

AGREEMENT

by and between

COUNTY OF SUSSEX – OFFICE OF THE SHERIFF

and

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

January 1, 2004 – December 31, 2006

Index

Page No.

ADHERENCE TO STATE DEPARTMENT OF PERSONNEL RULES	24
ASSOCIATION REPRESENTATIVES	2
BREAKS	18
DEFENSE FOR MEMBERS.....	20
DISCRIMINATION	24
DUES CHECKOFF AND AGENCY SHOP.....	3
DURATION OF AGREEMENT	30
ECONOMY LAYOFFS.....	24
EMPLOYEE EXPENSES AND TRAINING.....	18
GRIEVANCE PROCEDURE.....	15
HOLIDAYS	8
HOURS OF WORK	2
LABOR MANAGEMENT MEETINGS	27
LEAVES OF ABSENCE.....	12
LEGALITY	26
LONGEVITY	27
MANAGEMENT	2
MEDICAL BENEFITS.....	6
NEGOTIATION PROCEDURE.....	27
NO STRIKES	23
OVERTIME	4
PART-TIME EMPLOYEES.....	17
PAY PERIODS	4
PERSONAL LEAVE, BEREAVEMENT, JURY DUTY	12
PERSONNEL FILES	26
PROMOTIONS	18
RECOGNITION AND NEGOTIATING UNIT	2
RIGHTS AND PRIVILEGES OF THE ASSOCIATION.....	32
SAFETY	19
SALARY RANGES	28
SCOPE OF AGREEMENT	2
SENIORITY	1
SHIFT DIFFERENTIAL.....	29
SHIFT OVERLAP	6
SHIFT TRANSFERS	29
SICK LEAVE	11
TRAINING AND EMPLOYEE EXPENSES.....	18
TUITION REIMBURSEMENT	27
UNIFORM ALLOWANCE.....	20
VACATIONS	9
VISITATION OF PREMISES	2
WAGES	29
WORK IN HIGHER RANK.....	28
WORKERS' COMPENSATION	14

ARTICLE 1: PREAMBLE

This Agreement is made this _____ day of _____, 2004, by and between the Employer, the Sheriff of the County of Sussex, and the Board of Chosen Freeholders (hereinafter referred to as “**Employer**”), and Police Benevolent Association Local 378 (hereinafter referred to as “**Association**”), on behalf of all Sussex County Corrections Officers, Sergeants, and Lieutenants whom it represents, in accordance with Chapter 303, Public Laws of the State of New Jersey of 1968.

ARTICLE 2: SENIORITY

Section 1

For purposes of scheduling benefit leave time (vacation, holiday, personal, and compensatory), seniority is defined as the time since the employee’s date of hire as a Corrections Officer.

Section 2

For all other purposes, including shift transfers, assignments to regular days off (RDO), and special programs, seniority is defined as time in grade (date of appointment in current title) in the County’s Correctional Facility.

Section 3

Seniority will be one of several criteria used by management when making personnel assignments. Other criteria to be used include employee preferences, possession of necessary or desired skills, expertise, gender (where a bona fide occupational qualification) specialized training, experience, proven capability, attendance, and need for cross-training, among others. Where all other qualifications are equal, seniority shall be determinative.

Section 4

The Sheriff shall have the discretion to transfer new employees without reference or reliance upon seniority until they have completed the probationary period (of one year following successful completion of the Correction Officers Training Academy).

Section 5

For those employees who are not probationary, management will endeavor to schedule shift transfers with at least fourteen (14) days notice. The discretion granted in this section shall not be used to circumvent seniority rights of permanent employees.

ARTICLE 3: SCOPE OF AGREEMENT

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

ARTICLE 4: RECOGNITION AND NEGOTIATING UNIT

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

ARTICLE 5: ASSOCIATION REPRESENTATIVES

The Association shall have the right to designate such members of the Association as it deems reasonably necessary as Association Representatives, who shall not be discriminated against due to their legitimate Association activity.

