

AGREEMENT

by and between

COUNTY OF SUSSEX – OFFICE OF THE SHERIFF

and

**POLICE BENEVOLENT ASSOCIATION LOCAL 378
(CORRECTIONS UNIT)**

January 1, 2014 – December 31, 2016

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* Also see Attachment 1 – SALARY GUIDE

ARTICLE 1: PREAMBLE

This Agreement is made this 3rd day of January, 2014, by and between the Employer, the Sheriff of the County of Sussex, and the Board of Chosen Freeholders (hereinafter referred to as "Employer"), and Police Benevolent Association Local 378 (hereinafter referred to as "Association"), on behalf of all Sussex County Corrections Officers, Sergeants, Lieutenants, and Captains whom it represents, in accordance with Chapter 303, Public Laws of the State of New Jersey of 1968.

ARTICLE 2: SENIORITYSection 1

For purposes of scheduling benefit leave time (i.e., vacation, holiday, and personal) within each unit (administrative positions, programs, 7a-3p shift, 3p-11p shift, 11p-7a shift, etc.), seniority is defined as the time since the employee's date of hire as a Corrections Officer. For purposes of scheduling leave time, Lieutenants shall be exempt from the above clause and shall not compete with anyone in regards to seniority.

Section 2

For all other purposes, including shift transfers, assignments to regular days off (RDO), and special programs, seniority is defined as time in grade (date of appointment in current title) in the County's Correctional Facility. An employee who is leaving a unit and returning to a "building post" shall be assigned to a shift and RDO's by seniority as defined in this agreement.

Section 3

Seniority will be one of several criteria used by management when making personnel assignments. Other criteria to be used include employee preferences, possession of necessary or desired skills, expertise, gender (where a bona fide occupational qualification) specialized training, experience, proven capability, attendance, and need for cross-training, among others. Where all other qualifications are equal, seniority shall be determinative. Prior to making personnel assignment to a unit, the availability of the position shall be put out on a signature sheet which shows the assignment title (excluding exigent circumstances). Under exigent circumstances, a position in a unit may be filled temporarily by Management Prerogative. If the position becomes full time, a sign-up sheet shall be circulated to fill that position. The assignment to a program or administrative position shall be done in accordance with Article 2 Section 3 and Article 8 of this agreement.

Section 4

The Sheriff shall have the discretion to transfer new employees without reference or reliance upon seniority until they have completed the probationary period which shall be until the completion of the Correction Officers Training Academy, or one year after an officer's date of hire, whichever event occurs later.

If probationary employees are transferred from shift to shift, any vacation time selected prior to the transfer consisting of blocks of five (5) or more days shall be honored, regardless of whether overtime is created.

In the event that an employee is to become employed subject to an intergovernmental transfer, that employee will serve a probationary period of one year.

Section 5

For those employees who are not probationary, management will endeavor to schedule shift transfers with at least fourteen (14) days' notice. All employees who are transferred shall be granted a minimum of an eight-hour turnaround between shifts, unless otherwise mutually agreed upon. The discretion granted in this section shall not be used to circumvent seniority rights of permanent employees.

Section 6

Regular Days Off (RDO's) - No Officer or Supervisor, regardless status, shall be assigned split RDO's. All RDOs shall be consecutive, unless mutually agreed upon by the Employer and the employee. RDO's shall be assigned exclusively by seniority. RDO assignments shall not be subject to bumping. RDO's within special programs (i.e., SLAP, SWAP, Classifications, and Training) will be assigned by seniority of the Officers within the program in accordance with Article 2, Section 2 of the Agreement.

Section 7

For the purpose of scheduling benefit leave time; employees may submit request for benefit leave time, after reviewing the scheduling book, from December 1st through December 31st of the preceding year for the upcoming year. All requests submitted during this period shall be considered as having been submitted on December 31st.

ARTICLE 3: SCOPE OF AGREEMENT

The Employer recognizes the Association as the sole and exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, and other conditions of employment of the employees in said negotiating unit.

ARTICLE 4: RECOGNITION AND NEGOTIATING UNIT

The negotiating unit shall consist of all Corrections Officers employed by the County Government of Sussex County, including County Corrections Officers, Sergeants, Lieutenants, and Captains but excluding all other employees employed by the County of Sussex.

ARTICLE 5: 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.

ARTICLE 6: VISITATION OF PREMISES

Authorized representatives of the Association shall have the right to enter upon the premises of the County during working hours after notice to the Employer and approval for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with the work being performed or with proper service to the public. No reasonable request shall be denied.

ARTICLE 7: HOURS OF WORK

The normal work week for full-time employees shall consist of forty (40) hours. The normal hours of work for employees shall be in accordance with a posted schedule, which schedule may be modified subject to the provisions of N.J.S.A. 34:13A-16 et seq.

ARTICLE 8: MANAGEMENT

It is mutually understood and agreed that the Employer retains the prerogatives of management, including but not limited to the rights of hiring, suspending, disciplining, or discharging for proper cause, promoting, transferring, and scheduling employees; to determine the standards of service to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection of employment; to maintain the efficiency of its operations are to be conducted; to introduce new or different methods of operating; to contract or subcontract for work or services; and to determine the content of job classifications, subject to State Department of Personnel Regulations and any other applicable law or provisions of this Agreement.

The Employer has the right, subject to N.J.S.A. 34:13A-5.3, to promulgate and enforce rules and regulations for the proper and efficient operation of the County. Such rules and regulations shall be duly and conspicuously promulgated, and shall be observed.

ARTICLE 9: DUES CHECKOFF AND AGENCY SHOPSection 1

The Employer agrees to deduct from the earnings of each employee who has properly authorized such deductions in writing Association dues on the first payroll of each quarter of the calendar year, and further agrees to forward said deductions to the Association within fifteen (15) days thereafter. A list of all employees for whom a deduction has been made, showing the amount deducted, shall accompany the remittance.

Section 2

Any non-member employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit, shall, as a condition of employment, pay a representation fee to the Association. Full-time employees shall pay the representation fee by automatic payroll deduction. Part-time employees shall pay a representation fee, and such fee shall be collected by payroll deduction, if possible; if not, by the Association. The representation fee shall be in an amount equal to Eighty-five (85%) percent of the regular Association membership dues, fees, and assessments as certified to the employee by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees, and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and provided that the requirements of N.J.S.A. 34:13A-5.5 et seq. are satisfied (including the establishment of a Demand and Return System).

The Association shall indemnify and save harmless the County and the Sheriff, their employees, agents, or assigns against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the County, Sheriff, their employees, agents, or assigns for the purpose of complying with any of the provisions of this agency shop clause. Such indemnification shall include any losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the employer or his/her representatives under the terms of this Article.

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

ARTICLE 10: PAY PERIODSSection 1

Beginning 1 January 2004, all employees shall be paid on a semi-monthly basis. There shall be two payroll periods in each month. The first semi-monthly pay period will be defined as the first (1st) of the month through the fifteenth (15th) of the month. The second semi-monthly pay period will be the sixteenth (16th) of the month through the last day of the month. Paydays shall be the third (3rd) of every month for the first semi-monthly pay period and the eighteenth (18th) of every month for the second semi-monthly pay period. All payroll payments will be made via electronic direct deposit to account(s) specified by the employee.

