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A G R E E M E N T

Between

Middlesex County Board of Chosen Freeholders  
COUNTY OF MIDDLESEX

and

MIDDLESEX COUNTY PARK POLICE  
F.O.P. LODGE #95

x January 1, 1986 - December 31, 1986

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THIS AGREEMENT made this            day of  
between THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board  
of Chosen Freeholders (hereinafter referred to as the Employer) and  
MIDDLESEX COUNTY PARK POLICE, F.O.P. LODGE #95 (hereinafter referred  
to as the Association).

WHEREAS, the Association has been selected as the exclusive  
bargaining agent by the employees hereinafter to be defined, in accordance  
with Chapter 303 of the Laws of 1968; and

WHEREAS, said Association has been in negotiations with the  
Employer pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the Association and the Employer have agreed upon  
certain terms of employment as a result of the negotiations carried on  
pursuant to Law;

NOW, THEREFORE, subject to Law as herein provided, the parties  
hereto, in consideration of the following mutual promises, covenants  
and agreements contained herein, do hereby establish the following  
terms and conditions which shall govern the activities of the parties  
and all affected employees:

I. RECOGNITION:

The Employer hereby recognizes the Association as the sole and exclusive bargaining agent for all Middlesex County Park Police Patrolmen excluding Chief, Captain, Lieutenant and Sergeant.

## II. ASSOCIATION REPRESENTATIVES

The Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association Activities.

The Employer will not discriminate against any employee because of his exercise of his rights to form, join, organize, or support the F.O.P. or to refrain from such activity.

The elected representative of the F.O.P., Lodge #95, consisting of one (1) State Delegate and two (2) Convention Delegates, will be granted a leave of absence with pay to attend the annual F.O.P. Convention.

A certificate of attendance to the Convention shall, upon request, be submitted by the Representatives so attending. In addition, the duly elected State Delegate or his designee will be permitted to attend one (1) State Delegate Meeting and one (1) F.O.P. State Lodge Meeting, which is a total of two (2) days per month, with pay, when said meeting interferes with his regular work schedule. The duly elected State Delegate or his designee will be permitted to attend, with pay, any emergency meeting called by the New Jersey State Lodge, Fraternal Order of Police. A reasonable notice of planned attendance will be given to the Chief of Park Police.

The President of F.O.P. Lodge #95 shall be excused from duty, for attendance of the regular monthly meeting of the Local (Emergency Meetings included) for the amount of time reasonably needed to conduct

said meeting when these meetings interfere with his work schedule.  
Reasonable notice is to be given to the Chief of Park Police.

Permission shall be granted or denied on the basis of potential workload, manpower requirements and employer emergencies. "Emergency" means any situation which jeopardizes the public health, safety and welfare, as defined by state law or ordinance.

During contract negotiations the authorized representatives of F.O.P. Local #95 shall be excused from normal duties for the amount of time needed reasonably for the scheduled negotiations, provided their absence does not interfere with the normal work routine of the Department.

In the event that the Lodge President is incapacitated or is unable to carry out the functions of his office due to illness, vacation, or is otherwise unavailable, the Vice President of the Lodge shall have full power and authority to represent the Lodge for any and all business.

III. DUES - CHECK OFF:

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

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

The said F.O.P. Representative shall be appointed by resolution of the F.O.P. and certified to the Employer by the F.O.P.



IV. WAGES

A. Effective January 1, 1986, all eligible Officers on step shall receive a wage increase totaling \$1,926.00 comprised of a step and the agreed-to Negotiated Wage Increase as indicated in the increment table, which will be added to their previous December 31, 1985 base salaries.

Eligible employees covered herein shall then be paid within the following salary ranges:

PATROLMAN	START	\$21,276
	2ND STEP	\$22,016
	3RD STEP	\$22,756
	4TH STEP	\$23,496
	5TH STEP	\$24,236
	6TH STEP	\$24,976
	7TH STEP	\$25,716
	8TH STEP	\$27,350

B. Effective January 1, 1986, all Officers at maximum or exceeding maximum shall receive a Negotiated Wage Increase of six percent (6%) plus an additional four hundred and thirty dollar (\$430.00) inequity adjustment added to their previous December 31, 1985 base salaries.

