

AGREEMENT

by and between

COUNTY OF SUSSEX - OFFICE OF THE SHERIFF

and

**POLICE BENEVOLENT ASSOCIATION LOCAL 378A
(SUPERIOR OFFICERS ASSOCIATION)**

January 1, 2017 - December 31, 2023

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ARTICLE 1: PREAMBLE

This Agreement is made this 11 day of January, 2021, by and between the Employer, the Sheriff of the County of Sussex, and the Board of County Commissioners (hereinafter referred to as "Employer"), and Police Benevolent Association Local 378A, Superior Officer's (hereinafter referred to as "Association"), on behalf of all Sussex County Sergeants, Lieutenants, and Captains ("Supervisors") whom it represents, in accordance with Chapter 303, Public Laws of the State of New Jersey of 1968.

ARTICLE 2: SENIORITY

Section 1

Seniority is defined as the time since the employee's date of hire as a Corrections Officer (time in service) and the time since the employee's date of promotion into his/her current rank (time in grade).

Section 2

An employee who is leaving a program and returning to a "building post" shall be assigned to an open and available shift with applicable Regular Days Off (RDOs).

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 fulltime, 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 this Section and Article 8 of this Agreement.

Section 4

[Intentionally Omitted]

Section 5

[Intentionally omitted]

Section 6

Regular Days Off (RDOs) - No Supervisor, regardless status, shall be assigned split RDOs. All RDOs shall be consecutive, unless mutually agreed upon by the Employer and the employee.

RDOs shall be assigned exclusively by seniority. RDO assignments shall not be subject to bumping. RDOs within special programs (i.e., SLAP, SWAP, Classifications, and Training) will be assigned by Supervisor's seniority within the program in accordance with Article 2, Section 2 of this Agreement.

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 Supervisors, including corrections sergeants, lieutenants and captains, employed by the County Government of Sussex County, and shall exclude County Corrections Officers below the rank of Sergeant. The negotiating unit also excludes all other employees employed by the County of Sussex.

ARTICLE 5: ASSOCIATION REPRESENTATIVES

The Association shall designate up to three (3) members of the Association, including the PBA Delegate, as Association Representatives to represent the Association in labor-management matters. These individuals shall not be discriminated against due to their legitimate Association activity. The SOA will identify the individuals at the beginning of each year and if there is a change in designation during the year, the SOA shall inform the Sheriff's Office of the designation change as soon as practicable.

For scheduled events, the members who shall attend Association activities shall be identified no less than ten (10) days prior to the Association activity. If for reasons beyond the SOA's control, 10 days' notice cannot be provided, the SOA shall notify the Sheriff's Office as soon as possible for the time off and provide evidence that further notice was not possible. In such a case, failure to provide 10 days' notice shall not be the basis for denying a leave request.

For collective negotiations, the Association shall designate no more than three (3) members, one from each rank, plus the PBA Delegate, who shall suffer no loss in their regular pay for the time they are so engaged.

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

Section 1

There shall be three primary shifts per day: (0700 – 1500, Day Shift) (1500 – 2300, Evening Shift) (2300 – 0700, Midnight Shift). An employee shall be considered part of the primary shift in which the majority of his/her working hours occur. The day in which most of the hours worked fall, shall be deemed to be the day worked for that shift.

If during the term of the Agreement, the Sheriff's Office determines that modifications to the shifts are necessary, the parties agree that they will negotiate in good faith concerning a new shift schedule.

Section 2

Scheduling and Regular Days Off (RDOs): No employee, regardless of status, shall be assigned split RDOs. All RDOs shall be consecutive, unless mutually agreed upon by the Employer and the employee.

Except as provided for in Section 5 below, employees shall request RDOs based upon Seniority. Upon a position becoming vacant or available, employees who desire to work the identified primary shift and have the RDO schedule, shall inform the Sheriff or designee in writing of the interest. The individual indicating interest in the available post with the most Seniority shall be assigned the post so long as he/she has the requisite skills set forth in Article 2, §2 for the position.

RDO assignments shall not be subject to bumping. RDOs within special programs (i.e., SLAP, SWAP, Classifications, and Training) will be assigned by Seniority within the program.