Section 2

In every year, annual salaries are divided by 2088 to determine the hourly rate. Likewise, annual salaries are divided by 261 workdays to determine the daily rate of pay.

Section 3:

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

Section 4:

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

ARTICLE 11: OVERTIMESection 1

To be eligible for overtime pay described herein, an employee shall work in excess of eight (8) hours per day or forty (40) hours in a work week and provided the employee was not absent, without pay, within 72 hours immediately after the scheduled overtime. Hours worked that do not meet this criteria shall be paid at straight time.

Employees using sick leave affecting their next scheduled shift after scheduled overtime hours shall provide an original certificate from a certified medical office that excuses the employee from work. Failure to provide the certificate shall result in disciplinary action.

All overtime and/or extra hours must be authorized by the Employer and/or designee and specifically scheduled by the department head. The Employer reserves the right to determine the amount, or need for, overtime for budget purposes.

Section 2

An employee who works in excess of eight (8) hours per day or forty (40) hours in a work week shall be paid at the rate of time and one-half for all hours he/she works in excess of eight (8) hours per day or forty (40) hours in a work week, provided the employee meets the criteria listed in Section 1. There shall be no pyramiding of overtime.

Section 3

An employee "called out" on an emergency basis shall be paid time and one-half for all hours actually worked. An employee "called out" on an emergency basis shall be guaranteed a minimum of four (4) hours straight time, which includes actual hours worked and paid at the overtime rate. To be eligible for "call out" pay, an employee must meet the criteria listed in Section 1. In the event an officer is called out on multiple occasions during a single (4) four-hour period, then such call outs shall be considered a single call out and the employee will be paid for the actual hours worked, but no less than four (4) hours.

Section 4

An employee required to remain after the end of his/her shift to complete the booking of an inmate or other valid reason shall be paid One (1) Hour's overtime wage after a minimum of fifteen (15) minutes is worked (i.e., 15 Minutes = 1 Hour; 30 Minutes = 1 Hour; 1 Hour and 15 Minutes = 2 Hours; 1 Hour and 30 Minutes = 2 Hours), and provided the criteria described in Section 1 are met.

Section 5

Employees who are scheduled to work on a holiday shall receive another day off in lieu of the holiday. However, if an employee is scheduled to work on the day off that was in lieu of the holiday, he/she shall receive holiday premium pay. Holiday premium pay is defined as: regular day's pay plus time and one-half for all hours worked on such holidays other than Thanksgiving Day, Christmas Day, or New Year's Day. Employees called to work on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid their regular day's pay plus double time for all hours worked on such holidays.

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Section 6

Part-time employees will receive overtime pay only for those hours they work in excess of the normal work week of forty (40) hours.

Section 7 - Shift Overlap:

- a) All Corrections Officers who are required to report for duty fifteen (15) minutes prior to the shift shall be paid a lump sum of \$500.00 in compliance with the requirements of the Fair Labor Standards Act for that time worked in excess of forty (40) hours in one week. Said stipend is payable the last pay period in November of each year.
- b) Those employees holding the rank of Sergeant and/or Lieutenant shall receive payment as is currently provided. [Sergeants shall receive one (1) hour's pay at time-and one-half (1- ½) for each week worked. An additional two (2) hours at time-and one-half (1-½) shall be issued in the second payrolls of June and December.]
- c) Lieutenants designated as shift commanders be paid on the same basis as Sergeants for shift overlap to attend roll call..

Section 8

The Employer will attempt to provide as much notice as possible to any employee required to work mandatory overtime. It shall be the Employer's objective to provide notice of not less than one (1) hour, except due to call-outs in the last hour of the shift.

Employees shall not be subject to mandatory overtime on a shift immediately prior to or during scheduled benefit leave time or on their regular days off; except for exigent and immediate public safety concerns.

Section 9: Compensatory Time

The Employer may offer and, if offered, employees may elect to earn compensatory time in lieu of paid overtime. Compensatory time shall be computed in the same manner as overtime is computed. Employees are limited to have accumulated no more than eighty-eight (88) hours of compensatory time after having calculated the time at the premium rate. An employee may, with the Sheriff's approval, sell back his/her compensatory time at the end of a calendar year.

Section 10: Snow Days

In the event the Board of Chosen Freeholders, acting through the County Administrator, declares a snow day, early closing, or late opening, all correctional staff that reports for duty on such declared snow day shall, regardless of shift assignment, be compensated with a day off or the appropriate amount of compensatory time for the delayed opening or early closing.

ARTICLE 12: MEDICAL BENEFITS

Section 1

To be eligible for enrollment in the health and medical plans listed below, an employee must work at least 35 hours per week for two consecutive months prior to enrollment. All rights benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance. All members shall be required to contribute a portion of the health insurance premium paid by the County for medical health insurance pursuant to the applicable provision of c.78, P.L. 2011 (N.J.S.A. 40A:10-21.1) or as otherwise required by law.

Section 2:

For eligible employees, the Employer agrees to continue to provide health and medical benefits currently available through the New Jersey State Health Benefits. In the event the County changes health insurance providers, then the County shall implement a plan which is deemed to be equal to or better than New Jersey State health Benefits Direct 10 Plan. If implementation of a plan equal to or better than Direct 10 would cause the County to suffer a penalty under State or Federal law, then the parties agree to negotiate at that time regarding health insurance benefits.

The program includes coverage for the employee and eligible immediate family members, and the premiums shall be fully paid by the County except as specified by law. Enrollment shall begin after two months of employment or eligibility.

Section 3

For eligible employees, the Employer agrees to continue to provide prescription drug benefits currently available through Prescription Corporation of America (PCA) or a program equal to or better than PCA with the following changes effective upon execution of this Agreement. The County may change from its current plan to the State Health Benefits Prescription Plan (SHBP Rx) for active employees without incurring liability under this Section as the PBA agrees that the SHBP Rx shall be deemed for purposes of this Contract to be equal to or better than the prescription coverage provided through PCA. If such a change is made, the SHBP Rx shall be the base plan for future changes and potential liability under this section.

- Prescription Drugs (30 day supply) – Employee co-payment for generic drugs shall remain the same at One (\$1.00) Dollar. Employee co-payment for brand name drugs shall be Ten (\$10.00) Dollars. An employee co-payment for non-brand prescriptions drugs shall be at Twenty-five (\$25.00) Dollars per prescription.
- Mail Order Prescription Drugs (90 day supply) – Employee co-payment for generic drugs shall be Two (\$2.00) Dollars. Employee co-payment for brand name drugs shall be Twenty (\$20.00) Dollars. Employee co-payment for non-brand prescription drugs shall be established at Fifty (\$50.00) Dollars per prescription.
- Employees shall be required to use mail order prescription services for all maintenance prescription drugs prescribed for a period of one hundred eighty days (180) or greater.

Employees will be allowed three (3) refills of their maintenance prescription drugs at retail. Upon the fourth refill of the maintenance prescription drug at retail, the employee shall be responsible for full payment of the cost of said maintenance prescription drug, unless the prescription is unavailable through mail order. The Employer shall provide an on-duty education system to introduce and educate employees in the mail order prescription program.

