLE XIX – VACATIONS**

Section 1. All employees covered by this Agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation leave as provided herein.

a. One (1) working day of vacation for each month of employment during the first calendar year of employment.

b. Twelve (12) working days of vacation from one (1) through five (5) years of service.

c. Fifteen (15) working days of vacation from five (5) through twelve (12) years of service.

d. Twenty (20) working days of vacation from twelve (12) through twenty (20) years of service.

e. Twenty - Five (25) working days of vacation after the twentieth year of service.

Section 2. Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established employer policy. Vacation allowances must be taken

during the current calendar year at such time as permitted or directed by the Sheriff, unless the Sheriff determines that it cannot be taken because of pressure of work. Only one (1) year of earned vacation allowance may be carried forward to the next succeeding year. Where an employee has earned vacation in excess of one (1) year's allowance as of October 1, the employee will meet with his supervisor to schedule such vacation time. Such vacation time may be carried into the succeeding calendar year, so that no accrued vacation time will be lost.

Section 3. Upon separation from employment or upon retirement, an employee shall be entitled to vacation allowance for the current year prorated upon the number of full months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Section 4. When a vacation allowance for an employee changes based on his years of service during any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth day of the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

Section 5. The Sheriff shall attempt to schedule work, to the extent possible, to preclude changes in vacation scheduling.

Section 6. An employee shall be required to give at least twenty-four (24) hour advanced written notice of a request to take a vacation day off. Requests for more than one (1) day and up to four (4) consecutive days off, must be given in writing at least forty-eight (48) hours in advance. Vacation of less than five (5) consecutive work days may be scheduled by mutual agreement between the employee and the Sheriff. Requests for five (5)

or more consecutive days off shall be given in writing at least two (2) weeks prior requested vacation. Special rules apply in the case of shift work. Request for vacation time under three (3) consecutive days shall be made in writing at least one (1) week in advance. Requests for three (3) to five (5) consecutive days off shall be made in writing at least two (2) weeks in advance. Requests for over five (5) consecutive days off shall be made at least three (3) weeks in advance in writing. Employees shall submit a request for vacation of five (5) consecutive work days or more, with first and second choices. The first choice for the first two (2) weeks requested shall be scheduled where practicable on the basis of seniority.

Section 7. If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his/her salary rate at the time of death shall be calculated and paid to his/her estate or legal representative.

Section 8. Vacation days may be taken for less than a full day, at the discretion of the Sheriff.

Section 9. Employees shall not be credited with vacation time if they are on an approved leave of absence without pay for periods in multiples of one (1) month or major portion thereof.

## **ARTICLE XX – LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Sick leave shall accumulate at the rate of one (1) day per month in the first calendar year of service, commencing in the first month or major portion thereof, from the date of hire.

2. Beginning with the second calendar year of employment, in anticipation of continued employment, employees shall be credited with fifteen (15) sick days as of January 1 of the calendar year. If separation from employment occurs before the end of said year and

the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave in excess of the number to which he was entitled.

3. Employees shall not be credited with sick leave if they are on an approved leave of absence without pay for periods in multiples of one (1) month or major portion thereof.

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

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

a. If an employee is absent for five (5) consecutive working days, a doctor's certificate shall be required upon returning to work.

b. For sick leave totaling more than fifteen (15) days in a calendar year, a doctor's certificate shall be required upon returning to work. Sick leave taken with a doctor's certificate is not included within the fifteen (15) days aforementioned.

c. Sick leave may be approved for any employee for emergency attendance upon a member of his immediate family (father, mother, spouse, child, foster child, sister, brother, stepfather, stepmother, father-in-law, mother-in-law, stepchild and grandparent) or other near relatives residing in the employee's household, critically ill and requiring the presence of such employee.



d. If all bereavement leave set forth below in paragraph G has been exhausted then up to two (2) weeks sick leave may be approved because of death in the immediate family as that term is defined in 5c above.

e. The Sheriff, at his discretion, may at any time require the employee seeking sick leave to submit medical evidence on the medical evidence portion of the leave request form.

f. Sick leave not approved by the Sheriff, in which the employee was absent, shall be charged to the employee's vacation credit, if any; otherwise, he/she will suffer loss of pay for such time.

g. An employee who does not expect to report for work because of personal illness or for any other reason included in the definition of sick leave in DOP Rule 4A:6-1.3, shall notify his/her immediate supervisor by telephone at 8:00 a.m. or other reporting hour of work for his/her position.

