

A G R E E M E N T

BY AND BETWEEN

**THE BOARD OF CHOSEN FREEHOLDERS
AND THE SHERIFF OF THE COUNTY OF SUSSEX**

AND

POLICE BENEVOLENT ASSOCIATION LOCAL 138 (JAIL UNIT)

JANUARY 1, 1993 through DECEMBER 31, 1995

LAW OFFICES:

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PREAMBLE

THIS AGREEMENT made this 1st day of January, 1993, by and between the Employer, the Sheriff of the County of Sussex and the Board of Chosen Freeholders (hereinafter referred to as the "Employer"), and Police Benevolent Association Local 138 (hereinafter referred to as the "Association"), on behalf of all Sussex County Correction Officers, Sergeants and Lieutenants whom it represents, in accordance with Chapter 303, Public Laws of the State of New Jersey of 1968.

ARTICLE I - DEFINITION OF TERMS

County Administrator - The chief administrative office of the County of Sussex.

Personnel Department - The Central Personnel Department for the County of Sussex.

Department Head - The Sheriff for the County of Sussex.

Permanent Employee - An employee who has been appointed by the Employer and approved by the Employer from a certification list issued by Civil Service, or who is appointed permanent, non-competitive, or unclassified by the Employer.

Provisional Employee - An employee appointed by the Employer and approved by the Employer pending the results of a certification list. A position filled by a provisional employee is considered by Civil Service as a vacant position. Civil Service will automatically process an exam for any position held by a provisional.

Temporary Employee - An employee appointed for a temporary specified length of time or who works less than eighty (80) days per year.

Certification - The Certification of Eligibles list issued by Civil Service setting forth the people who have received a passing score for a Civil Service exam and are certified for permanent appointment effective the date of certification or any reasonable date thereafter.

Classified Service - All employees not elected by the people and/or described by New Jersey Statutes 11:4-4 and 11:22-2.

Unclassified Service - Employees elected by the people and/or not described by New Jersey Statutes 11:4-4 and 11:22-2.

Non-competitive positions - Positions for which the State Department of Personnel does not require than an exam be taken by an employee to obtain permanent status.

Competitive positions - Positions for which the State Department of Personnel requires that an exam be taken by an employee to obtain permanent status.

Seasonal employees - Employees hired during the summer season starting May 1, and whose employment will terminate no later than October 31.

Part-Time employee - One who works less than forty (40) hours in one work week and has regularly scheduled tours of duty.

Seniority - The length of employee's continued service as a correction officer in the Sussex County Jail from date of last hire which shall be utilized for shift selection, leave time selection,

and mandatory shift transfers. Seniority and merit will be considered as a factor for appointment to a promotional position in accordance with Civil Service Rules.

ARTICLE II - 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 III - RECOGNITION AND NEGOTIATING UNIT

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

ARTICLE IV - ASSOCIATION REPRESENTATION

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 V - 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, for the purpose of conducting normal

duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with the work being performed or with proper service to the public.

ARTICLE VI - 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 VII - 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 Civil Service 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 VIII - DUES CHECKOFF AND AGENCY SHOP

A. 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.

B. 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 reentry 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 representative 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 requirement of N.J.S.A. 34:13A-5.5 et seq. are satisfied (including the establishment of a Demand and Return System).

The Association agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Employer at the request of the Association under this Article.

ARTICLE IX - PAY PERIODS

All employees shall be paid on a bi-weekly basis. Pay day is every other Wednesday. In most cases, for full time salaried employees the pay periods will run from Wednesday to Tuesday.

ARTICLE X - OVERTIME

Any employee scheduled to work in excess of 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 forty (40) hours. An employee "called out" on an emergency basis shall be paid time and one-half for all hours actually worked with a minimum guarantee of four (4) hours straight time, which includes time actually worked. An employee required to remain after the end of his/her shift, shall

be paid one hour's overtime wage for any part of the hour worked (i.e. 15 minutes = 1 hour; 30 minutes = 1 hour; 1 hour and 15 minutes = 2 hours; 1 hour and 20 minutes = 2 hours).

Administrative Overtime: An officer required to remain on the job to complete the booking of an inmate, shall be paid an hour's (overtime) wage for any part of the hour worked as aforementioned.

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.

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

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 of, or need for overtime for budget purposes.

Shift Overlap: All Correction Officers who are required to report for duty (fifteen (15) minutes) prior to the shift shall be paid a lump sum of \$400.00 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.