The program includes coverage for the employee and eligible immediate family members. All members shall be required to contribute a portion of the health insurance premium paid by the County for medical health insurance pursuant to the applicable provision of c.78, P.L. 2011 (N.J.S.A. 40A:10-21.1) or as otherwise required by law. Enrollment shall begin after two months of employment or eligibility.

Section 4

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

Section 5

The County agrees to continue to pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors¹) for the health and medical plans described above provided such persons retire from County service after twenty-five (25) years or more of service credit to a New Jersey State Pension System and with the last ten (10) years of service immediately prior to retirement with the County of Sussex, or receive a disability retirement from the New Jersey State Pension System. All rights, benefits, eligibility requirements, etc., shall be governed by the regulations of the State Health Benefits Program known as Chapter 88.

Section 6

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

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

Section 7

Effective January 1, 2004, the County agrees to reimburse employees or their dependent up to Thirty-five (\$35.00) Dollars for regular prescription corrective lenses, or up to Forty-five (\$45.00) Dollars for bifocal or more complex prescription corrective lenses. Employees or their dependents are eligible for a total of no more than one reimbursement for each year. Receipts, indicating the amount paid by health insurance, if any, shall be submitted to the County to be eligible for reimbursement, but the amount paid by health insurance and the reimbursement shall not exceed 100% of the cost. Eligibility for the program shall begin after two months of employment for new employees and shall cease when the employee is no longer actively employed, which includes, but is not limited to, leaves of absence, suspensions without pay, retirement/resignation, etc.

ARTICLE 13: HOLIDAYS

Section 1

The fourteen (14) legal holidays presently observed shall continue to be observed under this Agreement:

- | | |
|---------------------------------|-------------------------------|
| New Year's Day, January 1 | Martin Luther King's Birthday |
| Lincoln's Birthday, February 12 | Washington's Birthday |
| Good Friday | Memorial Day |
| Labor Day | General Election Day |
| Independence Day, July 4 | Thanksgiving Day |
| Columbus Day | Day after Thanksgiving |
| Veteran's Day | Christmas Day, December 25 |

Also to be observed are any other holidays declared by the legally constituted authorities of the County, State, or Nation.

Section 2

Employees may be scheduled for another day off in lieu of the holiday. A day's holiday pay shall be equal to the employee's pay for his/her regular scheduled workday. In the event the employee is a part time employee, holiday pay shall be prorated accordingly.

To be eligible for holiday pay, or the compensatory day in lieu of holiday pay, an employee must work the last scheduled workday immediately preceding the holiday or compensatory day in lieu thereof, and the next scheduled work day immediately after the holiday or compensatory day in lieu thereof.

Section 3

If an employee has used seven (7) holidays by June 30th and used five (5) holidays between July 1st and December 31st, he/she may be paid for the remaining two (2) unused holidays in the second paycheck of December of each year. Employees who are denied the use of requested holiday time off due to staffing shall be deemed to have met the requirements stated herein, provided the requested holiday time off was requested timely, i.e., in advance according to the same criteria used for vacation time.

If the employee has not used seven (7) holidays by June 30th, the Employer shall remaining compensatory holiday time off as the work schedule permits for the remainder of the calendar year (July 1 through December 31). Said employee who has not used the initial seven (7) holidays by June 30th shall be ineligible for payment of the maximum of two (2) holidays at the end of the year. These two paid holidays shall be for Thanksgiving Day and Christmas Day.

Section 4

With the permission of the Sheriff, and only in cases where departmental scheduling of an employee has prevented his/her ability to use said holiday time, an employee may carry not more than four (4) days of holiday leave forward for ninety (90) calendar days into the subsequent year. In the event that management has declined reasonable scheduling requests, preventing the employee from taking the holiday leave time during this ninety (90) day period, the Sheriff may either grant an additional extension of time which he deems reasonable to use this leave or pay the employee for this unused holiday leave.

Section 5

Employees who work on a holiday, other than Thanksgiving, Christmas Day or New Year's day, shall receive holiday premium pay of time and one-half for all hours worked on such holiday. Employees who work on Thanksgiving, Christmas Day or New Year's day shall receive holiday premium pay of double time for all hours worked on such holiday. Employees who work on a day off in lieu of a holiday, shall receive their regular pay and the holiday premium pay for the original holiday.

ARTICLE 14: VACATIONS

Section 1

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

First Year: One (1) day per month to the end of the calendar year; then, upon completion of:

1 through 5 years	-	12 days per year
6 through 7 years	-	13 days per year
8 through 15 years	-	15 days per year
16 through 20 years	-	20 days per year
21 through 26 years	-	23 days per year
27 years or more	-	25 days per year

Section 2

Anniversary Date: When an employee whose anniversary date falls between January 1 and June 30 becomes eligible to receive increased vacation in accordance with the aforementioned schedule, he/she shall receive one-half of the increased allotment for said year and receive the full allotment January 1 of the following calendar year. In the event an employee's anniversary date falls between July 1 and December 31, he/she shall receive the increased allotment January 1 of the forthcoming year.

Section 3

Employees on the payroll as of January 1 of any calendar year shall, on that January 1, be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided however, that if the employee works less than twelve (12) months in the calendar year, he/she is entitled to a prorata share of such vacation entitlement. An employee who has used more vacation time than he/she is entitled to at the time of his/her severance shall have an amount equal to his/her daily rate at time of severance deducted from his/her final pay for each day of vacation the employee has used in excess of the number of days to which he/she is entitled.

Section 4

Vacation leave request of five (5) or more consecutive days shall take precedence over any request of less than five (5) days and shall be determined based on the employee's time of employment with the Sheriff, and thereafter, rank and time in grade.

Section 5

Employees shall submit requests for vacation time for five (5) consecutive workdays or more to the Employer or designee in writing no later than four (4) weeks before his/her requested vacation. The Employer or designee shall answer the request in writing within five (5) workdays. The requested vacation shall be scheduled, where practicable, on the basis of seniority. Vacations of less than five (5) consecutive workdays should be requested in writing four (4) workdays, where possible, before the requested vacation leave. The department head should answer the request in writing no later than two (2) workdays before the requested vacation leave.

Section 6

The Employer or designee shall attempt to schedule work insofar as possible, to preclude changes in vacation scheduling.

Section 7

Any employee whose service with the Employer terminated shall have unused vacation time paid to him/her or his/her legal representative in the event of his/her death.

Section 8

No vacation days shall be taken for less than one-half day and providing it is mutually agreed by the employee and the Employer or designee.

Section 9

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Employer or designee unless the Employer determines that it cannot be taken because of pressure of work. A maximum of one year's allotment of vacation leave may be carried into the New Year.

ARTICLE 15: SICK LEAVE

Section 1

All full-time employees shall be granted sick leave based upon the following from date of last hire: 1.25 days per month in the first year of service; then 15 days per calendar year.

Section 2

All unused sick leave may be accumulated from year to year.

Section 3

Employees absent from work on sick leave for more than three (3) consecutive days, and at the direction of the Employer, shall submit themselves to a physical examination by a physician selected by the County at the County's expense, who shall make a report to the Employer as to said employee's ability to return to work. If the physician should determine that the employee could return to work but is not qualified to perform his/her regular duties, then the Employer shall determine if the employee may return to work and to what duties. If the physician determines that the employee may return to work, the employee shall be paid and shall not be charged sick leave for the aforementioned exam. If, however, the physician determines that the employee is not able to return to work, the employee shall be charged sick leave until such time as the physician has determined that the employee may return to work.