Section 3

[Intentionally left blank]

Section 4

The Employer will endeavor to schedule shift transfers with at least fourteen (14) calendar 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 5

To ensure complete coverage for all primary shifts and assignments that require a bona fide occupational qualification (BFOQ) or other specialized criteria such as specialized training, supervisory status, etc., the Sheriff or designee shall have the right to assign appropriate personnel to shifts. If the Sheriff assigns such personnel to shifts and open/available RDOs, the least senior qualified personnel shall be assigned to shifts as needed. All other personnel shall be assigned shifts and RDOs based upon seniority.

Once staffing as described above is accomplished, all other RDOs, for men and women, shall be assigned pursuant to Section 2.

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 SHOP

Section 1

The Employer agrees to deduct from the earnings of each employee who has properly authorized such deductions in writing Association dues each pay period of, 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 shall not have any representation fees deducted from their paycheck unless they expressly authorize such deductions. For authorized representation fees, 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 System¹).

¹ 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.

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.

ARTICLE 10: PAY PERIODS

Section 1

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 (prior to January 1, 2004), the PBA/SOA 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: OVERTIME

Section 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 a Supervisor 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 - Shift Overlap:

In addition to their base salary, as is currently provided, for work performed prior to their

scheduled shifts, Sergeants shall receive one (1) hour's pay at time-and one-half (1½) for each week worked in their regular paychecks and an additional two (2) hours at time-and one-half(1½) shall be issued in the second payrolls of June and December.

Section 6

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 7: 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 in 2020, 112 hours of compensatory time in 2021, 120 hours of compensatory time in 2022, 140 hours of compensatory time in 2023 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 8: Snow Days

In the event the Commissioners, 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.

Section 9: Unscheduled Work

The Sheriff's Office and SOA recognize that Lieutenants and Captains perform work outside of their normally scheduled shift, including responding to telephone calls and emails regarding facility operations. In consideration for this work, the most senior Lieutenant and the Captain shall each receive the equivalent of eight (8) hours of overtime compensation each pay period. Neither the Lieutenant nor Captain will be required to submit timesheets or overtime requests for this additional compensation.

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 Tier 4 of the applicable provision of c.78 P.L. 2011 N.J.S.A. 40A:10-2.1 or as otherwise required by law.

Section 2: For eligible employees, the employer will provide health and medical benefits through Horizon Blue Cross Blue Shield of New Jersey, Horizon MyWay HRA – Direct Access Plan. The County will fund an Employee Health Reimbursement Arrangement for the Horizon MyWay HRA at 100% of the deductible set by the carrier. In the event the County changes health insurance providers, then the County shall implement a plan which is determined to be equal to or better than the Horizon Blue Cross Blue Shield of New Jersey, Horizon MyWay HRA.

Should the employee desire to continue HorizonBlue Cross Blue Shield of New Jersey, Direct Access 10 plan benefits or other plan the County offers, the County will fund up to the cost of the Horizon MyWay HRA – Direct Access Plan and the employee will be required to pay the difference in cost and the portion of health insurance premium pursuant to the applicable provisions of Ch. 78 or as otherwise required by law.

The County further agrees to provide sixty (60) days' written notice to the SOA of any change in the program providers/carriers. Enrollment shall begin after two months of employment or eligibility.

Section 3: For eligible employees, the Employer agrees to continue to provide prescription drug benefits currently available through Benecard or a program equal to or better than Benecard.

The copayment for the prescription plan is as follows:

- i. Retail pharmacy copayments for up to a 30 day supply are \$5 for generic drugs, \$20 for preferred brand name drugs, \$40 for non-preferred brand names drugs.
- ii. Mail order supplies for up to a 90 day supply are \$10 for generic drugs, \$30 for preferred brand name drugs, \$60 for non-preferred brand names drugs.
- iii. 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.