B. Unused Sick Leave – Retirement: A permanent employee who enters regular or disability retirement from the Sheriff's service and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his retirement provided, however, that no such supplemental compensation payment shall exceed \$14,000.00 This supplemental compensation shall be paid in a lump sum after the effective date of retirement or at the option of the employee on quarterly dates: January 1, April 1, July 1, and October 1 with payments beginning on the quarterly date next following the date of retirement. The foregoing reference to the option of the employee is predicated

upon the employee notifying the Sheriff of his intention to retire by no later than October 1 of the calendar year prior to the calendar year in which retirement shall be effected. If such notification does not occur until subsequent to said October 1 date, then the aforesaid option shall be the Sheriff's rather than the employee's. If a permanent employee dies during the course of employment, as defined by Worker's Compensation law, the employee's surviving spouse and/or dependent children under 18 shall receive an amount equal to one-half of the employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the employee's death, but in no event more than \$14,000.00. The Sheriff retains the option to make said payment in a lump sum or in four quarterly payments.

C. Worker's Compensation Insurance and Sick Leave Injury Insurance

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

2. When an employee is absent on a work related injury or illness, the employee shall retain his or her Worker's Compensation disability checks and receive in addition thereto a salary differential from which normal deductions shall be taken. The salary differential shall be paid during the period that the temporary disability benefits are received and all adjustments shall be made after the employee returns to work in the event of an overpayment/underpayment. In this fashion, the employee shall receive the Worker's Compensation check and the salary differential such that the full salary shall be paid during this period, but to comply with the IRS and Division of Pension regulations, the normal withholding shall be taken only on the salary difference.

3. Sick leave injury will not be charged to the employee's sick leave. Worker's Compensation and insurance accident reports must be filed with the Sheriff or his designee in all cases no later than the start of the second work day after injury occurred, except that in the

case of a fatal or serious injury (one that requires hospitalization) the report is to be filed immediately.

4. The Sheriff or his designee, at his discretion may, at any time, require the employee on a sick leave injury time to submit to physical examinations by a physician or physicians of the Sheriff's choice.

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

6. A total amount of up to one (1) year's compensation shall be paid by the sick leave injury insurance for work loss caused by an injury received on the job, provided the aforesaid requirements are complied with.

7. A doctor's certificate authorizing an employee to return to work shall be required upon returning to work from sick leave injury or after receiving Worker's Compensation.

D. Maternity Leave – Employees covered by this Agreement shall be entitled to maternity leave as hereinafter set forth. An employee shall notify the Sheriff of her pregnancy as soon as it is medically confirmed but no later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted an earned and accumulated sick leave during the time prior to the expected date of confinement and for six (6) weeks after the actual date of birth. Additional time beyond the six (6) weeks shall be granted upon presentation of doctor's certificates setting forth the necessity therefore. Additional time off associated with maternity, other than the medically related sick leave mentioned above, may

be requested as leave without pay, provided that in no event shall such leave extend beyond one year's duration. Such leave without pay requests are subject to the provisions of paragraph H below, with the following exception: the employee may request a leave without pay without having first exhausted accumulated sick leave.

E. Administrative Personal Leave

1. Employees covered by this Agreement shall be advanced three (3) days of administrative personal leave of absence with pay on January 1<sup>st</sup> in each calendar year, with a pro-rated advancement during the first calendar year of employment.

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

3. Administrative personal leave shall be granted by the Sheriff upon request of the employee, provided the request can be granted without interference with the proper conduct of the government function involved. In cases of emergency the employee is to give as much advance notice as he is able to give under the circumstances.

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

F. Jury Duty

1. Should any employee be delegated to serve as a juror, he/she shall receive full pay from the Sheriff for all time spent on jury duty less any remuneration for such services.

2. While any employee is serving jury duty he or she shall not be required to work for the Sheriff during the hours when he or she is on jury duty.

3. Employees must obtain a certificate from the County Clerk's Office certifying the number of days the employee served on jury duty and submit the certificate to the Sheriff.