Section 4

An employee whose employment with the Employer is terminated shall be paid for accumulated unused sick leave based upon the following schedule:

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

Section 5

Each full-time bargaining unit employee who does not use any sick leave for one (1) full calendar year shall receive one (1) personal day off, with pay, the following year, exclusive of the personal days provided in Article 16, Section 1.

Section 6

The parties agree to adhere to Civil Service Rule N.J.A.C 4A:6-1.1 et seq.

Section 7

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

Section 8

Employees who use five (5) days or less of sick leave per year are permitted, at their option, to sell back up to five (5) unused sick days, in full day increments to the County. An employee whose bank of sick days is equal to forty (40) or more days on January 1st, and who uses zero (0) days of sick leave in the prior year, may, at their option, to sell back up to an additional five (5) days of sick leave for a total of ten (10) days. Employees must submit their request on or before March 1st to receive payment in March.

Section 9

Medical evidence (doctor's note) shall be required for:

- 1) Absences of five (5) or more consecutive working days;
- 2) Absences for periods totaling ten (10) work days in one (1) calendar year consisting of periods of less than five consecutive days;
- 3) Other absences in accordance with Sussex County Employees' Handbook. The requirement of medical evidence (doctor's note) shall not exceed the period defined as the close of the calendar year succeeding the year in which the triggering event occurred.

ARTICLE 16: PERSONAL LEAVE, BEREAVEMENT LEAVE, AND JURY DUTYSection 1: Personal Leave

All full-time employees shall receive three (3) days per year for personal business, non-cumulative, unless prevented from doing so by the department head or the Employer due to the exigency of work; in which case, they are to be carried over into the next calendar year. No Personal Days shall be taken for less than a quarter (1/4) day.

Section 2: Bereavement Leave

All full-time employees shall receive the following: (A) For the death of a spouse and child up to five (5) working days of bereavement leave. The employee shall be allowed five (5) working days per incident. (B) For the death of a step-child, son-in-law, daughter-in-law, parent, stepparent, father-in-law, mother-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, grandparents and grandchildren up to three (3) working days of bereavement leave. The employee shall be allowed three (3) working days per incident. (C) For the death of aunts and uncles up to one (1) working day of bereavement leave. The employee shall be allowed (1) one working day per incident. The parties will confirm by letter that a spouse's grandparent is included in the definition of a grandparent.

Section 3: Jury Duty

Should an employee be obligated to serve as a juror, he/she shall not lose any pay for time spent on jury duty.

ARTICLE 17: LEAVES OF ABSENCESection 1

The types of Leave of Absence, without pay, are (a) those described by the State and Federal Family and Medical Leave Act in accordance with N.J.A.C. 4A:6-1.21A and N.J.A.C. 4A:6-1.21B; or (b) unpaid personal leave of absence which may include, but is not limited to, leaves for personal, business or educational reasons. Leaves of Absence under Part (b) must be taken for a minimum of one (1) month. Leaves of Absence under Part (a) may be taken for less than one (1) month, only when sought for a serious health condition and when an appropriate physician's certification is supplied to the division director.

Section 2

To be eligible for a leave of absence, the employee shall be employed by the County at least twelve (12) months for not less than 1,250 base hours prior to the requested leave. The Appointing Authority, with the approval of the Board of Chosen Freeholders, may grant the

privilege of a leave of absence, without pay, to an employee for a period not less than one (1) month and not to exceed one year. This may be renewed for an additional period only by formal action of the Appointing Authority with a Resolution of the Board of Chosen Freeholders. The employee remains responsible for providing advance written request (at least two weeks in advance), acceptable medical evidence indicating the employee will be unable to work (except personal leaves), and completing all necessary NJDOP and County forms to effectuate the Leave of Absence timely. Failure to meet the above requirements shall result in forfeiture of the privilege of a Leave of Absence, and the employee will be processed for termination of employment.

Section 3

Employees who fail to attend work as required (absent) and do not have leave time to charge for said nonattendance shall be 'docked' for the lost time. When an employee has been 'docked' for failure to attend work, said employee may also be subject to discipline depending upon the cause of the absence.

Section 4: Maternity Leaves of Absence

An employee shall notify the Sheriff and Administrator, Administration and Finance of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave of absence, without pay, as aforementioned. An employee may request a maternity leave of absence provided she meets the requirements listed in Section 2. A Maternity Leave of Absence shall be for a period of not more than one year (two consecutive six-month periods, which includes twelve (12) weeks of medical leave of absence and nine (9) months of child care leave of absence). The employee may elect to return at an earlier date, provided the employee shall be deemed medically fit to resume the duties and responsibilities of her position.

Section 5: Military and Other Leaves of Absence

Military and all other leaves of absence shall be granted in accordance with N.J.A.C. 4A:6-1.11 "Leaves of Absence." When an employee who has been drafted or recalled into the armed forces returns to his/her position, the employee shall receive all salary increments or adjustments in accordance with this Agreement.

Section 6

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

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

Section 7

An employee on any type of unpaid leave of absence shall be responsible for the employee's share of pension and contributory insurance. Such premiums shall be deducted from the employee's paycheck upon certification from the Division of Pensions. Employees wishing to purchase service credit during a leave of absence are required by New Jersey Division of Pensions and Benefits to complete the appropriate form to initiate same.

Section 8

Employees on any type of leave of absence, without pay, shall not accumulate or be eligible for vacations, sick leave, personal leave, or holidays.

ARTICLE 18: WORKERS' COMPENSATION

Section 1

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

Section 2

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

Section 3

In the event the employee's physician contends that the employee is entitled to a period of Workers' Compensation beyond the initial period selected by the physician or a physician employed by the County or its insurance carrier, or if there is a dispute as to the casual connection, then, in that event the burden shall be on the employee to establish such additional

period of Workers' Compensation by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability, and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing Court, shall be binding upon both parties. If the employee does not have accrued benefit leave time, the employee shall be permitted to go out on leave without pay until a determination by the Workers' Compensation Court is rendered. During said period of dispute, the employee may utilize his/her accrued benefit leave time.

During the period of dispute, the employee may request a non-paid medical leave of absence or use earned benefit leave time. Should the employee choose to use earned benefit leave time, and the dispute is resolved in the employee's favor, the employee shall immediately sign over that portion of the settlement to the County, and such benefit leave time shall be reinstated to the employee's balances. However, if he/she does not sign over that portion of the settlement, he/she shall not be entitled to have his/her benefit leave time reinstated.

Section 4

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

Section 5

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

Section 6

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

Section 7

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

ARTICLE 19: GRIEVANCE PROCEDURE

Section 1: General

- a. Notice: All correspondence regarding grievances between the parties shall include copies to the Sheriff (for management) and to the PBA Local President (for Union).
- b. Definition: A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an employee as to any action or non-action taken towards him/her which allegedly violates any right relating to wages, hours, minor discipline above the level of a written reprimand and working conditions arising out of his/her employment.
- c. Any employee wishing to process his/her own grievance through Step 4 of the grievance procedure may do so, provided an Association representative is permitted to be present and any settlement shall be consistent with the terms of this Agreement. Only the Employer or the Association shall have the right to proceed to arbitration under Section 3.
- d. In order to encourage expeditious disposition of grievances, the Association may initiate grievances at the second or third step when it is clear that the immediate supervisor had no role to play in the circumstances giving rise to the grievance.