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 Tier 4 of the applicable provision of c.78 P.L.2011 N.J.S.A. 40A:10-2.1 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. All members shall be required to contribute a portion of the health insurance premium paid by the County for medical health insurance pursuant to Tier 4 of the applicable

provision of c.78 P.L.2011 N.J.S.A. 40A:10-2.1 or as otherwise required by law. 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: In the event of a non-retiree death, his/her surviving spouse and/or eligible dependents shall receive any and all of the health, medical, and prescription benefits described above. Benefits shall continue for the surviving spouse and/or eligible dependents in accordance with each negotiated agreement. Premium charges will be paid for by the County.

Section 6: The County agrees to continue to pay the premium charges for certain eligible retirees and their eligible dependents, (but not including survivors²), subject to the employee paying ch78 premium contributions, for the health, medical, and prescription 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. The County will also pay the premium charges for the health, medical, and prescription plans described above provided for any member who receives a disability retirement from the New Jersey State Pension System.

Section 7: 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 Employee Services' Office during July and January for the previous six (6) months.

Section 8:

In addition to any benefits provided through major medical coverage the employee has through the County, the County agrees to reimburse employees 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 and each of 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 fifteen (15) legal holidays presently observed shall continue to be observed under this Agreement:

² Survivors can continue coverage at their expense in accordance with COBRA regulation.

New Year's Day, January 1
Martin Luther King's Birthday, third Monday in January
Lincoln's Birthday, February 12
Washington's Birthday, third Monday in February
Good Friday
Independence Day, July 4
Memorial Day, last Monday in May
Juneteenth, third Friday of June
Labor Day, first Monday in September
Columbus Day, second Monday in October
General Election Day, first Tuesday in November
Veteran's Day, November 11
Thanksgiving Day, fourth Thursday in November
Day after Thanksgiving
Christmas Day, December 25

Also to be observed are any other holidays declared by the legally constituted authorities of the County, State, or Nation. Notwithstanding the foregoing, the Employer shall observe the aforementioned holidays on the day of the actual holiday and not on observed holidays.

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.

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. Employees who are approved for leave pursuant to the Family and Medical Leave Act (FMLA) or New Jersey Family Leave Act (FLA) shall not lose eligibility for holiday pay if they take FMLA or FLA leave on the last scheduled workday immediately preceding the holiday or compensatory day in lieu thereof, or the next scheduled workday 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 schedule the 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 or designee, 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.

Employees shall receive premium pay pursuant to Article 13 for each hour actually worked on a holiday. For example, an employee working the 11pm to 7am shift beginning on the day before a holiday shall receive seven (7) hours of premium pay for work actually performed on the holiday. An employee working the 11pm to 7am shift beginning on the holiday shall receive one (1) hour of premium pay for the hour actually worked on the 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, and 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

For scheduling vacation time, employee may submit requests for vacation for the following year, pursuant to the current practice, from November 1st to December 31st (Early Vacation Selections). All vacation requests made during the Early Vacation Selection process, shall be deemed to have been requested on December 31st of that year. The vacation schedule for the approved vacations shall be indicated on the schedule by January 1st. All Early Vacation Selections shall be based upon a Supervisor's or Officer's time in service.

During the Early Vacation Selection process, benefit leave time shall be scheduled in the following order and priority: Vacation leave of five or more consecutive days' vacation leave of fewer than five consecutive days, holidays and personal days, Converted Vacation Days, compensatory days.

Notwithstanding the foregoing, the Captain(s) and Lieutenant(s) shall select their Early Vacation Selections based solely upon when others holding the rank of Captain(s) or Lieutenant(s) have selected to take time off.

Section 5

Regardless of whether the vacation selection is pursuant to Early Vacation Selection process or made during the course of the year, leave requests of five (5) or more consecutive days worked (forty (40) or more consecutive hours of work) shall take precedence over any request of less than five (5) days worked and shall be determined based upon Seniority.

Section 6

During the course of the year, after the Early Vacation Selection Process has concluded, requested vacation shall be scheduled on a first come-first serve basis and, where practicable, on the basis of Seniority. Any vacation time approved during the Early Vacation Selection Process shall have priority over vacation requested during the course of the year regardless of the

Seniority of the member requesting the vacation during the year.