4. For purposes of this paragraph F, time spent while “on call” for jury duty shall not be considered as jury duty.

#### G. Bereavement Leave

Section 1. The Sheriff shall provide bereavement leave pay not to exceed five (5) working days total per calendar year. Three (3) bereavement days may be utilized in case of the death of a first degree relative, as defined below. The remaining two (2) bereavement leave days can be utilized in the case of the death of either a first degree relative or a second degree relative as defined below. With regard to second degree relatives, employees shall be limited to one (1) bereavement leave day per occurrence.

Section 2. First degree relatives shall be defined as follows: an employee’s spouse, children, foster children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren, grandparents, stepchildren, stepmother, stepfather, son-in-law, daughter-in-law, grandparents-in-law or POSSLQ. Additional days may be approved by the Sheriff or his designee and charged against administrative leave.

Section 3. Second degree relatives shall be defined as follows: an employee’s uncle, aunt, niece, nephew, cousin, sister-in-law, or brother-in-law.

Section 4. As soon as possible an employee shall notify the Sheriff or his designee of a death in his family, and of his need for leave. Notification must be given as in the case of sick leave. Proof of death may be required by the Sheriff.

#### H. Leaves Without Pay

The grant or denial of a request for leave without pay is discretionary with the Sheriff. The request must be made in advance, with the Sheriff retaining the ultimate decision-making power. A leave without pay request based upon non-job related medical reasons where a physician has indicated that the employee cannot work will require the employee to first exhaust accumulated sick leave. If the leave without pay request is denied,

the employee is expected to report for work and the employee's absence under such circumstances will be considered "Absence Without Leave" (AWOL) which will give the Sheriff cause for discipline in accordance with Department of Personnel procedures.

I. Military Leave

Military leave shall be governed by applicable state and federal statutes and regulations.

**ARTICLE XXI – UNIFORMS AND UNIFORM MAINTENANCE ALLOWANCE**

Section 1. The Sheriff agrees to supply each new employee, upon employment, with the following uniform items:

- |                        |                           |
|------------------------|---------------------------|
| (3) Long Sleeve Shirts | (1) Raincoat and rain hat |
| (3) Pair pants         | (1) Winter Jacket         |
| (1) Tie                | (1) Hat                   |
| (3) Crew Neck Shirts   | (3) Short Sleeve Shirts   |

In addition to the foregoing, the Sheriff shall supply all other uniforms and equipment, as approved in the Sheriff's uniform policy which shall not be grievable, as are necessary to perform the functions and duties of a Sheriff's Officer.

Section 2. All emblems, patches, badges and pins shall be worn according to the Sheriff's policy only. Any deviation from the Sheriff's policy may result in disciplinary action. All uniforms shall be worn in a standardized manner and according to the Sheriff's policy.

Section 3. Each employee, upon completion of one year's employment will be entitled to an annual uniform allowance not to exceed \$350.00 and an annual uniform maintenance allowance for the purpose of maintaining uniforms in a proper and professional manner. In the first calendar year of employment, the employee will be furnished with the standard uniform. A Uniform Maintenance Allowance of \$675.00 per year increasing by \$50.00 each January 1, of contract term shall be paid by the Sheriff after the first year of

employment effective and retroactive to January 1, 2005. Uniform allowance shall be payable in two installments – February 15 and July 1. For example, a person hired in April, would not be eligible for the allowance paid for the first half of the succeeding year. This allowance is to be used to replace items of the standard uniform. The Sheriff, at his discretion, may withhold payment of the allowance and/or exercise disciplinary action if the employee refused to do so when asked to have the uniform cleaned or replaced when frayed or worn.

Section 4. The Sheriff agrees to supply each new employee with sufficient uniforms, without cost to such employee. Equipment issued shall be the property of the Sheriff and must be returned to the Sheriff as provided under Section 5, below.

Section 5. Upon termination of employment, an employee shall return any uniform/equipment issued. Failure to do so shall result in a deduction of depreciated value of said unreturned uniform and /or equipment (as determined by management) from the employee's final paycheck. The Sheriff shall certify receipt of said property prior to releasing his or her last paycheck.

## **ARTICLE XXII – VEHICLE POLICY**

Section 1. Employees shall not be permitted or authorized to use personal vehicles for business purposes.

Section 2. Existing County policy regarding the use of vehicles, driver's licenses, automobile insurance, etc. shall be observed. Traffic violations (fines) shall be the responsibility of the employee.

Section 3. Unless otherwise approved in advance by the Sheriff or his designee, commuting to and from the work site or State mandated police academy training sites for new hires shall be on the employee's own time and in the employee's personal vehicle. A

Sheriff's vehicle shall be provided for any State mandated in service training sites for uniformed personnel.