Section 2: Steps

Step 1: The aggrieved employee and the Association representative shall present the employee's grievance in writing to the employee's immediate supervisor within ten (10) working days of the occurrence or ten (10) working days after the employee becomes aware or should have become aware. The supervisor shall attempt to adjust the matter and shall respond in writing to the aggrieved employee and the Association representative within three (3) working days.

Step 2: Should the grievant disagree with the decision of the immediate supervisor, the grievant may, within five (5) working days after the response of the immediate supervisor is due, submit to the Undersheriff and/or designee 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 immediate supervisor's decision is incorrect and shall specify the provisions of this Agreement alleged to be violated. The Undersheriff and/or designee shall review the decision of the immediate supervisor, together with the statement submitted by the grievant and such other evidence as may be submitted, and shall respond to the grievant and the Association representative within five (5) working days.

Step 3: Should the grievant disagree with the decision of the Undersheriff and/or Designee the grievant may, within seven (7) working days after the response of the Undersheriff and/or Designee is due, present the grievance to the County Administrator or Designee. The County

Administrator or Designee shall respond in writing to the Association representative and the aggrieved employee within five (5) working days.

Step 4: Should the grievant or Association disagree with the decision of the County Administrator or Designee, the Association representatives or the aggrieved employee, may, within seven (7) working days after the response of the County Administrator or Designee is due, submit to the Sheriff or his designee the grievance and a statement in writing and signed as to the issue and/or issues in dispute. Such statement shall set forth the reason and/or reasons why the grievant contends that the County Administrator's or Designee's decision is incorrect, and shall specify the provision or provisions of this agreement alleged to have been violated. The Sheriff or his designee shall review the decision of the County Administrator or Designee, as well as the grievance, and any statements submitted by the Association representative and the aggrieved employee. The Association representative and the grievant may request to appear before the Sheriff or his designee. The Sheriff or his designee will render a decision, in writing, within ten (10) working days after receipt of the grievance or ten (10) working days after an appearance before the Sheriff if an appearance is requested.

Step 5: Should the grievance be unresolved after Step 4, if the aggrieved is a permanent employee, he/she shall pursue the remedies offered by the State Department of Personnel Act. If the employee does not submit the grievance to the State Department of Personnel, the matter may be processed as follows if arbitrable:

Section 3: Arbitration

Effective January 1, 2004, the following provisions shall govern all matters proceeding beyond Step 5. Should a matter arise between the date of the signed memorandum and January 1, 2004, then the terms of the preceding contract shall prevail. Any party wishing to move an arbitrable grievance to arbitration shall notify the Public Employment Relations Commission, within thirty (30) working days following either receipt of the Sheriff's response or when said response was due, that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and the Association. If the employer and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall appoint an arbitrator to hear the matter and render his/her award in writing. The award shall be final and binding. The arbitrator's fee shall be shared by the Employer and the Association.

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

Section 4:

- a. Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to extend the time period(s).
- b. Time limits may be extended by written mutual consent of the parties.

- c. Failure of the County (or management) to respond to a grievance within the time limit may be deemed a denial of the grievance, permitting the grievant or the Association to proceed to the next step. The County shall make every reasonable effort to respond to a grievance.
- d. Failure of the grievant or the Union to timely proceed to the next step following a response to a grievance by the County shall be deemed abandonment of the grievance and the decision of the County shall be deemed the final and binding resolution of the grievance.

ARTICLE 20: PART-TIME EMPLOYEES

Section 1

All part-time employees shall be paid wages based on the rates of pay for the appropriate classification as set forth in the approved salary ranges, prorata.

Such employees (except part time, on call) shall be credited with prorata sick, bereavement, personal leave, vacation, and holiday leave. Benefit leave for part-time employees shall be computed by dividing the minimum number of hours worked per week by the regular department hours. This fraction will then be multiplied by the number of benefit leave days concerned to obtain a total.

Section 2

Part-time employees shall not be eligible, nor shall they receive, longevity.

Section 3

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

Part-time competitive employees are required to become certified by the State Department of Personnel. Part-time employees are required to successfully complete the working test period of twelve (12) months, as described by N.J.A.C. 4A:4-5.2.

Upon permanent appointment, all part-time employees shall enroll in the appropriate pension system.

ARTICLE 21: PROMOTIONS

Section 1

Promotional positions shall be filled in accordance with the New Jersey State Department of Personnel Rules. Notice shall be posted at the earliest possible time that a promotional vacancy is to be filled.

Section 2

The following procedure shall be used to determine the salary increase upon promotion:

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

No employee shall receive a pay cut upon promotion.

Section 3

An employee serving provisionally under promotional procedures shall be paid for the provisional title effective the date of the 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 salary until eligible for appointment in the promotional title.

ARTICLE 22: BREAKS

Each employee shall be entitled to one, fifteen- (15) minute break for each half-day period of work (morning and afternoon, and equivalent periods for shift work). Established time for these breaks will be set by the Department Head and shall be strictly observed.

Unused break time shall not be credited or accumulated in any way by the employee. Break time will not be combined with lunch break.

Employees are not to leave the premises during break time. Employees working on the tiers shall be permitted to leave the tiers during their meal and break periods.

ARTICLE 23: TRAINING AND EMPLOYEE EXPENSES

Section 1

An officer attending basic training shall be permitted to use a county vehicle based on availability and logistics. If one is not available, the officer shall use a personal vehicle and will

be compensated for mileage at the rate set forth in Section 4. Under no circumstances may this officer receive overtime for travel or training hours.

Section 2

Officers attending optional/voluntary training shall be permitted use of a county vehicle based on availability and logistics. If one is not available, the officer shall use a personal vehicle. The officer will be compensated for mileage at the rate set forth in Section 4.

Section 3

Officers attending mandatory training shall be permitted use of a county vehicle based on availability and logistics. If one is not available, the officer shall use a personal vehicle and be compensated for mileage at the rate set forth in Section 4. Additionally, all travel time for training in this section will be calculated into work time. If the time on the clock exceeds nine (9) hours (eight hours of training and one hour of lunch), overtime shall be paid for those hours in excess of nine (9).

Section 4

Mileage shall be paid at the rate of \$.30 per mile (or the prevailing rate) for use of a personal vehicle for County business authorized by the Sheriff or designee. Odometer reading must be placed on travel vouchers for reimbursement.

Section 5

Officers may request to utilize their personal vehicle to attend any of the above training sessions. If allowed, the officers shall not be paid for travel time if it results in overtime, but shall be eligible for mileage as set forth in Section 4.

Section 6

For travel to multi-day training, the County may authorize overnight lodging, with prior approval, and provide reimbursement for lodging and meal expenses at current authorized rates. In such situations, the officer will not receive overtime. If an officer refuses the offer of lodging, the officer is not eligible for overtime compensation for said travel.

Section 7

When the County requires that employees use specialized equipment, such as rain gear and safety equipment, these shall be provided and maintained by the County at no expense to the employees, in accordance with present practice.