C. Effective January 1, 1982, employees covered under the terms of this Agreement, in addition to the Negotiated Wage Increase, received a buy out sum of two hundred dollars (\$200.00) for a shift differential, added to their base salaries and remain in base. The ranges as stipulated in Section IV. Wages, Page 8 of this Agreement, reflect the buy out sum.

It is understood and agreed that the buy out sum of two hundred dollars (\$200.00) is a total and complete buy out for any and all shift differentials currently and for future bargaining.

Wages (Cont.)

D. It is further agreed to and understood that all Officers on staff prior to January 1, 1986 will be grandfathered through the existing increment table.

E. Newly hired Park Police Officers hired as of January 1, 1986 will be subject to a training starting salary of \$18,500, and will remain at this salary for a period of six (6) months, after which these Officers will move to an adjusted base salary of \$19,000 and will remain at this salary for the balance of the calendar year.

It is further agreed to and understood that there will be a \$1,200 five-step progression for a period of five years which will constitute the wage increases for the said five-year period:

<u>PATROLMAN</u>	<u>SALARY</u>
1ST YEAR	\$20,200
2ND YEAR	\$21,400
3RD YEAR	\$22,600
4TH YEAR	\$23,800
5TH YEAR	\$25,000

It is also further agreed to and understood that there will be a fixed maximum of \$25,000 for newly hired Park Police Officers hired as of January 1, 1986.

Officers reaching or exceeding their maximum will be subject to a Negotiated Wage Increase for the remainder of their time in service.

V. WAGE INCREASE ELIGIBILITY:

All employees in this bargaining unit being carried on the County payroll, or on approved leaves of absence will receive the wage increase negotiated with the following exceptions:

1. Employees employed prior to the execution of the contract and no longer on the County payroll at the execution date of this Agreement, will not be included in the wage increase (with the exception of retirees and deceased employees in which case payment will be made to his/her estate).

2. All step increases will be effective on January 1 of each succeeding year upon finalization of the contract for said year.

VI. PROMOTION:

It is understood that when an Officer is promoted in rank, he/she will receive the next pay step in that rank which is greater than his/her present salary.

Whenever the Chief or his designee assigns a Patrolman to the duties of a Sergeant, said Patrolman will receive Sergeant's rate of pay for said time worked.

VII. LONGEVITY:

In accordance with the longevity resolution as amended by the Board of Chosen Freeholders, all eligible employees are entitled to receive longevity based upon their base salaries (maximum base \$24,000) as of December 31st of the previous calendar year starting with the completion of the 8th year of service as follows:

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

VIII. MEAL ALLOWANCE:

All employees shall be entitled to receive a meal allowance of six dollars and twenty-five cents (\$6.25) when working a tour of duty consisting of twelve (12) hours or more.

Travel:

An Officer traveling outside the County for advanced or specialized training, provided same has been approved by the Chief, using his/her own means of transportation, will be paid for mileage at the prevailing County rate per mile.

Damage to Personal Property:

If, in the performance of duty, a Park Police Officer suffers damage to any authorized personal property, he will be reimbursed on a reasonable replacement cost on a fair wear and tear basis, provided said loss was not intentionally caused by said Officer. Proof of damage will be provided and substantiated. Each incident will be judged on its own merit by the Chief or his/her designee.

IX. UNIFORMS:

A. New Officers - All new permanent Officers will be issued all clothing and equipment for training purposes, as mandated by the Middlesex County Police Academy, prior to their start at the Academy.

Prior to graduation of the Academy, the new permanent Officer will be supplied a complete uniform inventory by the Chief of Park Police as described in subsection C of this section.

From date of hire to date of complete uniform inventory issue, the new Officer will receive twelve dollars and fifty cents (\$12.50) per month uniform maintenance allowance.

From date of complete uniform inventory issue to twelve (12) months thereafter, the new permanent Officer will receive twelve dollars and fifty cents (\$12.50) per month uniform maintenance allowance.

Starting with the thirteenth (13th) month following the complete uniform inventory issue and prior to January 1st of the following year, the new Officer will receive forty-one dollars and sixty-six cents (\$41.66) per month as a uniform purchase and maintenance allowance. Thereafter, they will receive five hundred dollars (\$500) yearly as an annual uniform purchase and maintenance allowance in accordance with subsection C of this article.