### **ARTICLE XXIII – TUITION REIMBURSEMENT**

Section 1. All employees covered by this Agreement shall be eligible to receive financial reimbursement for job related, career, or personal development courses in the following areas:

- a. Matriculating undergraduate/graduate degree,
- b. Business/Vocational/Technical courses,
- c. Career development courses such as seminars and continuing education courses which will aid the employee in his employment. The foregoing decision of job-relatedness is discretionary with the Sheriff.

Section 2. Reimbursement will be contingent upon:

A. By no later than the first day of the course, an interested employee must submit a written request for course work. This request must be presented to the Sheriff for initial approval and to the County Administrator and Personnel Department for final approval and authorization that funds are available. The employee will be notified as to the approval or disapproval of his application within two (2) weeks. Within four (4) weeks after completion of the course work, the employee shall submit to the County Administrator and Personnel Department, via the Sheriff, certification of successful completion of the course work on the proper form. Payment will be made to the employee after the employee has completed and signed the proper voucher form.



B. The student must maintain a “C” grade or better for an undergraduate course and a “B” grade or better for a graduate course. For purposes of this Section, a “pass” grade for a “pass/fail” course shall be acceptable.

C. Courses shall be taken outside the employee’s normal working hours and shall not interfere with the individual’s responsibilities of employment. If leave time is needed for travel to a course, up to four (4) hours of available vacation time per week may be granted with the supervisor’s approval.

D. Reimbursement will be the lesser of the actual expenses or the current tuition rate at Rutgers, the State University of New Jersey. Employees are responsible for their travel expenses, fees, and books.

E. Priority will be given to employees attending colleges within the State of New Jersey.

F. A maximum of nine (9) credits per calendar year may be taken.

G. An employee must be a permanent full-time employee of the Sheriff to be entitled to financial reimbursement. As an exception to the foregoing, an employee who has been employed more than one (1) year by the Sheriff, even though not yet “permanent” due to DOP Procedures, will be eligible for this benefit, provided that if the employee cannot continue employment with the Sheriff for at least one (1) year pursuant to the provisions of subsection H below due to the failure of the DOP to make the employee “permanent”, in that event the employee will be required to repay the financial value of the tuition reimbursement that has not been repaid via said work commitment.

H. Employees must sign a service agreement commitment that they will continue employment with the Sheriff for at least one (1) year. If the employee terminates employment before completion of the agreement, he must repay the

financial value of the tuition reimbursement that has not been repaid via the above work commitment.

I. The Sheriff will request that the amount of \$1,000 be appropriated by the Freeholders. Reimbursement to eligible employees will be on a “first come, first served” basis until such time as the appropriation is depleted.

#### **ARTICLE XXIV – PROMOTIONS**

Section 1. Promotional positions shall be filled in accordance with DOP rules. Notice shall be posted at the earliest possible time that a promotional vacancy is to be filled.

Section 2. 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 XXV – BREAKS**

Each employee herein represented shall be entitled to one (1) paid fifteen minute break for each day of work, to be scheduled at times approved by the Sheriff. Unused break time shall not be credited or accumulated in any way.

Facilities shall be provided for employees for purposes of daily breaks, eating of lunches and for relief in time of momentary illness incurred while at work.

#### **ARTICLE XXVI – GRIEVANCE PROCEDURE**

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

Step 1. The aggrieved employee and the Association representative shall present the employee's grievance to the employee's immediate supervisor within ten (10) working days of its occurrence. Failure to present the grievance within said time period shall constitute abandonment of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

Step 2. Should the grievant disagree with the decision of the supervisor, the grievant and/or the Association may, within seven (7) working days after the response of the supervisor is due, submit to the Sheriff a statement in writing and signed as to the issue or issues in dispute. Such statement shall set forth the reasons why the grievant contends the supervisor's decision is incorrect and shall specify the provision or provisions of this Agreement alleged to be violated. The Sheriff, or his designee, shall review the decision of the supervisor together with the statement submitted. The grievant and/or the Association may request to appear before the Sheriff or his designee. The Sheriff or his designee will render his decision within ten (10) working days after the meeting at which the Sheriff or his designee has completed his review.