ARTICLE 24: DEFENSE FOR MEMBERS

Whenever a member of the Association is a defendant in any action or legal proceeding arising out of the performance of his/her duties, the County shall provide said member with necessary means for the defense of such action or proceeding instituted as a result of a complaint on behalf of the Sheriff. In any such disciplinary or criminal proceeding instituted by or on complaint of the Sheriff shall be dismissed or finally determined in favor of the member, he/she shall be reimbursed for he expense of his/her defense (N.J.S.A. 40A:14-155).

Should an employee covered by this Agreement be subpoenaed to appear in court in any action or legal proceeding arising out of or incidental to the performance of his/her duties, he/she shall be released from his/her duties as required by the subpoena and the courts, without loss of pay, if on a scheduled workday. If the employee is subpoenaed to appear outside of his/her regularly scheduled tour of duty, not including approved leave time such as a vacation or personal day off, he/she shall be paid time and one-half for the hours spent. If such occurs on approved leave time (e.g., personal day), payment for hours spent shall be at the straight time rate of pay. A written certification signed by the Department Head and the Judge involved is to be presented within five (5) days to the Administrator, Administration and Finance, before payroll action will be instituted.

ARTICLE 25: UNIFORM ALLOWANCE

The Employer shall provide the initial issue of uniforms to each employee upon hire as follows:

Section 1

New employees shall receive on date of hire the following: 2 shirts, 1 name plate, I.D., 2 flag emblems, department patches, 1 set of collar tabs, 2 pairs of pants, 1 tie, 1 jacket, 1 pair of shoes, 1 badge, 1 belt, and 1 hat with trim (if required issue).

Section 2

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

Thereafter the allowance shall be \$900 per year for 2010 and \$950 per year for 2011, \$1,000 for 2012 and after. Full time officers shall be issued 50% of the annual allowance biannually. This amount is to be paid with the first paychecks in the months of April and October of each year. Modifications and/or additions to the uniform mandated by the employer shall be permitted but with no cost to the employee. The employer shall also provide any and all required academy uniforms excluding personal items.

If an employee is out of work due to a leave of absence without pay, in excess of one continuous month, or workers compensation leave in excess of one continuous month or due to a

disciplinary suspension in excess of five (5) days, his/her annual uniform allowance shall be prorated accordingly.

Section 3

Part-time officers with a designated number of hours per week shall receive a prorata amount of the uniform allowance.

Section 4

Part-time, on-call officers shall either receive uniforms as needed from stock or receive prorata payment based upon the number of days they worked during the previous six (6) month period.

Section 5

Should a part-time officer's status be changed to full time, he/she shall be issued the uniform allowance as described above.

Section 6

Should a full-time officer's status be changed to part time, he/she shall be issued the uniform allowance as described above.

Section 7

Officers shall purchase uniforms in accordance with the Sheriff's specifications, heretofore signed by the parties and subject to change upon appropriate notice and discussion.

Section 8

All uniform items purchased shall be the property of the Employer and shall be returned to the Employer upon termination of employment. Should an officer fail to return the uniform, an amount equal to the value of the items shall be determined and deducted from that employee's final pay.

Section 9

New officers and part-time officers shall wear a standard black shoe while on duty.

Section 10

The officer shall, at all times, maintain the uniform in a proper, neat manner.

Section 11

All officers shall wear the proper insignias and patches, as per the uniform code.

Section 12

All officers shall be permitted to wear short sleeve shirts without a tie on a year-round basis.

Section 13

It is understood that officers shall, at all times, wear the uniform while on duty. An alteration or deviation from the uniform code shall result in disciplinary action.

Section 14

The employer agrees to replace any items damaged or destroyed in the line of duty as certified by the Employer or its designee. All other replacements shall be the responsibility of the officer.

ARTICLE 26: TUITION REIMBURSEMENT

Section 1

The Employer agrees to appropriate monies totaling Two Thousand (\$2,000.00) Dollars annually (non-accumulative under State regulations), to provide tuition reimbursement to employees who intend to take a course which is clearly job related. Payment for said tuition reimbursement shall be made in accordance with the following schedule:

- Upon attainment of a grade of "A" -100%
- Upon attainment of a grade of "B" - 50%
- Upon attainment of a grade of "C" - 25%

Section 2

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

This program will be administered by the Administrator, Department of Administration and Finance.

Section 3

An employee must be full time and permanent. The Employer will reimburse the costs of tuition and registration for all courses taken in accredited institutions approved by the Administrator, Department of Administration and Finance. An interested employee must submit a written request for approvals and authorization prior to registration for course work (TR-1). Tuition reimbursement forms are available through the Office of Employee Services. The request must be presented to the employee's department head for initial approval and the Administrator, Department of Administration and Finance for final approval and authorization. An employee

will be notified of the eligibility or reason for ineligibility of his/her application. Within four (4) weeks after completion of the course work, the employee must submit to the Administrator, Department of Administration and Finance, via his/her department head, the Certification of Successful Completion of Course Work (TR-2) for processing and reimbursement. This form, which must be submitted by the employee to the accredited institution for certification as evidence of successful completion and expenses, is available from the Office of Employee Services.

ARTICLE 27: NO STRIKES

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

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

informational picketing, which shall be in accordance with the Sheriff's Standards of Conduct, shall be subject to disciplinary action including, but not limited to, termination of employment. The Association also acknowledges that it may be held liable for any damages sustained as a result of any job action or other prohibited activity.

The employer agrees that there will be no lock-out of employees during the term of this Agreement.

ARTICLE 28: DISCRIMINATION

No employee shall be discharged or discriminated against because of age, race, creed, sex, color, national origin, ancestry, handicap, affectional or sexual orientation, or association affiliation. The Employer reserves the right to discipline or discharge any employee for just cause.

ARTICLE 29: ADHERENCE TO STATE DEPARTMENT OF PERSONNEL RULES

The Employer and the Association understand and agree that all rules promulgated by the New Jersey State Civil Service Commission or superseded by PERC rules concerning any matter, whatever not specifically covered in this Agreement, shall be binding upon both parties.

ARTICLE 30: ECONOMY LAYOFFS

The Employer agrees that employee layoffs for bona fide economy reasons shall be on the basis of seniority, in inverse order, beginning with temporary help, then provisional employees, and last, permanent employees, according to procedures specified in State Department of Personnel Rules. In no instance shall permanent employees be laid off and part-time employees retained. In all cases, the Employer shall provide proper written notice to employees to be laid off, forty-five (45) calendar days in advance, as required by State Department of Personnel Rules.

ARTICLE 31: RIGHTS AND PRIVILEGES OF THE ASSOCIATION

Section 1

The Employer agrees to make available to the Association information which is public and not privileged and confidential which may be necessary for the Association to process any grievance or complaint.

Section 2

Association representatives not to exceed five (5) in number, who participate in mutually scheduled collective negotiations or monthly meetings during their scheduled hours of work shall suffer no loss in their regular pay for the time they are so engaged.

Section 3

Association representatives shall not use Employer time for the investigation, writing, or presentation of grievances, except in emergency situations and with the written consent of their immediate supervisors. An Association representative attending any grievance meeting scheduled by the Employer, 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.