Uniforms (Cont.)

B. The complete inventory will be as follows:

1. Two (2) Winter Trousers
2. Two (2) Summer Trousers
3. Two (2) Long Sleeve Shirts
4. Two (2) Short Sleeve Shirts
5. Two (2) Ties
6. One (1) Summer Hat
7. One (1) Winter Hat
8. One (1) Blouse
9. One (1) Winter Coat (Leather Jacket)
10. One (1) Black Belt
11. One (1) Coveralls

All payments for uniform purchase and/or maintenance, pro-rata or otherwise, will be paid one-half in January and one-half in July of each year.

C. Employees leaving County employment before completing a year's employment will have deducted from their last pay the amount accruing to the County at the rate of twelve dollars and fifty cents (\$12.50) or forty-one dollars and sixty-six cents (\$41.66) per month, whichever applicable for each month less than the year.

D. It is understood and agreed that the five hundred dollar (\$500) payment is for the purpose of maintenance and purchase of the uniform inventory as described in subsection C.

E. If at any time it is deemed necessary for the Chief of Park Police to add to or alter the present uniform inventory, the



Chief will provide the additional issue initially. Thereafter, the issue will be maintained by the Officer.

F. The Chief will provide an authorized list of retailers who meet the required uniform specifications.

G. The employer agrees to provide one-half ( $\frac{1}{2}$ ) the cost up to one hundred twenty-five dollars (\$125) toward the purchase of a bullet proof vest approved by the I.A.C.P. on a voluntary basis. Proof of purchase must be supplied to the Chief of Park Police.

It is understood and agreed that the present life expectancy of a bullet proof vest is three (3) years. The employer agrees to provide one-half ( $\frac{1}{2}$ ) the cost up to one hundred dollars (\$100) at the beginning of each fourth (4th) year from previous purchase.

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

H. The employer agrees to provide riot gear to be carried in the Superior Officers patrol cars. Each car will carry two (2) riot helmets and two (2) riot sticks (long).

X. OVERTIME

All personnel, when held over or called in beyond the normal scheduled working day, will receive one and one-half ( $1\frac{1}{2}$ ) times their hourly rate of pay.

Any hour worked shall not be pyramided or used again for computing pay in excess of the normal work week or for any other pay.

When an Officer is required to appear in Court on his off duty hours, he will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) for a minimum of three (3) hours. Any time spent in excess of three (3) hours will be paid at time and one-half ( $1\frac{1}{2}$ ).

When an Officer is required to appear in court on his off duty hours for other than Park Police-related violations, the time to be paid will be recognized in accordance with N.J.S.A. 40:37-262 Park Police: Powers of Arrest, and will be subject to the review of the Chief or his/her desigee of the Park Police:

The members and officers of the park police may arrest on view and without warrant, and conduct before the municipal court of the municipality in which the arrest is made, or the municipal court of a neighboring municipality, any persons found violating the rules and regulations adopted by the board of chosen freeholders for the protection, preservation, regulation and control of the parks and parkways, and all property and other things therein, and in addition while on duty anywhere within the territorial limits of the county, shall have the same powers for the enforcement of the laws of this State and the apprehension of violators thereof as are conferred by law upon police officers or constables.

Overtime (Cont.)

EQUAL OVERTIME OPPORTUNITY: All overtime shall be distributed equally and by seniority from a list maintained by the Shift Commanders in the Communication Office. The overtime list will be kept on a monthly basis and by seniority, i.e., in the left hand column reading down, will be placed the Patrolmen's names by seniority. The list will show the month and days of the month reading from left to right. Extreme right hand column will show total hours for the month. Overtime will be recorded as follows:

"R" means contact made, overtime refused and will be considered as overtime worked.

"A" means overtime accepted and worked.

A "Blank Space" will denote contact not made, Holiday, Sick Day (Injury), Vacation Day, or Personal Day.

A. If an Officer is not at home when called, this will not constitute a refusal and that Officer's name will remain at it's proper position on the list. If no Officer from the list can be reached, the Officer in charge will cover the post with anyone available or order the Officer already on duty to remain on post as an emergency situation will then exist. This section will be done in a fair manner in which all Officers on duty will have equal opportunities.