ARTICLE 6: VISITATION OF PREMISES

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

ARTICLE 7: HOURS OF WORK

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

ARTICLE 8: MANAGEMENT

It is mutually understood and agreed that the Employer retains the prerogatives of management, including but not limited to the rights of hiring, suspending, disciplining, or discharging for proper cause, promoting, transferring, and scheduling employees; to determine the standards of service to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection of employment; to maintain the efficiency of its operations are to be conducted; to introduce new or different methods of operating; to contract or subcontract for

work or services; and to determine the content of job classifications, subject to State Department of Personnel Regulations and any other applicable law or provisions of this Agreement.

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

ARTICLE 9: DUES CHECKOFF AND AGENCY SHOP

Section 1

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

Section 2

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

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

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

ARTICLE 10: PAY PERIODS

Section 1

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

Section 2

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

Section 3:

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

Section 4:

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

ARTICLE 11: OVERTIME

Section 1

To be eligible for overtime pay described herein, an employee shall work in excess of eight (8) hours per day or forty (40) hours in a work week and provided the employee was not absent,

without pay, within 72 hours immediately after the scheduled overtime. Hours worked that do not meet this criteria shall be paid at straight time.

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

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

Section 2

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

Section 3

An employee "called out" on an emergency basis shall be paid time and one-half for all hours actually worked. An employee "called out" on an emergency basis shall be guaranteed a minimum of four (4) hours straight time, which includes actual hours worked and paid at the overtime rate. To be eligible for "call out" pay, an employee must meet the criteria listed in Section 1.

Section 4

An employee required to remain after the end of his/her shift to complete the booking of an inmate or other valid reason shall be paid one 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), and provided the criteria described in Section 1 are met.

Section 5

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

Section 6

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

Section 7 - Shift Overlap:

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

Section 8

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

Section 9: Compensatory Time

The Employer may offer and, if offered, employees may elect to earn compensatory time in lieu of paid overtime. Compensatory time shall be computed in the same manner as overtime is computed. Employees are limited to have accumulated no more than eighty-eight (88) hours of compensatory time after having calculated the time at the premium rate.

ARTICLE 12: MEDICAL BENEFITS

Section 1

To be eligible for enrollment in the health and medical plans listed below, an employee must work at least 25 hours per week for two consecutive months prior to enrollment. All rights, benefits, eligibility requirements, etc., shall be governed by the applicable policy of insurance.

Section 2

For eligible employees, the employer agrees to continue to provide health and medical benefits currently available under the New Jersey State Health Benefits Program or a program equal to or better than. The program includes coverage for the employee and eligible immediate family

members and the premiums shall be fully paid by the County. Enrollment shall begin after two months of employment or eligibility.

Section 3

For eligible employees, the employer agrees to provide prescription drug benefit under the New Jersey State Health Benefits Program or a program equal to or better than. The program includes coverage for the employee and eligible immediate family members and the premiums shall be fully paid by the County. Enrollment shall begin after two months of employment or eligibility.

Section 4

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

Section 5

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

Section 6

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

Section 7

Effective January 1, 2004, the County agrees to reimburse employees or their dependent up to \$35.00 for his/her regular prescription corrective lenses or up to \$45.00 for bifocal or more complex prescription corrective lenses. Employees or their dependents are eligible for a total of no more than one reimbursement for each year. Receipts, indicating amount paid by health insurance, if any, shall be submitted to the County to be eligible for reimbursement but the amount paid by health insurance and the reimbursement shall not exceed 100% of the cost. Eligibility for the program shall begin after two months of employment for new employees and

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

shall cease when the employee is no longer actively employed, which includes, but is not limited to, leaves of absence, suspensions without pay, retirement/resignation, etc.

ARTICLE 13: HOLIDAYS

Section 1

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

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

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

Section 2

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

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

Section 3

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

If the employee has not used seven (7) holidays by June 30th, the Employer shall 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. These two paid holidays shall be for Thanksgiving Day and Christmas Day.