Effective January 1, 1994, the lump sum payment of \$400.00 shall be increased to \$500.00 per annum.

Those employees holding the rank of Sergeant and/or Lieutenant shall receive payment as is currently provided.

ARTICLE XI - MEDICAL BENEFITS

(A) Employees who regular work week is at least twenty (20) hours or more shall receive Blue Cross/Blue Shield, Rider J and Major Medical Insurance. Coverage shall begin the first of the month after two (2) months of employment providing the proper application is completed and filed with the Central Personnel Department. The plan includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County.

(B) The employer shall provide employees whose regular work week is at least twenty (20) hours or more with a \$2.00 co-pay prescription program, which includes coverage for the employee and eligible immediate family members and shall be fully paid by the employer.

(C) Upon receipt of enrollment applications from eligible employees, the employer shall provide employees whose regular work week is at least twenty (20) hours or more per week with a basic dental program, known as Program I-B, as outlined by the Delta Dental Plan. The plan includes coverage for the employee and

eligible immediate family members and shall be fully paid for by the Employer.

(D) The Employer also agrees to reimburse eligible employees for their premium charges under Part B of the Federal Medicare Program for themselves and their spouses, provided a County Voucher is submitted by the employee to the Treasurer's Department. Such vouchers are to be submitted during July and January for the previous six (6) months.

(E) The Employer shall pay the premium charges for certain eligible retirees and their eligible dependents (but not excluding survivors) for Blue Cross, Blue Shield and Rider J and Major Medical insurance provided such persons retired from the County service after twenty-five (25) years or more of contributions to the pension system and provided such retiree apply for coverage under Part B of the Federal Medicare Program. The Employer will also reimburse such retirees for their premium charges under Part B of the Federal Medicare Program for themselves and their spouses, provided a County voucher is submitted to the Personnel Department. Such vouchers are to be submitted during July and January for the previous six (6) months.

(F) Upon an employee's termination, health insurance coverage will be discontinued the first of the month after one (1) month. The prescription and dental programs shall be discontinued the first of the month following the termination date, in accordance with insurance carriers regulations.

(G) All rights, benefits, eligibility requirements, etc.,

shall be governed by the applicable policy of insurance.

(H) Effective July 1, 1991, and prospectively thereafter, if an employee retires with twenty-five (25) years or more of pension contributions, the County will pay for eligible employee's prescription program and dental program and dental program premiums for the rest of the employee's life and for the employees immediate family members. The County does not pay for coverage for survivors but those survivors could be continued for a maximum of thirty-six months under the Federal COBRA program by paying those premiums themselves.

ARTICLE XII - HOLIDAYS

The thirteen (13) legal holidays presently observed shall continue to be observed under this Agreement:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	General Election Day
Veteran's Day	Thanksgiving Day
Christmas Day	

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

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 work day.

To be eligible for holiday pay or the compensatory day in lieu

of holiday pay, an employee must work the last scheduled work day 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.

All employees covered by this Agreement agree to request (in a timely fashion) and use seven (7) holidays by June 30th of each year. If the employee has used the seven (7) holidays (or compensatory day in lieu of) by June 30th, he/she may request to use the remaining six (6) holidays (or compensatory day in lieu of) in the second half of the Year (July 1 through December 31). Employees who are denied use of requested compensatory holiday time off due to staffing or work schedule requirements of the Department shall not be deemed to have failed to meet the requirements stated herein. If the employee has used the seven (7) holidays (or compensatory day in lieu of) by June 30th, he/she may be paid for a maximum of two (2) unused holidays in the second paycheck of December of each year.

If the employee has not used seven (7) holidays by June 30th, the employer shall schedule all 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.

ARTICLE XIII - VACATIONS

All 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

Employees must complete the above years of service before the vacation days will be credited January 1 of the following year. Example: Officer completes eight (8) years of service July 1, 1986, he/she will be credited with fifteen (15) vacation days as of January 1, 1987.

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 pro-rata 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.

Employees shall submit requests for vacation times for five (5) consecutive work days 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) working days. The requested vacation shall be scheduled where practicable on the basis of seniority. Vacations of more than five (5) consecutive work days should be requested in writing four (4) working days, where possible, before the requested vacation leave. The Department Head should answer the request in writing no later than two (2) working days before the requested vacation leave.