B. Any Officer may decline in writing any period of overtime offered to him without explanation except in an emergency situation. The Chief or his designee will decide when a shortage in manpower equates to an emergency.

Overtime (Cont.)

C. A log will be kept for the purpose of recording all calls made from the overtime list. The Officer in charge will enter the date, time Officer's name and the result of each call he makes from the list. The Officer in charge will sign the log. The log will be posted in a conspicuous place within Headquarters and be available to all Officers at any time. Copies of log will be held for one (1) year.

D. When an Officer is off duty and is required by the Department Head to appear in Court, or a Departmental Hearing as a result of an incident arising out of his employment, he shall be paid at the overtime rate.

E. Overtime will be defined as any duty performed:

1. When an employee is on a regular day off.
2. Beyond normal eight (8) hour shift.
3. Overtime rate will be paid as per past practice at one and one-half ( $1\frac{1}{2}$ ) times.

F. When an Officer is called into work from his off-duty hours, he will be guaranteed four (4) hours overtime pay. It is understood that the Commanding Officer may use the services of the Officer called in to the extent of four (4) hours.

Superior Officers will not be included in the Patrolmen overtime list.

It is understood and agreed that this section does not apply to emergency situations.

"Emergency" means any situation which jeopardizes the public health, safety, and welfare, as defined by state law or ordinance;

Overtime (Cont.)

and requires alteration of scheduled work hours, shifts, and/or personnel assignments or any unforeseen circumstances.

Except in such emergencies, police officers shall be provided with twenty-four hour notice when work schedule or duties are changed (reporting to and from substations).

XI. MEDICAL BENEFITS:

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

B. Health Maintenance Organization (H.M.O.): Several Health Maintenance Organizations are available to the employee as an alternate to Blue Cross-Blue Shield, Rider J, and Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

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

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

Medical Benefits (Cont.)

the Modified Plan, \$9.40 per month. In addition, the Employer will contribute \$10.32 per month toward the dependent coverage of the employee in the Family Plan. The employee will contribute \$28.62 per month. Total amount for dependent coverage in the Family Plan, \$38.94 per month.

D. Drug Prescription Plan: All eligible employees and eligible employees' family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay of one dollar and twenty-five cents (\$1.25) per prescription by the employee.

E. Payment of Blue Cross-Blue Shield Premiums for Retirees: Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally Administered Retirement System, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums.

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

Eye Examination - \$35.00

Lenses and Frames combined -or- Contact Lenses - \$45.00

Medical Benefits (Cont.)

This reimbursement shall not exceed and is limited to a total of \$80.00 for a combined cost for the above.

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

G. Extended Medical Benefits: Employees who are on approved leaves of absence will be granted a 90-day extension of medical coverage during a medical leave of absence. This shall be in accordance with the current County medical coverage policy.



XII. HOLIDAYS:

The present holiday schedule in effect is to be adhered to and also to be observed are any additional holidays declared by constituted officials of the County, State, or Federal Government provided said holiday has been recognized by the Board of Chosen Freeholders.

HOLIDAY COMPENSATION: When a holiday falls within a given month, and an Officer is scheduled to work, he will receive time and one-half ( $1\frac{1}{2}$ ) at his regular hourly rate for said shift and he will be scheduled a day off during the course of the month that the holiday occurs. Due consideration will be extended to a request made for a specific day to be scheduled off. The employee shall have the discretion as to whether he shall be paid at his straight hourly rate in lieu of the day off and shall exercise such discretion either immediately before or immediately after completing the working of said shift.

When a holiday falls within a given month and an Officer is not scheduled to work, he will be scheduled a day off during the course of the month that the holiday occurs. Due consideration will be extended to a request made for a specific day to be scheduled off. The employee shall have the discretion as to whether he shall be paid at his straight hourly rate in lieu of the day off and shall exercise such discretion either immediately before the holiday or immediately after.