Section 4

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

ARTICLE 14: VACATIONS

Section 1

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

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

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

Section 2

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, 2000; he/she will be credited with fifteen (15) vacation days as of January 1, 2001.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

Section 8

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

Section 9

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

ARTICLE 15: SICK LEAVE

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Upon completion of 5 through 10 years of service	-	1/8 up to \$15,000
Upon completion of 11 through 20 years of service	-	¼ up to \$15,000
Upon completion of 21 years or more of service	-	½ up to \$15,000

Section 5

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

Section 6

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

Section 7

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

Section 8

Employees who use five (5) days or less sick leave per year will be allowed, at their option, to sell back up to five (5) unused days, in full-day increments, to the County. Employees must submit request on or before March 1 to receive payment in March.

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

Section 1: Personal Leave

All full-time 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.

Section 2: Bereavement Leave

All full-time 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, stepparent, father-in-law, mother-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, grandparents and grandchildren; such leave being separate and distinct from any other leave time. The Employer shall be allowed three (3) working days per incident.

Section 3: Jury Duty

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

ARTICLE 17: LEAVES OF ABSENCE

Section 1

The types of Leave of Absence, without pay, are (a) those described by the State and Federal Family and Medical Leave Act in accordance with N.J.A.C. 4A:6-1.21A and N.J.A.C. 4A:6-1.21B; or (b) unpaid personal leave of absence which may include, but is not limited to, leaves

for personal, business or educational reasons. Leaves of Absence under Part (b) must be taken for a minimum of one (1) month. Leaves of Absence under Part (a) may be taken for less than one (1) month, only when sought for a serious health condition and when an appropriate physician's certification is supplied to the division director.

Section 2

To be eligible for a leave of absence, the employee shall be employed by the County at least twelve (12) months for not less than 1,250 base hours prior to the requested leave. The Appointing Authority, with the approval of the Board of Chosen Freeholders, may grant the privilege of a leave of absence, without pay, to an employee for a period not less than one (1) month and not to exceed one year. This may be renewed for an additional period only by formal action of the Appointing Authority with a Resolution of the Board of Chosen Freeholders. The employee remains responsible for providing advance written request (at least two weeks in advance), acceptable medical evidence indicating the employee will be unable to work (except personal leaves), and completing all necessary NJDOP and County forms to effectuate the Leave of Absence timely. Failure to meet the above requirements shall result in forfeiture of the privilege of a Leave of Absence, and the employee will be processed for termination of employment.

Section 3

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

Section 4: Maternity Leaves of Absence

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

Section 5: Military and Other Leaves of Absence

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

Section 6

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

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

Section 7

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

Section 8

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

ARTICLE 18: WORKERS' COMPENSATION

Employees entitled to receive Workers' 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 Workers' Compensation Insurance payment as determined by the proper authorities. However, the time that the employee shall be paid for Workers' 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 Workers' Compensation Insurance, the Employer shall assume both the employer share and the employee's share of pension costs. The Employer is not obligated to make voluntary contributions, such as loans, contributory insurance, and purchase arrears payments.

ARTICLE 19: GRIEVANCE PROCEDURE

Section 1: General

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

Section 2: Steps

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

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

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

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

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

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

Section 3: Arbitration

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

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

Section 4:

- a. Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to extend the time period(s).

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

ARTICLE 20: PART-TIME EMPLOYEES

Section 1

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

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

Section 2

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

Section 3

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

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

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

ARTICLE 21: PROMOTIONS

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

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 the 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 22: BREAKS

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

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

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

ARTICLE 23: TRAINING AND EMPLOYEE EXPENSESSection 1

An officer attending basic training shall be permitted to use a county vehicle based on availability and logistics. If one is not available, the officer shall use a personal vehicle and will be compensated for mileage at the rate set forth in Section 4. Under no circumstances may this officer receive overtime for travel or training hours.

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

ARTICLE 24: SAFETY

Section 1

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.

Section 2

The Employer agrees to assemble a Labor-Management Committee made up of three (3) PBA 378 members and three (3) management staff members from the County to examine the best manner to assure that Corrections Offices arriving to work for the evening shift (3:00 p.m.) are able to find sufficient parking in the Judicial Center Parking Deck.