Step 3. Should the grievance be unresolved after Step 2, the matter may be processed as follows:

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

b. If the grievant does not allege a violation of rights within the jurisdiction of the DOP and if the grievance involves an alleged violation of a specific term of this Agreement the matter may be submitted to binding arbitration by the Association. The Association must file the request for arbitration with the Sheriff and with PERC within ten (10) working days after receipt of the Sheriff's decision.

1. The arbitrator shall be selected from the panel maintained by PERC in accordance with the selection procedures of PERC.

2. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after selection and shall issue a decision within thirty (30) days after the close of the hearings unless the parties mutually agree to an extension.

3. The arbitrator's decision shall be binding upon the parties, shall be in writing and shall set forth findings of fact, reasons and conclusions on the specific issues submitted. The arbitrator shall not have the power to add to, subtract from, or modify the provision of this Agreement and shall confine his/her recommendations solely to the interpretation and application of this Agreement. The arbitrator shall not have the power to make a recommendation on any matter which is not within either the Freeholder's or the Sheriff's power to implement.

4. The costs of the services of the arbitrator shall be borne by the PBA if the grievance is completely denied or the County if the grievance is completely sustained. Otherwise, the cost of the service for the arbitrator shall be borne equally by the Freeholders and the Association. Any other expenses incurred in connection with the grievance arbitration shall be paid by the party incurring the same.

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

#### Extensions and Modifications

Time extensions may be mutually agreed to by the Sheriff and the Association, but such time extensions shall be in writing.

**ARTICLE XXVII – SALARY RANGES AND WAGES**

Section 1. See Schedule A., Salary and Wage Table.

The parties incorporate herein by reference as if set forth in full, the September 10, 2006 and October 9, 2006 Mediator’s Recommendations issued by PERC Arbitrator Thomas D. Hartigan. Placement on the Schedule A. Salary & Wage Table for 2005 shall be accomplished as described in the Mediator’s Recommendation.

Step movement on the salary guide shall survive the expiration of the agreement. Effective on January 1, 2006, January 1, 2007 and July 1, 2008, employees not at the maximum salary for Sheriff’s Officer shall advance to the next step on the salary guide provided they have met all requirements for continued employment established by the County of Warren and the Sheriff.

It is specifically agreed by the parties that as a condition to and in consideration for this agreement for step movement the PBA, Sheriff and County of Warren shall stipulate to the cost of such step movement now and in the year 2009 and in any subsequent mediation, binding arbitration or interest arbitration proceeding. It is further agreed that the parties shall also so stipulate that the cost of such step movement must be considered by any such mediator or interest arbitrator as part of the overall compensation of these employees pursuant to NJSA 34:13A-16g(3) and must also be given due weight by the interest arbitrator as part of the financial impact on the governing unit, its residents and taxpayers now, in 2009 and in any subsequent year thereafter in accordance with NJSA 34:13A-16(g)6.

Employees in the Sheriff’s employ when this agreement is executed are entitled to full salary retroactivity. Employees no longer in the Sheriff’s employ when this agreement was executed because of regular or disability retirement shall receive retroactive payments to their effective retirement date. Employees who are either terminated or voluntarily leave

employment other than for retirement prior to execution of this agreement shall not receive retroactive payments.

Section 2. The status quo shall be maintained with respect to the employee's salary placement upon demotion. Upon demotion, the employee shall receive the salary he would have received had he occupied the demoted position continuously from the date he commenced occupying the position from which he was demoted. In other words, the employee's salary history is reconstructed using as a starting point, the date the employee commenced occupying the position from which he was demoted, and all salary adjustments and increments are reconstructed as if the employee had occupied the demoted position continuously since that starting point.

Section 3. The parties agree that N.J.S.A. 40A:14-178 applies to circumstances where unit members resign and are appointed by another law enforcement employer, and accordingly the provisions of the cited statute are incorporated by reference as if set forth herein verbatim. The parties further agree that any unit member who resigns and is appointed elsewhere under circumstances requiring reimbursement to the Sheriff under said statute, shall be personally liable for such reimbursement to the extent the hiring jurisdiction refuses to reimburse the Sheriff.

Section 4. In the event that the Sheriff establishes a 3:30 p.m. to 12 midnight shift pursuant to Article XIII, employees assigned to said shift shall be paid a shift differential of 35 cents per hour (50 cents per hour for Sheriff's Officer Sergeants or Sheriff's Officer Lieutenants).