The exception to the foregoing is an employee may bank any three (3) holidays per year. These holidays may be taken at the request of the employee provided the holiday to be taken off has been approved by the department. This request is to be submitted twenty-one (21) days prior to the posting of the work schedule. During June, July, and August, no holidays may be taken on Saturday and Sunday. The three (3) major holidays (Memorial Day, July 4th, and Labor Day) will be scheduled work days for all employees at the discretion of the Department.

All unused holidays will be paid at straight time at the end of the year. Holidays may not be carried over to the next year.

XII. PERSONAL DAYS:

All full-time employees shall have four (4) personal days. Personal days may be taken on separate days; however, the employee will give the employer one (1) day notice (24 hours) for each personal day to be taken. New employees shall accrue one personal day at the end of each third (3rd) month of employment and severance pay shall be calculated considering personal days on the basis of one (1) accrued personal day per third (3rd) month of employment completed in the year said employment is terminated.

It is further understood and agreed that personal days can be requested by an employee on notice to his Supervisor of an employee's emergency situation that may occur prior to an employee's scheduled starting time. However, documentation will be necessary as to the reason for his/her emergency request for the time taken.

For other than employee's emergency time, it is agreed that the one (1) day notice for a personal day to be taken will be strictly adhered to with a full understanding that the granting of a personal day will depend on and be related to the Chief's or his designees during normal work week review and proper manning levels of designated duties of the Park Police.

Personal days may not be accumulated from year to year.

XIV. POSTING OF JOB VACANCIES:

All job vacancies in the Middlesex County Park Police Department shall be posted on the necessary bulletin boards for a period of at least two (2) weeks.

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

1. One (1) copy to be retained by Officer applying.
2. One (1) copy to Department Head.
3. One (1) copy to the Chief.
4. One (1) copy to the Association.

B. In the selection of an applicant, seniority will be given consideration, recommendations of applicant's supervisors to also be considered, the Chief having the right to the final selection of the applicant.

C. The applicant selected will be notified, in writing, and assigned within two (2) weeks following termination of the posting period.

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

E. Expired posted notices will be retained by employer for three (3) months.

F. Filling of job vacancies on a permanent basis will be subject to Civil Service Rules and Regulations.

XV. BEREAVEMENT:

All employees shall receive three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunts and uncles and any other member of the immediate household, such leave being separate and distinct from any other time.

It is understood and agreed that this bereavement leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) working days next following the day of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

XVI. VACATIONS:

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

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

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

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

Vacations (Cont.)

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

Vacations may be taken during any part of the year, provided they do not interfere with the normal operations of the Department and in serving the best interests of the public at large.

However, it is agreed to and understood that exceptions to the prescribed rule will be reviewed with scheduling and/or openings for vacations as permissible.

It is understood and agreed that yearly vacations will be chosen by seniority on a rotating basis. The most senior man on a squad may choose one (1) vacation period consisting of not less than three (3) days or more than a maximum of four (4) consecutive days of his/her total yearly earned vacation days between the period beginning May 15th and ending September 15th of the contract year.

It is further agreed to and understood that for the period of time from September 16th ending May 14th, vacations may be taken on the availability of open vacation time and not restricted to a maximum of seven (7) days.

The most senior man on a squad will then be placed at the bottom of the vacation list and the second senior man will choose one (1) vacation period in only the manner as set forth above.

It is also further agreed to and understood that when a police officer is scheduled off on the weekend, he will be permitted to take his vacation in conjunction with the said weekend.

Vacations (Cont.)

Police Officers scheduled to work on the weekend between the period beginning May 15th and ending September 15th will not be permitted to schedule vacations covering this period of weekend time.

Banked holidays will not be taken in conjunction with vacation scheduling between the period beginning May 15th and ending September 15th of the contract year.

All officers must submit their requests for vacations by March 15th of each year. If requests are not submitted, the officer(s) will lose their place in seniority and vacations will be scheduled at the discretion of the Chief of Park Police. All officers are to be notified of approval by April 30th.

It is understood vacations normally run from Monday through Friday in not less than three (3) day or more than four (4) consecutive day segments.

The Chief of the Park Police and/or his/her designee, with all due consideration, will govern approval or disapproval of vacations for the Park Police Line Officers.

Vacations of Superior Officers will not prevail or interfere with Patrolmen's vacations.