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

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

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

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Employer or designee unless the he 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 XIV - SICK LEAVE

All 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.

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

Employees absent from work on sick leave shall submit themselves to a physical examination monthly by the County physician, who shall make a report to the Employer as to said employee's ability to return to work. If the County Physician should determine that the employee could return to work, but is not qualified to perform his/her regular duties, the Employer shall determine what other type of work duties, if any, shall be assigned to each employee.

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

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 XV (a).

The parties agree to adhere to Civil Service Rule 4:1-17.1 et seq.

ARTICLE XV - PERSONAL LEAVE: BEREAVEMENT LEAVE: JURY DUTY

(a) Personal Leave: All employees shall receive three (3) days per year for personal business, non-cumulative unless prevented by the Department Head or the Employer due to exigencies of the work from taking them; in which case they are to be carried over into the next calendar year. No personal days shall be taken for less than a half day.

(b) Bereavement Leave: All employees shall receive three (3) consecutive working days leave in the event of the death of a spouse, child, step-child, son-in-law, daughter-in-law, parent, step-parent, father-in-law, mother-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandparents and grandchildren; such leave being separate and distinct from any other leave time. The employee shall be allowed three (3) working days per incident.

(c) 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 XVI - LEAVE OF ABSENCE

(a) The appointing authority with the approval of the Employer may grant the privilege of a leave of absence without pay to a permanent employee for a period not to exceed six (6) months at any one time and provided all vacation time earned is used first. Such leaves may be renewed for an additional period of six (6) months only by formal action of the appointing authority. A leave of absence for a temporary or provisional employee may not be

granted.

The employee on leave of absence shall be responsible for payment of all hospitalization coverage premiums. Failure to reimburse the County for these premiums within sixty (60) days or provide substantial reason for not reimbursing the County will result in the cancellation of the employee's coverage. The employee shall not be reimbursed for Medicare B during leave of absence.

Employees on leave of absence shall not accumulate or be eligible for vacations, sick leave, Personal leave or holidays.

(b) Maternity Leave of Absence: An employee shall notify the Department Head, appointing authority and the Personnel Office of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave without pay as aforementioned. A maternity leave of absence shall be for a period of not more than one year (two consecutive six (6) month periods). 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.

An employee on maternity leave shall be subject to all regulations as aforementioned.

Military and all other leave shall be granted in accordance with N.J.A.C. 4:1-17 "Leaves of Absence". When 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.

(c) Medical Leave of Absence: If an employee is granted a medical leave of absence, the County will pay for the first three (3) months of health benefits, prescription and/or dental coverage. The employee is responsible for their share of the health maintenance organization. To be eligible for this three (3) months of coverage paid for by the County, the employee must provide a physician's statement indicating the employee cannot work.

Employees taking a leave of absence for other than medical reasons are responsible for reimbursing the County for all health benefits/health maintenance organization premiums, prescription premiums, and/or dental premiums.

ARTICLE XVII - WORKER'S COMPENSATION

Employees entitled to receive Worker's Compensation Insurance, shall be paid their regular salary for the first five (5) days after injury on the job, without charges against their sick leave, vacation time, or personal leave, but thereafter the employee shall be paid his/her Worker's Compensation insurance payment as determined by the proper authorities. However, the time that the employee shall be paid for Worker's Compensation Insurance payments shall not be charged against his/her sick leave, vacation time or personal leave, but said employee shall be paid for any holidays which may occur during the time that he/she is receiving compensation.

Further, during the time that the employee is receiving

Worker's Compensation Insurance, the Employer shall assume both the its share and the employee's share of pension costs (but not contributory insurance and the costs for all health benefits, excepting however, if the employee fails to reimburse the County for contributory life insurance).

ARTICLE XVIII - GRIEVANCE PROCEDURE

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

Any employee wishing to process his/her own grievance may do so, but said settlement shall be made consistent with the terms of this Agreement.

STEP ONE

The aggrieved employee and the Association representative shall present the employee's grievance to the employee's immediate supervisor within ten (10) working days of its occurrence 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 to the employee and the Association representative within three (3) working days.

STEP TWO

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 Jail Administrator 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 Jail Administrator 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 Association representative within five (5) working days.