Section 5

With prior approval of the Sheriff and/or County Administrator, the Association may use County buildings at reasonable hours when authorized and appropriately scheduled by the proper authority. No reasonable request shall be denied. The Association may have reasonable use of designated facilities and equipment when not otherwise in use.

Section 6

The Association has the reasonable use of bulletin board and mail boxes. Should the representative of the Association, or the Association itself, cause any damage to any facility or equipment owned by the County, the Association hereby agrees to either repair such facility or equipment at its own cost or to reimburse the County for the reasonable cost to repair said facility or equipment.

Section 7 – Convention Leave

- a. An Association representative required to attend a state or national convention or meeting for the State Association shall provide the Department Head with a written notice from the State PBA, signed by the Association, specifying the exact time and date of said convention or meeting. This notice should be provided at least two (2) weeks before the scheduled state or national convention or meeting, sooner, if possible. The representative shall lose no pay while attending the aforesaid convention or meeting.
- b. State of New Jersey Policemen's Benevolent Association Collective Bargaining Seminar: The PBA President will notify the Employer at least two (2) weeks in advance of the start of this Convention of the officers, if any, the PBA would like to have attend. The Employer may grant or deny this request or modify the number of officers permitted to attend, based on the staffing needs of the Employer.
- c. State of New Jersey Policemen's Benevolent Association State Mini-Convention: The President and Delegate or their designees and one (1) alternate shall be permitted, with at least two (2) weeks' advance notice to the Employer, to attend this Seminar.
- d. State of New Jersey Policemen's Benevolent Association National Convention: The President and Delegate or their designees and one (1) alternate shall be permitted, with at least two (2) weeks' advance notice to the Employer, to attend this Convention.
- e. The Employer shall permit the PBA Delegate or his/her designee to attend the monthly State PBA Delegate's meeting, the monthly State PBA Committee Meetings to which he/she is assigned by the State PBA President, and the quarterly Tri-County meetings for a maximum of 28 meetings per year.
- f. Other convention leave with pay shall be in accordance with State Department of Personnel Regulation N.J.A.C. 4A:6-1.13.

ARTICLE 32: PERSONNEL FILES

Each employee shall have the right to inspect and review his/her own individual personnel file upon request to the Office of Employee Services or Department Head. The Employer agrees to permit this review and examination at a reasonable time. The employee shall have the right to define, explain, or object in writing to anything found in his/her personnel file. This writing shall become a part of the employee's personnel file. The official personnel file is located in the Office of Employee Services, and a secondary file may be kept by the Department. No original documents are to be removed from the personnel file. Copies *only* are to be made.

ARTICLE 33: LEGALITY

Any provisions of this Agreement found to be in violation of an existing or future local, state, or national legislation shall be subject to renegotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

ARTICLE 34: NEGOTIATION PROCEDURE

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

ARTICLE 35: LONGEVITY

Employees must be full time permanent in order to be eligible for longevity. Years of completed service shall be computed from December 16 of any given year to December 15 of the following year. Part-time employees shall not be entitled to nor shall they receive longevity benefits.

Longevity pay shall be paid in the employees' regular pay, on a semi-monthly basis and shall be considered as part of the base pay, with a new hourly rate.

For current employees as of the effective date of this Agreement, longevity shall be based from date of hire and upon completion of the year listed in the following schedule:

Years of Service	Percentage of Base Annual Salary
0 - 4	0.0%
5 - 9	1.5%
10 - 14	3.0%
15 - 19	4.5%
20 - 24	6.0%
25 or More	7.0%

All employees hired on or after January 1, 2014, shall receive longevity payments based from the date of hire and upon completion of the year listed in the following schedule:

Years of Service	Longevity Payment
0 – 4	\$0
5 – 9	\$850
10 – 14	\$950
15 – 19	\$1,100
20 – 24	\$1,450
25 or More	\$1,650

Longevity paid to employees as per the schedules above for both current employees and employees hired after January 1, 2014 shall be considered part of the employee's salary for pension purposes.

ARTICLE 36: WORK IN HIGHER RANK

- a. When an employee works in the capacity of a higher rank, the employee shall receive the pay of the lowest step within that higher rank for the time within which the employee so works. The Employer shall not defeat the intent of this clause by shifting two (2) or more employees to cover the higher rank in question.
- b. Sergeants acting as shift commander will be paid out of title pay.

ARTICLE 37: SALARY RANGES – See Attachment 1: Salary Guide for the agreed upon wages for the duration of the Agreement.

There shall be twelve (12) steps for Corrections Officers. The first eleven steps shall remain the same salary amount during the course of the contract term. Corrections Officers who are at the top step (i.e., maximum), Sergeants and lieutenants step shall receive salary increases by the following rate:

- Effective as of January 1, 2014 – 0%
- Effective as of January 1, 2015 – 1.5%
- Effective as of January 1, 2015 – 1.5%

The Captain's pay will be increased from its 2013 amount by the following rate effective January 1, 2014:

- Effective as of January 1, 2014 – 0%
- Effective as of January 1, 2015 – 1.5%
- Effective as of January 1, 2016 – 1.5%

ARTICLE 38: WAGES

Section 1

- a) All County Corrections Officers hired after the signing of this Agreement shall be hired at the minimum of the range and shall be eligible for a step increase, in accordance with the schedule set forth in Article 38, on January 1 of each subsequent year.
- b) All retroactive monies due and owing hereunder shall be paid to the Association Bargaining Unit members within a reasonable period of time.

Section 2

Any employee who dies or retires prior to the signing of this Agreement will receive the negotiated increase between the date of death or retirement and 1 January 2014. Retroactivity shall not apply to any other employee who has left the employ of the employer, prior to the signing of the Agreement.

Section 3

Shift Differential: An employee shall receive a shift differential of four (4%) percent for the evening shift, and seven (7%) percent for the midnight shift of his/her hourly rate. The evening shift shall be defined as the regularly scheduled shift in which the majority of the working hours fall between 3:00 p.m. and 11:00 p.m. The midnight shift shall be defined as the regularly scheduled shift in which the majority of the working hours fall between 11:00 p.m. and 7:00 a.m.

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

Section 4

Effective the date of this Agreement, all new Corrections Officers shall be hired at the minimum of the salary range. All promotions to the rank of Sergeant shall be placed at the minimum of the salary range.

ARTICLE 39: SHIFT TRANSFERS

- a. For "training purposes", the Employer may transfer employees on an interim basis upon thirty (30) days notice to all affected employees. The replacement slots shall be filled by seniority unless voluntary. The training period shall not exceed thirty (30) working days. Shift transfers shall not be for disciplinary purposes. The foregoing shall not affect the Employer's right to initiate discipline.
- b. Upon notice to the employer, employees may switch assigned shifts on an unlimited basis, provided all switches are completed in the same calendar year. Any given shift swap is subject to review and may be denied for any reason by the Sheriff or his designee.

ARTICLE 40: DURATION OF AGREEMENT

The duration of this Agreement shall be from January 1, 2014, through December 31, 2016. All other terms and conditions of the current collective negotiations agreement, not modified herein, shall remain in full force and effect.

This Agreement shall be recommended to the membership of Local 378 for ratification by the negotiating committee for Local 378 and to the Board of Chosen Freeholders for approval by the negotiating committee for the County and the Sheriff.