XVII. SICK LEAVE:

A new employee shall earn sick leave at a rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month on a month to month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

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

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

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

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

During the time that the Personnel Office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the employee will be

recredited to the employee and the sick leave injury will be retroactive to the date which is determined by the effective date of the Freeholder resolution adopting same.

Furthermore, all of the requirements of N.J.S.A. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an injury leave as more fully set forth in the Codified General Resolutions of the County of Middlesex.

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

XVIII. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT:

Employees covered under the terms of this agreement shall be entitled upon retirement to receive a lump sum payment, as supplemental compensation one-half ( $\frac{1}{2}$ ) payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000) which is credited to him/her on the employment record and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

XIX. CIVIL ARREST INSURANCE COVERAGE:

The Employer agrees to false arrest insurance coverage for employees who are named defendants in civil liability actions related to activities within the scope of their employment.

XX. ADHERENCE TO CIVIL SERVICE RULES:

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

XXI. GRIEVANCE PROCEDURE:

Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment.

Step 1 - The employee shall present the grievance or dispute to his immediate supervisor verbally within fifteen (15) working days of its occurrence. The Supervisor shall attempt to adjust the matter and shall respond verbally within twenty-four (24) hours.

Step 2 - If the grievance has not been settled, it shall be presented within five (5) working days in writing by the Association Representative to the Chief of Park Police, after the Supervisor's response is due. The Chief or his designee shall respond to the Association Representative in writing within five (5) working days. (Working days are to be considered as Monday to Friday).

It is understood that employees and the Association Representative must sign individual grievances. Grievances without an employee's and the Association Representative's signature shall not be accepted or processed.

Step 3 - If the grievance remains unadjusted to the satisfaction of the grieved or unanswered by the Chief, it shall be presented by the Association Representative to the County Park's Superintendent, in writing, seven (7) working days after the response of the Chief is due. The

Superintendent or his designee shall respond within ten (10) working days in writing to the Association Representative.

Step 4 - If the grievance still remains unadjusted to the satisfaction of the grieved or unanswered by the Superintendent, it shall be presented by the Association Representative to the County Personnel Director, in writing, seven (7) working days after the response of the Superintendent is due. The Personnel Director or his designee shall respond within ten (10) working days in writing to the Association Representative.

Step 5 - If no settlement of the grievance has been reached between the parties, either one (1) or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the Personnel Director or his designee.

ARBITRATION: Any party wishing to move a 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 Employer and the employees. If the Employer and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The Arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing, which shall be advisory. The cost of the Arbitrator's fee shall be shared by the Employer and the Association. The party requesting a transcript shall bear the cost for such. Time extensions may be mutually agreed to by the Employer and the employees.

Grievances pertaining to discipline are understood and agreed to be non-arbitrable and are governed under N.J.A.C. Title 4, Civil Service Rules.

The duly elected Association Representative shall be excused from his normal duty assignments to process grievances, so long as such visits do not interfere with proper services or ongoing workday schedules.

It is understood and agreed that any settlement of a grievance is limited to the date of filing of said grievance.

The extension of grievance processing time may be extended by mutual consent of both parties, not to exceed ten (10) working days.

Grievances not brought forward within the specified time limits prescribed herein, shall not be considered timely and shall be void.

The grievance procedure, as contained herein, shall be strictly adhered to.

The party requesting a transcript of any hearings shall bear the cost of such.

A grievance which is unanswered is considered to be a denial.



XXII. TRANSFER INTO PARK POLICE:

Effective January 1, 1976 and covering the contract year 1975, it is agreed that a transfer into the Park Police Department from another Middlesex County Government Law Enforcement Title shall be effected under the following conditions:

1. Transfer will be subject to Civil Service Rules and Regulations and mutual agreement of Department Heads concerned.
2. Start of new employment will take place immediately after leaving former employment.
3. Benefits earned, such as vacation, sick days, etc., will be transferred with the employee.
4. Salary in the new position will be commensurate with an employee in the Park Police Department having approximately the same service time.
5. It is understood that the first effective wage date of this policy is January 1, 1976.