During the course of the year, employees shall submit requests for vacation time for five (5) consecutive workdays or more to the Employer in writing no later than four (4) weeks before his/her requested vacation. The Employer shall answer the request in writing within seven (7) calendar days.

During the course of the year, employees shall submit requests for vacations fewer than five (5) consecutive workdays to the Employer in writing no later than seven (7) calendar days before his/her requested vacation. The Employer shall answer the request in writing no later than four (4) calendar days before the requested vacation leave.

Section 7

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

Section 8

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 on a prorated basis.

Section 9

Vacation days shall be taken in full day increments. If mutually agreed by the employee and the Employer, vacation days can be taken in one-half day increments.

Section 10

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 DAYS

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 who are absent from work and on sick leave for more than three (3) consecutive days, and at the discretion of the Employer, may be subject 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	-	¼ up to \$15,000
Upon completion of 21 years or more of service	-	½ 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 one (1) 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 any of the following:

1. Absences of five (5) or more consecutive working days; or
2. If an officer has 4 incidents of sick leave constituting a total of 10 or more sick days during a calendar year, then he/she shall be required to bring in a doctor's note for each subsequent incident for the 12-months following the 4th incident

An "Incident" shall occur upon the following:

- A. Use of 1 or more consecutive sick days and present a doctor's note for the entire period out shall be 1 incident regardless of number of days out sick.
- B. Use of sick days when a doctor's note is not provided shall have each sick day used, whether individually or consecutive, identified as an incident (e.g., three consecutive days out sick without a doctor's note constitutes 3 incidents).

For purposes of determining the number of sick days used, regardless of how many incidents an event may constitute, each day out will be counted toward the cumulative 10 days referenced in this provision.

Sick days used pursuant to FMLA and FLA shall not constitute an incident or count toward the cumulative 10 days sick day usage under this provision; or

3. Instances where management suspects abuse of sick leave.

Section 10

An employee who is required to submit to a fitness for duty evaluation, which is not related to a claim for workers' compensation benefits, shall schedule such exam during employee's regular working hours. When the evaluation cannot be scheduled within employee's regular working hours, the employee shall notify the County prior to the test. Employee's compensation for the time spent attending the fitness for duty test shall not be subject to the call-out provision in Article 11, Section 3.

ARTICLE 16: PERSONAL LEAVE, BEREAVEMENT LEAVE, AND JURY DUTY

Section 1: Personal Leave

Employees shall receive three (3) days (Personal Leave Days) per year for personal business, non-cumulative, unless prevented from doing so by 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 one-hour increments.

Section 2: Bereavement Leave

All full-time employees shall receive the following: (A) For the death of a spouse, parent, child, or step-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 son-in-law, daughter-in-law,

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 one (1) 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 ABSENCE

Section 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 County Commissioners, 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 County Commissioners. 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, Administrator, or immediate supervisor of her pregnancy.

Said employee may request a maternity leave of absence, without pay, as described above in Section 2. A Maternity Leave of Absence shall be for a period of not more than one year and shall include medical leave of absence and 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. Some portion of maternity leave may be covered by the Family and Medical Leave Act (FMLA), New Jersey Family Leave Act (NJ FLA) or combination thereof (N.J.A.C. 4A:6-1.21) addressed in Section 6 below. Any such leave entitlement shall run concurrently with the maternity leave set forth in this section.

Employees on maternity leave may also be eligible for benefits under the New Jersey Family Leave Insurance program or Temporary Disability Insurance program. The Employee will need to contact the New Jersey Department of Labor for information related to these programs. Benefits received under these programs do not modify or extend the maximum duration of the maternity leave under this policy.

To the extent employees choose to use their accrued vacation, personal or sick days during maternity leave, that shall not extend the maximum duration of maternity leave.

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 Family and Medical Leave

Employees may be eligible for unpaid family and medical leave pursuant to the Family and Medical Leave Act (FMLA), New Jersey Family Leave Act (NJ FLA) and N.J.A.C. 4A:6-1.21.