ARTICLE 25: DEFENSE FOR MEMBERS

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

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

ARTICLE 26: UNIFORM ALLOWANCE

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

Section 1

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

Section 2

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

Thereafter the allowance shall be \$850 per year for 2004 and \$900 per year for 2005 and after. Full time officers shall be issued 50% of the annual allowance biannually. This amount is to be paid with the first paychecks in the months of April and October of each year. Modifications and/or additions to the uniform mandated by the employer shall be permitted but with no cost to the employee. The employer shall also provide any and all required academy uniforms excluding personal items.

If an employee is out of work due to a leave of absence without pay, in excess of one continuous month, or workers Compensation leave in excess of one continuous month or due to a disciplinary suspension in excess of five (5) days, his/her annual uniform allowance shall be prorated accordingly.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

Section 8

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

Section 9

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

Section 10

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

Section 11

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

Section 12

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

Section 13

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

Section 14

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

ARTICLE 27: TUITION REIMBURSEMENT

Section 1

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

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

Section 2

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

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

Section 3

An employee must be full time and permanent. The Employer will reimburse the costs of tuition and registration for all courses taken in accredited institutions approved by the Administrator, Department of Administration and Finance. An interested employee must submit a written request for approvals and authorization prior to registration for course work (TR-1). Tuition reimbursement forms are available through the Office of Employee Services. The request must be presented to the employee's department head for initial approval and the Administrator, Department of Administration and Finance for final approval and authorization. An employee will be notified of the eligibility or reason for ineligibility of his/her application. Within four (4) weeks after completion of the course work, the employee must submit to the Administrator, Department of Administration and Finance, via his/her department head, the Certification of Successful Completion of Course Work (TR-2) for processing and reimbursement. This form, which must be submitted by the employee to the accredited institution for certification as evidence of successful completion and expenses, is available from the Office of Employee Services.

ARTICLE 28: NO STRIKES

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

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

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

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

ARTICLE 29: DISCRIMINATION

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

ARTICLE 30: ADHERENCE TO STATE DEPARTMENT OF PERSONNEL RULES

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

ARTICLE 31: ECONOMY LAYOFFS

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

ARTICLE 32: RIGHTS AND PRIVILEGES OF THE ASSOCIATION

Section 1

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

Section 2

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

Section 3

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

Section 4

Representatives of the Association shall be permitted to transact official Association business on the premises at all reasonable times, provided that this shall not interfere with or interrupt normal operations.

Section 5

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

Section 6

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

Section 7 – Convention Leave

- a. An Association representative required to attend a state or national convention or meeting for the State Association shall provide the Department Head with a written notice from the State PBA, signed by the Association, specifying the exact time and date of said convention or meeting. This notice should be provided at least two (2) weeks before the scheduled state or national convention or meeting, sooner, if possible. The representative shall lose no pay while attending the aforesaid convention or meeting.

- b. Corrections U.S.A. (CUSA): The PBA President will notify the Employer at least two (2) weeks in advance of the start of this convention of the officers, if any, the PBA would like to have attend. The Employer may grant or deny this request or modify the number of officers permitted to attend, based on the staffing needs of the Employer.
- c. State of New Jersey Policemen's Benevolent Association Collective Bargaining Seminar: The PBA President will notify the Employer at least two (2) weeks in advance of the start of this Convention of the officers, if any, the PBA would like to have attend. The Employer may grant or deny this request or modify the number of officers permitted to attend, based on the staffing needs of the Employer.
- d. State of New Jersey Policemen's Benevolent Association State Mini-Convention: The President and Delegate or their designees and one (1) alternate shall be permitted, with at least two (2) weeks' advance notice to the Employer, to attend this Seminar.
- e. State of New Jersey Policemen's Benevolent Association National Convention: The President and Delegate or their designees and one (1) alternate shall be permitted, with at least two (2) weeks' advance notice to the Employer, to attend this Convention.
- f. PBA State Delegate and Correction Meetings: The Employer shall permit the PBA Delegate or his/her designee to attend the monthly State PBA Delegate's Meeting and the one monthly State's PBA Committee Meeting to which he/she is assigned by the State PBA President.
- g. Other convention leave with pay shall be in accordance with State Department of Personnel Regulation N.J.A.C. 4A:6-1.13.