XXIII. PERSONNEL FILE:

It is understood and agreed that the files maintained by the Chief of Police, the County Personnel Director, and the Superintendent of the Parks are the official personnel files for all officers. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any person, for any reason whatsoever.

Any member of the Department may by appointment review his personnel file but this appointment for review must be made through the Chief or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

All personnel file entries concerning minor written reprimands will be removed from the Officer's personnel file twenty-four (24) months from the date of entry providing there is no re-occurring like disciplinary action taken within the twenty-four (24) month period. If there is a disciplinary action taken within the said period, the file shall be kept until such time that there is a period of twenty-four (24) months without disciplinary action at which time the record of discipline shall be removed from his file.

When an Officer is the subject of any discipline, it is understood and agreed that a P.B.A. Representative may be present when requested by the Officer.

When an Officer is the subject of any investigation, it is understood and agreed that a F.O.P. Representative may not be present.

XXIV. EXCHANGE OF DAYS OFF:

A. The Chief or his designated representative may grant a request of any member of the Department to exchange hours, duty, days off, or shifts subject to standard rules and regulations pertaining to all members who make this request. The Officer(s) making such request shall do so with a memo to the Chief through the Squad Leader.

B. The Department Rules and Regulations in effect shall be those to be newly adopted by the Board of Chosen Freeholders on or about October 1979.

XXV. BULLETIN BOARD:

The Employer shall permit a bulletin board for the use of the Association in a location to be determined by the Chief of Park Police. The Association will assume the expense of the bulletin board.

XXVI. DEFECTIVE VEHICLES:

A. It shall be the responsibility of each Officer to immediately report any defective vehicle to his immediate supervisor.

B. In the event a vehicle is determined to be operationally unsafe, said vehicle shall be removed from service and repaired. This article shall cover all emergency equipment, i.e., radio, lights, and siren (hand units not included).

C. If a vehicle is determined to be operationally unsafe, another vehicle will be provided, if available.

D. The Superior Officer in charge or mechanic on duty will determine whether the vehicle is operationally unsafe.

XXVII. WORKING CONDITIONS:

A. Any change in working conditions will be discussed with the Association.

B. Copies of all general orders shall be sent to the Association. The President or Vice-President of the Association shall sign receipt of all general orders.

XXVIII. CEREMONIAL ACTIVITIES:

In the event a law enforcement officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) off duty uniformed officers of the department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

In the event a law enforcement officer in another department in the County of Middlesex becomes deceased through causes not in the line of duty, the Employer will permit at least two (2) off duty uniformed officers of the department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

Subject to the availability of same, and subject to the Chief's approval, the Employer will permit a department vehicle to be utilized by the member in the funeral service.

Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services.



XXIX. SAVINGS CLAUSE:

It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become part of this Agreement.

XXX. MANAGEMENT RIGHTS:

All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

XXXI. NO STRIKE OR LOCK-OUT:

Neither the Association nor the employee or the employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock-out or any other intentions of interruption of work.

(In accordance with New Jersey Statutes Annotated, Constitution of the State of New Jersey, Article 1, Paragraph 19.)

XXXII. DURATION OF CONTRACT

It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1, 1986 until December 31, 1986.

It is understood and agreed that the provisions of this contract will remain in effect until the signing of a new Agreement.

It is further understood and agreed that Sections IV and V of this Agreement will remain the same, pending the signing of a new Agreement.

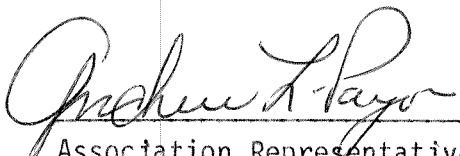

This Agreement may be reopened by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31, 1986.

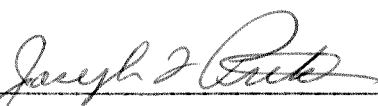
Aug 25 9 20 AM '86

RECEIVED  
PERSONNEL DEPT

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:


PARK POLICE F.O.P. LODGE #95


  
Association Representatives  


  
Association President

COUNTY OF MIDDLESEX

BY ITS BOARD OF CHOSEN FREEHOLDERS

  
Bernice A. DiGiovanni  
Asst. Clerk of the Board

  
Stephen J. Capestro, Director  
Board of Chosen Freeholders