STEP THREE

Should the grievant disagree with the decision of the Jail Administrator, the grievant may, within seven (7) working days after the response by the Jail Administrator is due, submit to the Sheriff by service upon him, 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 Jail Administrator's decision is incorrect and shall specify the provision or provisions of this Agreement alleged to be violated. The Sheriff or his designee shall review the decision of the Jail Administrator together with the statement submitted by the grievant and such other evidence as may be submitted. The grievant may request to appear before the Sheriff or his designee. The Sheriff retains the right to deny such request or to grant it subject to such conditions and limitations as the Sheriff may deem appropriate.

The Sheriff will render his decision to the grievant and the Association representative within ten (10) working days after the meeting at which the Sheriff has completed his review.

STEP FOUR

Should the grievance not be settled by Step Three, if the aggrieved is a permanent employee he/she shall pursue the remedies offered by the Civil Service Act. If the employee does not submit the grievance to the Civil Service Commission, the matter may be processed as follows if arbitrable:

If no settlement of the grievance has been reached between the parties and if the grievance involves an arbitrable dispute, either the Sheriff or the Association or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the Sheriff or within thirty (30) working days of the time when the answer in writing from the Sheriff was due. The only issue which shall be arbitrable is an issue which concerns a disciplinary matter which is not reviewable under Civil Service Regulations.

ARBITRATION

Any party wishing to move an arbitrable grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Sheriff and the Association. If the Sheriff 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 Sheriff and the Association. The arbitrator shall interpret this Agreement as written and shall not alter, amend or add to the terms of this Agreement.

EXTENSIONS AND MODIFICATIONS

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

ARTICLE XIX - PART TIME EMPLOYEES

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, pro rata. Such employees shall be credited with pro rata sick, bereavement, personal leave, vacation and holiday leave. Employees considered part time, on call, shall receive no benefit leave time.

Part time employees must work a minimum of twenty (20) hours per week to be eligible for health benefits. Part time, on call, employees shall receive no health benefits.

Part time competitive employees are required to become certified by Civil Service. Part time non-competitive employees are required to successfully complete the working test period of four (4) months. Upon permanent appointment, all part time employees shall enroll in the appropriate pension system.

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.

ARTICLE XX - PROMOTIONS

Promotional positions shall be filled in accordance with Civil Service Rules. Notice shall be posted at the earliest possible time that a promotional vacancy is to be filled.

An employee at the maximum pay rate for his/her class of employment shall be given the opportunity to advance to the next higher class where available, provided there is a vacancy and provided the employee has the required qualifications and ability.

No employee shall receive a pay cut on promotion. If an employee is at a rate lower than the minimum rate of the higher job to which he/she is being transferred, he/she shall receive said minimum rate.

An employee serving provisionally under promotional procedures shall be paid for the provisional title effective the date of provisional appointment. If the employee fails the promotional exam or is not eligible for appointment, his/her salary shall revert to the previous permanent title until certified at the promotional title.

The Employer and the Association agree to meet before the appointing authority calls for a promotional exam affecting employees in the unit.

ARTICLE XIX - 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 XXII - EMPLOYEE EXPENSES

Employees required to use personal vehicles in the pursuit of proper and necessary County business shall be reimbursed at the then existing County rate per mile or pursuant to Employer policy, if increased. All such personal car mileage shall be submitted on travel vouchers and such mileage shall be computed on a destination basis. Odometer readings are necessary on travel vouchers for reimbursement.

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 XXIII - SAFETY

The Employer agrees to provide safe and adequate working areas and equipment. The Association reserves the right to call upon the Employer to investigate any matter involving work areas or equipment. Such request will only be made where the Association feels that the employee is subject to possible impairment of safety and health. The Employer will appoint a member of the Association to the Safety Committee if one exists, or in the alternative, the Employer agrees to appoint a member of the Association to the committee or commission or other public body charged with the responsibility of maintaining adequate health and safety for the employees.

ARTICLE XXIV - DEFENSE FOR MEMBERS

Whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the Sheriff shall provide said member with necessary means for the defense of such action or proceeding, other than for his/her duties in a disciplinary proceeding instituted as a result of a complaint on behalf of the Employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the County shall be dismissed or finally determined in favor of the member, he/she shall be reimbursed for the expense of his/her defense. (40A:14-177).

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 work day. 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 (eg., 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 Personnel Director before payroll action will be instituted.