To be eligible for leave under the FMLA, the employee shall be employed by the County for at least twelve (12) months and have worked at least 1,250 base hours during the 12-, month period immediately preceding leave. To be eligible for leave pursuant to NJ FLA, the employee shall be employed by the County for at least twelve (12) months and have worked at least 1,000 base hours during the 12-month period immediately preceding requested leave.

Family and medical leaves of absence may be taken for a serious health condition, as defined by FMLA or NJ FLA, and when supported by appropriate physician's certification. Family and medical leave covered under the Section shall not exceed twelve (12) weeks

If an employee is granted a medical or family leave, 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. 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, then the salary supplement benefits shall be provided by the insurance carrier payable in accordance with the carrier's regular check processing procedure. Payments through the County will no longer be provided.

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 SOA 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 step when it is clear that the Undersheriff or designee rendered the determination 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 Undersheriff or designee ("Undersheriff") within fourteen (14) calendar days of the occurrence or after the employee becomes aware or should have become aware of the occurrence giving rise to the grievance. The Undersheriff shall attempt to adjust the matter and shall respond in writing to the aggrieved employee and the Association representative within fourteen (14) calendar days.

Step 2: Should the grievant disagree with the Undersheriff's decision, the grievant may, within fourteen (14) calendar days after the Undersheriff's response present the grievance to the County Administrator or designee ("Administrator") The grievance shall set forth the reasons why the grievant contends the Undersheriff's decision is incorrect and shall specify the provision(s) of this Agreement alleged to be violated. The County Administrator shall review the Undersheriff's decision, together with the grievant's statement and such other evidence as may be submitted, and shall respond to the grievant and the Association representative within fourteen (14) calendar days.

Step 3: Should the grievant or Association disagree with the County Administrator's decision, the Association representatives or the aggrieved employee, may, within fourteen (14) calendar days after receipt of the County Administrator's decision, submit to the Sheriff or his designee ("Sheriff") the grievance and a signed statement in writing setting forth issue(s) in dispute. Such statement shall set forth the reason(s) why the grievant contends that the County Administrator's decision is incorrect, and shall specify the provision(s) of this Agreement alleged to have been violated. The Sheriff shall review the County Administrator's decision, as well as the grievance, and any statements submitted by the Association representative and the aggrieved employee. The Sheriff will render a decision, in writing, within fourteen (14) calendar days after receipt of the grievance.

Section 3: Arbitration

Within thirty (30) calendar days following either receipt of the Sheriff's response, the PBA shall have the right to submit the grievance to binding arbitration, pursuant to the rules of the Public Employment Relations Commission. PERC shall designate an arbitrator pursuant to its rules and

procedures. The Arbitrator shall be bound by the Agreement's provisions and restricted to the application of the facts presented to him/her involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendment or supplement thereto. The Arbitrator shall 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. Any additional expense, including but not limited to the presentation of witnesses, a party incurs shall be the party's sole responsibility. This provision is not intended to waive any employee's right to proceed individually with any claim under Civil Service law, rules or regulations.

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.

ARTICLE 20: PROMOTIONS

Section 1

Promotional positions shall be filled in accordance with the Civil Service Commission 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, including from corrections officer to sergeant:

- 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 21: 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 nor used to alter the beginning or end of a work shift/day.

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 22: TRAINING AND EMPLOYEE EXPENSES

Section 1

An employee attending training may request to use a county vehicle, which can be provided at the Sheriff's discretion based on availability, logistics or other criteria the Sheriff applies.

Section 2

If the employee is required to use a personal vehicle for mandatory training, he/she will be compensated for mileage at the rate set forth in this Article. Furthermore, the employee shall be paid for all hours devoted to training, including overtime hours as applicable; however, travel time to and from the training location shall not be used in calculating hours devoted to training.

Section 3

Employees attending optional/voluntary training are not eligible for compensation for the commute or mileage reimbursement. The County will not approve optional/voluntary training if the employee's travel or training time will require that the officer be paid overtime.

Section 4

Employees attending mandatory training using a county vehicle shall not have travel time 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 5

Travel eligible for mileage reimbursement shall have mileage paid at the IRS business rate per mile. Odometer reading must be placed on travel vouchers for reimbursement.