Section 5. Employees will be paid for work performed out of rank if they perform the duties of a higher rank for a consecutive period of at least twenty-one (21) working days or thirty (30) calendar days.

Section 6. All officers hired on or after January 1, 2005 shall move to Step 1 on the Salary Guide upon graduation from the academy or after one (1) year of employment, whichever is sooner.

#### **ARTICLE XXVIII – LONGEVITY**

All full-time permanent employees shall be eligible to receive annual longevity pay for commendable service in the amount of \$400.00 upon the completion of five (5) years of continuous service and thereafter, to be increased to \$1,000 upon the completion of ten (10) years of continuous service and thereafter. Years of completed service shall be computed from December 26 of any given year to December 25 of the following year.

#### **ARTICLE XXIX – RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

Section 1. The Sheriff agrees to cooperate with the Association in attempting to obtain from the County all public information concerning the financial resources of the County, and such information which may be necessary for the Association to process any grievance or complaint, as may be required by law or governing PERC decision.

Section 2. Association representatives not to exceed three (3) in number, who participate in mutually scheduled collective negotiations or monthly meetings with the Sheriff during their scheduled hours of work, shall suffer no loss in their regular pay for the time they are so engaged, provided that such meetings shall be scheduled at times approved by the Sheriff so as not to interfere with normal operations.

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

Section 4. Representatives of the Association shall be permitted to transact official Association business on the premises at all reasonable times, provided that this shall not

interfere with or interrupt normal operations. To ensure the latter, the Sheriff's approval shall be a prerequisite to the transaction of Association business during normal working hours.

Section 5. The Sheriff agrees to cooperate with the Association in attempting to obtain permission to use County buildings at reasonable hours when authorized and appropriately scheduled by the proper authority. The Association agrees to indemnify and hold the Sheriff and the County harmless for the use of the premises and to reimburse the County for any and all damages to County property caused by the Association activities.

Section 6. The Sheriff agrees to cooperate with the Association in attempting to obtain permission to have reasonable use of designated facilities and equipment when not otherwise in use, when authorized and appropriately scheduled by the proper authority. The Association agrees to indemnify and hold the Sheriff and the County harmless for the use of premises and to reimburse the County for any and all damages to the County property caused by the Association activities.

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

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

Section 9. One (1) Association delegate desiring to attend a State or National convention or meeting of the Association, shall provide the Sheriff with a written notice, signed by an Association official, specifying the exact dates and times. This notice shall be provided at least two (2) weeks before the scheduled convention meeting or sooner if



possible. The delegate shall lose no pay while attending this convention or meeting. Other convention leave with pay shall be in accordance with DOP Regulations (N.J.A.C. 4A:6-1.13).

**ARTICLE XXX – FULLY BARGAINED PROVISION**

The agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.



## **SCHEDULE A SALARY & WAGE TABLE**

<b>STEP</b>	<b>1-1-05</b>	<b>7-1-05</b>	<b>1-1-06</b>	<b>1-1-07</b>	<b>1-1-08</b>	<b>7-1-08</b>
<b>RECRUIT</b>	<b>31,000</b>		<b>32,500</b>	<b>34,000</b>		<b>35,000</b>
<b>1</b>	<b>35,395</b>		<b>36,025</b>	<b>37,781</b>		<b>38,963</b>
<b>2</b>	<b>38,510</b>		<b>39,550</b>	<b>41,562</b>		<b>42,926</b>
<b>3</b>	<b>41,625</b>		<b>43,075</b>	<b>45,343</b>		<b>46,889</b>
<b>4</b>	<b>44,740</b>		<b>46,600</b>	<b>49,124</b>		<b>50,852</b>
<b>5</b>	<b>47,855</b>		<b>50,125</b>	<b>52,905</b>		<b>54,815</b>
<b>6</b>	<b>50,970</b>		<b>53,650</b>	<b>56,686</b>		<b>58,778</b>
<b>7</b>	<b>54,082</b>	<b>56,177</b>	<b>58,284</b>	<b>60,470</b>	<b>62,738</b>	<b>62,738</b>
<b>SERGEANT</b>	<b>62,307</b>	<b>64,810</b>	<b>67,240</b>	<b>69,762</b>	<b>72,378</b>	
<b>LIEUTENANT</b>			<b>72,956</b>	<b>75,692</b>	<b>78,530</b>	