ARTICLE XXV - UNIFORM ALLOWANCE

The Employer agrees to a uniform allowance under the following conditions:

1. New employees shall receive on date of hire the following:
 - 2 shirts, 1 name plate, ID, 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). If the stock does not provide a full uniform, a County voucher will be provided to complete the purchase of two complete uniforms as specified above. The amount of the voucher shall be deducted from the allowance issued upon completion of ninety (90) days of service.
2. Full time officers shall be issued a full allowance of

\$525.00 upon completion of ninety (90) days of service and upon favorable recommendation of the Department Head. Each year thereafter, full time officers shall be issued \$262.50 allowance. This amount is to be paid with the first paycheck 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.

Effective January 1, 1995, the full clothing allowance shall be increased to \$600.00 upon completion of ninety (90) days service, and thereafter an allowance of \$300.00 in the first paycheck of April and October of each year.

3. Part time officers with a designated number of hours per week shall receive a pro rata amount of the uniform allowance.

4. Part time or call officers will be issued uniforms from the stock of returned used uniforms. A County voucher will be provided for the purchase of two full uniforms.

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

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

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.

8. At the end of 90 days, initial purchase shall (for full

time employees) consist of: 2 name plates, 1 whistle with chain, 1 set of collar tabs, 2 shirts, 2 pants, 2 flag emblems, 2 department patches, 1 pair of shoes, 1 jacket, 1 tie, 1 belt and 1 hat with trim (if required issue).

9. 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 pays.

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

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

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

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

14. 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.

15. 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.

16. Conditioned on the requirement to purchase a new uniform hat, modifications and/or additions to the uniform mandated by the

Employer shall be permitted but with no cost to the employee.

ARTICLE XXVI - TUITION ALLOWANCE

The Employer agrees to appropriate monies totaling Five Hundred (\$500.00) Dollars annually (non-accumulative under State regulations) to provide a fifty (50%) percent tuition reimbursement to employees of Sussex County who take a course which is clearly job related. This program will be administered by the Personnel Director.

An employee must be full time and permanent. The Employer will reimburse fifty (50%) percent of the costs of tuition and registration for all courses taken in accredited institutions approved by the Personnel 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 Personnel Department. The request must be presented to the employee's Department Head for initial approval and the Personnel 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 Personnel Director 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 Personnel

Department.

When the Five Hundred (\$500.00) Dollars appropriated is expended, there will be no further reimbursements during the fiscal year. This program shall be subject to any and all regulations as set by the Personnel Director.

Other Training: The Employer agrees to coordinate and establish a training program for employees covered by this Agreement. An employee required to satisfy any recertification or requalification for the on-duty use of firearms shall be paid at the time and one-half rate for hours worked outside of the employee's regularly scheduled tours of duty.

ARTICLE XXVII - NO STRIKES

The Association assures and pledges to the Employer that its goal and purposes are such that it does not condone strikes or threats thereof by public employees, or work stoppages, slow down or any other such actions which would interfere with service to the public or violate the Constitution and the Laws of the State of New Jersey; and the Association and the employees agree they will not initiate or participate in such activities nor advocate or encourage members of the unit to initiate or participate in the same; and the Association will not support anyone acting contrary to this provision.

The Employer agrees that there shall be no lock out of employees during the term of this Agreement.

ARTICLE XXVIII - DISCRIMINATION

No employee shall be discharged or discriminated against because of age, race, creed, sex, color, ethnic background, political affiliation or Association activity. The Employer reserves the right to discipline or discharge any employee for just cause.

ARTICLE XXIX - ADHERENCE TO CIVIL SERVICE RULES

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

ARTICLE XXX - 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 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 Rules.

ARTICLE XXXI - RIGHTS AND PRIVILEGES OF THE ASSOCIATION

The Employer agrees to make available to the Association all public information concerning the financial resources of the Employer, and such information which may be necessary for the Association to process any grievance or complaint.

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.

Association representatives shall not use the 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.

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.

The Association may use County buildings at reasonable hours when authorized and appropriately scheduled by the proper authority.

The Association may have reasonable use of designated facilities and equipment when not otherwise in use.

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.

An Association representative required to attend a state or national convention or meeting for the Association, shall provide the Department Head with a written notice, signed by an Association official, specifying the exact dates and times. This notice should be provided at least two (2) weeks before the scheduled convention or meeting, sooner if possible. The representative shall lose no pay while attending this convention or meeting.

Other convention leave with pay shall be in accordance with Civil Service Rule 4:1-17.9.