Section 6

Notwithstanding the foregoing, whenever an employee is required to travel more than 45 minutes from the Correctional Facility to all day mandatory training, whether using a County or personal vehicle, the time traveling beyond 45-minutes to the training location in either or both directions shall be counted toward work time for pay purposes.

Section 7

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. The employee shall be paid for time devoted to the training as well as applicable time for travel to and from the training location. If an employee refuses the offer of lodging, the employee is not eligible for compensation for travel each day of the training, only for the initial trip to and from the training site.

Section 8

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 23: DEFENSE FOR MEMBERS

If an employee is a defendant in any action or legal proceeding arising out of or directly related to the lawful exercise of police powers in the furtherance of his official duties, the County and Sheriff's Office shall provide said employee with the necessary means for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him/her by the County or Sheriff's Office or in a criminal proceeding instituted as a result of a complaint on behalf of the County or Sheriff's Office. If any such disciplinary or criminal proceeding instituted by or on complaint of the County or Sheriff's Office shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her defense.

The language and the interpretation of this Section shall be consistent with the statutory requirements under N.J.S.A. 40A:14-155.

The County shall indemnify members for all sums imposed by reason of any liability, subject to limitation by law, arising from a member's lawful engagement of law enforcement activities for and on behalf of the County or Sheriff's Office.

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 24: 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: two (2) shirts, one (1) name plate, I.D., two (2) flag emblems, department patches, one (1) set of collar tabs, two (2) pairs of pants, one (1) tie, one (1) jacket, one (1) pair of shoes, one (1) badge, one (1) belt, and one (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 \$1100 per year. Full-time Supervisors shall be issued 50% of the annual allowance semi-annually. This amount is to be paid with the first paychecks in the months of June and December 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

Supervisors shall purchase uniforms in accordance with the Sheriffs specifications, heretofore signed by the parties and subject to change upon appropriate notice and

discussion.

Section 4

All uniform items purchased shall be the property of the Employer and shall be returned to the Employer upon termination of employment. Should a Supervisor 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 5

Supervisors shall wear a standard black shoe while on duty.

Section 6

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

Section 7

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

Section 8

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

Section 9

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

Section 10

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 Supervisors.

ARTICLE 25: 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 members of the PBA and SOA 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 Employee Services Director.

Section 3

An employee must be full-time and permanent. The Employer will reimburse the costs, up to \$2000 in the aggregate per Section 1, of tuition and registration for all courses taken in accredited institutions approved by the Employee Services Director. 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 Employee Services Director 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 26: 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 Sheriffs 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 27: DISCRIMINATION

No employee shall be discharged or discriminated against because of age, race, creed, sex, color, national origin, nationality, political affiliation, disability, ancestry, handicap, affectional or sexual orientation, familial status, marital status, union membership, legal union activity, or association affiliation. The Employer reserves the right to discipline or discharge any employee for just cause.

ARTICLE 28: ADHERENCE TO STATE CIVIL SERVICE COMMISSION AND THE PUBLIC EMPLOYMENT RELATIONS COMMISSION RULES

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

ARTICLE 29: 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 Civil Service Commission 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 Civil Service Commission Rules.

In the event a Supervisor is demoted due to an economic layoff and is subsequently promoted back to his/her previously held rank, then the Supervisor shall be returned to the salary guide step he/she was on prior to the demotion due to economic layoff.

ARTICLE 30: 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 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 3

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 4

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 5

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 6 - 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 SOA President will notify the Employer at least two (2) weeks in advance of the start of this Convention of the member(s), if any, the SOA would like to have attend. The Employer may grant or deny this request or modify the number of members 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/or his/her designee 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 or his/her designee shall be permitted, with at least two (2) weeks' advance notice to the Employer, to attend this Convention.
- e. Other convention leave with pay shall be in accordance with Civil Service Commission Rules, N.J.A.C. 4A:6-1.13.

Section 8

Investigations. All investigations into officer conduct shall be performed in accordance with the New Jersey Attorney General Guidelines on Internal Affairs Policy and Procedure.