ARTICLE 41: ADMINISTRATIVE POSTS AND PROGRAMS

Manpower from 7am-3pm, 3pm-11pm or 11pm-7am shifts shall not be utilized to fill scheduling voids in the program except if exigent circumstances exist. Administrative positions, Classifications, Training, SLAP/SWAP, Maintenance Officer, etc. shall be considered separate units from 7a-3p, 3p-11p and 11pm-7am shifts. For the purpose of assuring the SLAP/SWAP program run effectively without the usage of manpower from within the building, the Sheriff shall assign manpower as the unit requires. Additionally, the Sheriff reserves the right to utilize the maintenance Officer as an alternate within the SLAP/SWAP to facilitate the program remaining autonomous.

Manpower from any position or shift (as directed by management) may be utilized to fill scheduling voids for the classification position. The vacant post left by the staff member who is filing a scheduling void in the classification post, shall be filled when the vacant post creates the staffing number to go below the normal operating number on that shift.

WITNESS:

Elaine A. Morgan
Elaine A. Morgan, Clerk of the Board

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF SUSSEX

Richard A. Vohden 1/15/2014
Richard A. Vohden, Freeholder Director Date

SHERIFF:

Michael F. Strada 1/16/14
Michael F. Strada Date

POLICE BENEVOLENT ASSOCIATION
LOCAL 138 - CORRECTIONS UNIT

Erich Olsen #1368 16 Jan 14
Erich Olsen, President Date
PBA 378 - Corrections Unit

ATTACHMENT 1 – SALARY GUIDE

	2014	2015	2016
Correction's Officer			
1	\$38,686	\$38,686	\$38,686
2	\$41,089	\$41,089	\$41,089
3	\$45,978	\$45,978	\$45,978
4	\$48,383	\$48,383	\$48,383
5	\$50,784	\$50,784	\$50,784
6	\$53,189	\$53,189	\$53,189
7	\$57,516	\$57,516	\$57,516
8	\$61,843	\$61,843	\$61,843
9	\$66,170	\$66,170	\$66,170
10	\$71,472	\$71,472	\$71,472
11	\$76,774	\$76,774	\$76,774
Maximum	\$82,078	\$83,309	\$84,559
***	\$83,742	\$84,998	\$86,273
Sergeants			
Minimum	\$83,674	\$84,929	\$86,203
2	\$87,738	\$89,054	\$90,390
3	\$91,802	\$93,179	\$94,577
Maximum	\$97,215	\$98,673	\$100,153
Lieutenant			
Minimum	\$101,027	\$102,542	\$104,081
Maximum	\$103,322	\$104,872	\$106,445
Captain			
Minimum	\$108,520	\$110,148	\$111,800
Maximum	\$110,814	\$112,476	\$114,163

*** Upon the start of an employee's fifteenth year, the employee shall receive the salary step noted above. Regardless of when the start of the fifteenth year occurs within the calendar year, the employee shall receive the salary step on January 1st of that year.

RESOLUTION RE: AMENDING RESOLUTION ENTITLED "AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND THE CLERK OF THE BOARD TO SIGN THE COLLECTIVE BARGAINING AGREEMENT FOR THE EMPLOYEES REPRESENTED BY THE POLICE BENEVOLENT ASSOCIATION LOCAL 378, CORRECTION'S UNIT, FOR YEARS 2014, 2015 AND 2016" ADOPTED JANUARY 3, 2014

WHEREAS, on January 3, 2014 the Sussex County Board of Chosen Freeholders adopted a Resolution authorizing the Freeholder Director and Clerk of the Board to sign the Collective Bargaining Agreement for the employees represented by the Police Benevolent Association (PBA) Local 378, Correction's Unit for the years 2014, 2015 and 2016; and

WHEREAS, subsequent to authorization a number of typographical errors and inadvertent omissions were found in the text of the Agreement between the County of Sussex and PBA Local 378; and

WHEREAS, it is necessary to correct said typographical errors and inadvertent omissions in the text of the Agreement between the County of Sussex and PBA Local 378 and thereby create an amended Agreement; and

WHEREAS, the amended Agreement, attached to, and made part of this Resolution does not differ in any substantive manner from the Agreement between the County of Sussex and PBA Local 378, as authorized by the Board of Chosen Freeholders on January 3, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex authorizes the Freeholder Director and Clerk of the Board to sign an amended Collective Bargaining Agreement between the County of Sussex and PBA Local 378, Correction's Unit for the years 2014, 2015 and 2016; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution and amended Agreement shall be forwarded to the New Jersey Civil Service Commission, Station Plaza, 44 South Clinton Avenue, Trenton, NJ 08609; New Jersey Public Employment Relations Commission, P.O. Box 429, Trenton, NJ 08625-0429; Sussex County Sheriff; PBA Local 378-Correction's Unit, c/o Sgt. Erich Olsen, Sheriff's Office.

CERTIFIED as a true copy of the Resolution adopted by the Board on the 15th day of January, 2014.

Elaine A. Morgan
Elaine A. Morgan, Clerk
Board of Chosen Freeholders
County of Sussex

RECORD OF VOTE						
FREEHOLDER	AYE	NAY	ABST	ABS	MOVE	SEC
Crabb	✓					
Graham	✓				✓	
Mudrick	✓					
Phoebus	✓					✓
Vohden	✓					

ABST - Abstain
MOVE - Resolution Moved
ABS - Absent
SEC - Resolution Seconded

RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND THE CLERK OF THE BOARD TO SIGN THE COLLECTIVE BARGAINING AGREEMENT FOR THE EMPLOYEES REPRESENTED BY THE POLICE BENEVOLENT ASSOCIATION LOCAL 378, CORRECTION'S UNIT, FOR THE YEARS 2014, 2015 AND 2016

BE IT RESOLVED the Board of Chosen Freeholders hereby authorizes the Freeholder Director and the Clerk of the Board to sign the Collective Bargaining Agreement between the County of Sussex and the Police Benevolent Association (PBA) Local 378, Correction's Unit, for the years 2014, 2015 and 2016; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby authorizes the implementation of the Collective Bargaining Agreement between the County of Sussex and the PBA Local 378, Correction's Unit; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders does hereby establish salaries for the Years 2014, 2015, and 2016 as per schedules found in the Collective Bargaining Agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution and Agreement to be forwarded to the New Jersey Civil Service Commission, Station Plaza, 44 South Clinton Avenue, Trenton, NJ 08609; New Jersey Public Employment Relations Commission, P.O. Box 429, Trenton, NJ 08625-0429; Sussex County Sheriff; PBA Local 378-Correction's Unit, c/o Sgt. Erich Olsen, Sheriff's Office.

CERTIFIED as a true copy of the Resolution adopted by the Board on the 3rd day of January, 2014.

Elaine A. Morgan
 Elaine A. Morgan, Clerk
 Board of Chosen Freeholders
 County of Sussex

RECORD OF VOTE						
FREEHOLDER	AYE	NAY	ABST	ABS	MOVE	SEC
Crabb	✓				✓	
Graham	✓					
Mudrick	✓					
Phoebus	✓					✓
Vohden	✓					

ABST - Abstain
 MOVE - Resolution Moved
 ABS - Absent
 SEC - Resolution Seconded