ARTICLE XXXII - PERSONNEL FILES

Each employee shall have the right to inspect and review his/her own individual personnel file upon request to the Personnel Department 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 Personnel Department, and a secondary file may be

kept by the Department.

ARTICLE XXXIII - 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 XXXIV - NEGOTIATION PROCEDURE

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

ARTICLE XXXV - LABOR/MANAGEMENT MEETINGS

Upon written request by the Association and/or the Employer, a meeting with the representatives shall be scheduled regarding mutual problems. The written request shall specify the reason for the request and identify the matter to be discussed.

These meetings shall not be for the purpose of hearing a grievance or for negotiations. Specific dates shall be set for grievance hearings.

ARTICLE XXXVI - LONGEVITY

Employees must be full time permanent in order to be eligible

for longevity. Payment will be made in the twenty-fifth (25th) payroll of the year. Years of completed service shall be computed from December 16 of any given year to December 15 of the following year. Should an employee be on leave of absence during the year in December, he/she would receive longevity pro rata based on the number of months he/she actually worked. Should an employee retire under pension regulations (and only upon retirement) during the year in December, he/she would receive longevity pro rata based on the number of months he/she actually worked. Longevity shall be based from date of last hire and upon completion of the year listed in the following schedule:

YEARS OF SERVICE

0 - 4	0.0% of base annual salary
5 to 9	1.5%
10 to 14	3.0%
15 to 19	4.5%
20 to 24	6.0%
25 years and more	7.0%

Under pension regulations, longevity paid on a lump sum basis is not subject to pension contributions and, therefore, not creditable for pension purposes.

ARTICLE XXXVII - WORK IN HIGHER RANK

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.

ARTICLE XXXVIII - WAGES

a. The salary schedule and step increments for all employees covered by this Agreement shall be as set forth on the Schedules attached and represent a five (5%) percent increase in each year. Increases in wages, granted through this Award, shall be paid retroactive to January 1, 1993, and all "retroactive" monies due and owing hereunder shall be paid to PBA bargaining unit members within a reasonable period of time.

b. All new employees hired prior to October 1 of any given year shall move to the next step of the salary schedule on January 1 of the immediate succeeding year. Employees hired after September 30 of any given year shall receive the adjusted salary rate for the pre-October minimum salary level on January 1 of the immediately succeeding year, and shall move to the next step of the salary schedule on January 1 of the next succeeding year.

c. 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 January 1, 1991. Retroactivity shall not apply to any other employee who has left the employ of the Employer, prior to the signing of the Agreement.

d. 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 4:00 P.M. and midnight. The midnight shift shall be defined as the regularly scheduled shift in which the majority of the working hours fall between midnight and 8:00 A.M.

e. All new Correction 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 XXXIX - DURATION OF THE AGREEMENT

The terms and conditions of this Agreement shall be in force commencing January 1, 1993 and shall remain in effect and in full force through December 31, 1995.

Copies of this Agreement shall be distributed to all employees within the collective negotiating unit, the expense for the printing and distribution being borne equally by the parties.

Signed this 23rd day of August, 1995, by the duly authorized representatives of the parties hereto.

WITNESS:

By: Leive A. Morgan

WITNESS:

By: [Signature]

WITNESS:

By: [Signature]

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF SUSSEX

By: [Signature]

SHERIFF

By: [Signature]

POLICE BENEVOLENT ASSOCIATION
LOCAL No. 138

By: [Signature]

SALARY RANGES
COUNTY CORRECTION OFFICER

	<u>1993</u>	<u>1994</u>	<u>1995</u>
(A) Post Oct. 1 hirees	\$22,045	23,147	24,304
(B) Pre Oct. 1 hirees	23,392	24,562	25,790
(C)	24,482	25,706	26,991
(D)	26,062	27,365	28,733
(E)	27,642	29,024	30,475
(F)	29,589	31,068	32,621
(G)	31,169	32,727	34,363
(H)	32,749	34,386	36,105
(I)	34,292	36,007	37,807

SALARY RANGES
COUNTY CORRECTION SERGEANTS

	<u>1993</u>	<u>1994</u>	<u>1995</u>
Minimum	35,517	37,293	39,158
Step 1	37,354	39,222	41,183
Step 2	39,191	41,151	43,209
Step 3	41,641	43,723	45,909

SALARY RANGES

COUNTY CORRECTION LIEUTENANTS

<u>1993</u>	<u>1994</u>	<u>1995</u>
43,363	45,531	47,808