ARTICLE 31: 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 32: 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 33: NEGOTIATION PROCEDURE

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

ARTICLE 34: 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.

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 35: 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.
- b. Sergeants acting as shift commander will be paid out of title pay.

ARTICLE 36: SALARY RANGES - See Attachment 1: Salary Guide for the agreed upon wages for the duration of the Agreement.

Sergeants, Lieutenants and Captains step shall receive salary increases by the following rate:

Effective as of January 1, 2017	-	0%
Effective as of January 1, 2018	-	0%
Effective as of January 1, 2019	-	0%
Effective as of January 1, 2020	-	7.5%
Effective as of January 1, 2021	-	2.2%
Effective as of January 1, 2022	-	1.75%
Effective as of January 1, 2023	-	1.75%

ARTICLE 37: WAGES

Section 1

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 the first day of this Agreement (January 1, 2017) and the death or retirement. 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 (3:00 p.m. to 11 p.m.), and seven (7%) percent for the midnight shift (11 p.m. to 7:00 p.m.) 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. Employees shall receive the shift differential for all hours worked during a particular shift even if the hours worked constitute additional hours before or after an employee's regularly scheduled shift.

Shift Differential shall be paid on benefit leave time off, (i.e., vacations, sick leave, holidays, personal leave, jury duty, bereavement, etc.)

Section 4

All promotions to the rank of Sergeant shall be placed at the minimum of the salary range.

ARTICLE 39: SHIFT TRANSFERS

Section 1

Management will endeavor to schedule shift transfers with at least fourteen (14) calendar days' notice. All employees who are transferred shall be granted a minimum of an eight-hour turn around between shifts, unless otherwise mutually agreed upon.

- a. For "training purposes," the Employer may transfer employees on an interim basis upon fourteen (14) calendar 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 up to two (2) assigned shifts during any pay period, and the switch must be completed (i.e., both officers working the alternate shift) within 21 days of the first half of the switch. Shift switches shall be considered on a first come first served basis, in a fair and consistent manner. There shall be a record of switches maintained in the scheduling books/calendars to ensure that records can be reconciled with the Administration for accuracy and accountability. Any given shift swap is subject to review and may be denied for any reason by the Sheriff or his designee. The Sheriff may eliminate shift switches altogether by providing notice to the SOA.

ARTICLE 39: DURATION OF AGREEMENT

The duration of this Agreement shall be from January 1, 2017, through December 31, 2023. 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 378A for ratification by the negotiating committee for Local 378A and to the Board of County Commissioners for approval by the negotiating committee for the County and the Sheriff.

ARTICLE 40: 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 (e.g., Classifications, Training, SLAP/SWAP, Maintenance Officer, Home Detention Program, OEM etc.) shall be considered separate programs from 7am-3pm, 3pm-11pm 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.

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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:

BOARD OF COMMISSIONERS
COUNTY OF SUSSEX:

Theresa Lyons 1/27/21
Theresa Lyons, Clerk of the Board Date

Dawn Fantasia 1-27-21
Dawn Fantasia, Commissioner Director Date

SHERIFF'S OFFICE

Michael Strada 2/4/21
Sheriff Michael Strada Date

POLICE BENEVOLENT ASSOCIATION
LOCAL 378A – SUPERIOR OFFICERS

Bennett Milnor 01/27/20
Bennett Milnor, President Date

ATTACHMENT 1

SALARY GUIDE

	2017	2018	2019	2020	2021	2022	2023
% Increase	0.00%	0.00%	0.00%	7.50%	2.20%	1.75%	1.75%
Sergeant							
S1	86,203	86,203	86,203	92,668			
S2	90,390	90,390	90,390	97,169	99,307	101,045	102,813
S3	94,577	94,577	94,577	101,670	103,907	105,725	107,576
S4	100,153	100,153	100,153	107,664	110,033	111,959	113,918
Lieutenant							
L1	104,081	104,081	104,081	111,887			
L2	106,445	106,445	106,445	114,428	116,946	118,992	121,075
Captain							
C1	111,800	111,800	111,800	120,185			
C2	114,163	114,163	114,163	122,725	125,425	127,620	129,853