ARTICLE 33: PERSONNEL FILES

Each employee shall have the right to inspect and review his/her own individual personnel file upon request to the Office of Employee Services or Department Head. The Employer agrees to permit this review and examination at a reasonable time. The employee shall have the right to define, explain, or object in writing to anything found in his/her personnel file. This writing shall become a part of the employee's personnel file. The official personnel file is located in the Office of Employee Services, and a secondary file may be kept by the Department.

ARTICLE 34: 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 35: NEGOTIATION PROCEDURE

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

ARTICLE 36: 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.

Meetings may be held either during or after normal working hours, however, in the event that such meetings are held after normal working hours employees shall not be compensated for their time.

ARTICLE 37: LONGEVITY

Employees must be full time permanent in order to be eligible for longevity. Payment will be made in the twenty-third (23rd) 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 should receive longevity prorata 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 prorata based on the number of days he/she actually worked. An employee granted any leave of absence without pay or suspended shall receive prorated longevity based upon the actual number of days worked. Part-time employees shall not be entitled to nor shall they receive longevity benefits.

Longevity shall be based from date of hire and upon completion of the year listed in the following schedule:

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

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

ARTICLE 38: 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 39: SALARY RANGES

SALARY RANGES—COUNTY CORRECTIONS OFFICERS								
Years		2003	2004		2005		2006	
Effective Date		01.01.03	01.01.04	07.01.04	01.01.05	07.01.05	01.01.06	07.01.06
Corrections Officers								
Minimum		28,796	28,796		28,796		29,919	
1		30,026	30,026		30,026		31,197	
2		33,424	33,424		33,424		34,728	
3		35,452	35,452		35,452		36,835	
4		37,480	37,480		37,480		38,942	
5		39,978	39,978		39,978		41,537	
6		42,007	42,007		42,007		43,645	
7		44,035	45,973		47,995		49,867	
Maximum		51,245	53,500	54,300	56,689	57,489	59,731	60,131
Sergeants								
Minimum		53,073	55,408	56,208	58,681	59,481	61,801	62,201
2		55,820	58,276	59,076	61,675	62,475	64,912	65,312
3		58,566	61,143	61,943	64,668	65,468	68,022	68,422
Maximum		62,226	64,964	65,764	68,658	69,458	72,166	72,566
							-	
Lieutenants		64,802	67,653	68,453	71,465	72,265	75,084	75,484

ARTICLE 40: WAGESSection 1

- a) All County Corrections Officers hired after the signing of this agreement shall be hired at the minimum of the range and shall be eligible for a step increase, in accordance with the schedule set forth in Article 39, on January 1 of each subsequent year.
- b) All retroactive monies due and owing hereunder shall be paid to the Association Bargaining Unit members within a reasonable period of time.

Section 2

Any employee who dies or retires prior to the signing of this Agreement will receive the negotiated increase between the date of death or retirement and 1 January 2004. Retroactivity shall not apply to any other employee who has left the employ of the employer, prior to the signing of the Agreement.

Section 3

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

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

Section 4

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

ARTICLE 41: SHIFT TRANSFERS

For "training purposes," the Employer may transfer employees on an interim basis upon thirty (30) days notice to all affected employees. The replacement slots shall be filled by seniority unless voluntary. The training period shall not exceed thirty (30) working days. Shift transfers shall not be for disciplinary purposes. The foregoing shall not affect the Employer's right to initiate discipline.

ARTICLE 42: DURATION OF AGREEMENT

The terms and conditions of this Agreement shall be in force commencing January 1, 2004, remain in effect and in full force through December 31, 2006, except as otherwise specified.

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

Signed this _____ day of _____, 2004, by the duly authorized representatives of the parties hereto.

WITNESS:

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF SUSSEX

Elaine A. Morgan, Clerk of the Board

JoAnn D'Angeli, Freeholder Director

WITNESS:

SHERIFF:

Robert E. Untig

WITNESS:

POLICE BENEVOLENT ASSOCIATION
LOCAL 138 – CORRECTIONS UNIT
