

AGREEMENT

between

BOARD OF CHOSEN FREEHOLDERS,
OF THE COUNTY OF WARREN

and

POLICE BENEVOLENT ASSOCIATION LOCAL 280
WARREN COUNTY SHERIFF'S OFFICERS & SHERIFF'S OFFICER SGTS.

January 1, 1990 through December 31, 1991

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ARTICLE I - PREAMBLE

THIS AGREEMENT made this day of , 19 ,
by and between THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY
OF WARREN (hereinafter referred to as the "Freeholders"), and
POLICE BENEVOLENT ASSOCIATION LOCAL 280 (hereinafter referred
to as the "Association"), on behalf of all Sheriff's Officers
whom it represents, in accordance with Chapter 303, Public Laws
of the State of New Jersey of 1968.

ARTICLE II - RECOGNITION

Pursuant to the resolution of the Freeholders dated August 7, 1985 the Freeholders recognize the Association as the sole and exclusive representative for collective negotiations of the employees in the following negotiating unit:

"...the employees of the Sheriff's Department of the County serving full time in the position titles of Sheriff's Officer and Sheriff's Officer Sergeant in a provisional or permanent status pursuant to N.J.A.C. 19:11-3.1."

The Freeholders agree that Association dues will be deducted each pay period from the earnings of each employee who has properly authorized such deductions in writing and in compliance with the provisions of N.J.S.A. 52:14-15.9e. Said deductions will be forwarded by the fifteenth (15th) day of each month following collection, together with a listing of all employees for whom a deduction has been made, showing the amount deducted, to the Association representative whose name and mailing address has been designated for such purposes by the Association in writing.

Section 1: It is mutually understood and agreed that the Freeholders and the Sheriff retain the prerogatives of management, including but not limited to the rights of hiring, suspending, disciplining or discharging in accordance with law; promoting, transferring, and scheduling employees; determining the standards of services to be offered; taking necessary actions in emergencies; determining the standards of selection for employment; maintaining the efficiency of operations and the technology of performing work; determining the methods, means and personnel by which operations are to be conducted; introducing new or different methods of operation; contracting or subcontracting for work or services; and determining the content of job classifications, subject to New Jersey Department of Personnel Regulations and any other applicable law or provisions of this Agreement.

Section 2: The parties acknowledge that the Freeholders have pre-eminent authority and final control over negotiable matters of compensation including, for example, wages and fringe benefits.

Section 3: The Sheriff has the right to promulgate and enforce rules and regulations for the proper and efficient operation of the Sheriff's Office. Such rules and regulations shall be duly and conspicuously promulgated, and shall be observed. In

case of conflict between such rules and regulations and any applicable rules and regulations promulgated by the Freeholders, the latter shall prevail.

ARTICLE V - DISCRIMINATION

No employee shall be discharged or discriminated against by either the Freeholders, the Sheriff or the Association because of age, race, creed, sex, color, ethnic background, political affiliation or union activity.

ARTICLE VI - ADHERENCE TO STATE RULES AND REGULATIONS

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

ARTICLE VII - NO STRIKE

Section 1: The Association assures and pledges that its goals and purposes are such that neither it nor its members condone strikes or threats thereof by public employees, or work stoppages, slowdowns, job actions, sick-outs or any other such actions which would interfere with service to the public or violate the Constitution and the Laws of the State of New Jersey; and the Association and its members agree they will not initiate or participate in such activities nor advocate or encourage members of the unit to initiate or participate in the same; and neither the Association nor its members will support anyone acting contrary to this provision.

Section 2: The Freeholders agree that there shall be no lock-out of employees during the term of this Agreement.

ARTICLE VIII - ECONOMY LAYOFFS

The Freeholders agree that employee layoffs for bona fide economy reasons shall be in conformity with applicable regulations promulgated by the New Jersey Department of Personnel.

ARTICLE IX - SAFETY

The Freeholders agree to provide safe and adequate work areas and equipment. If the Association feels that an employee is subject to possible impairment of health or safety, the Association shall have the right to call upon the Sheriff to investigate the matter. The parties may establish a Safety Committee to assist in such investigations, and if such a Committee is established the Sheriff shall appoint one member of the Association to sit on such Committee. If any such investigation by the Sheriff is not resolved in a manner that is satisfactory to the Association, the Association may present the matter to the Freeholders or their designee for review and consideration.

ARTICLE X - SEPARABILITY AND SAVINGS

Any provision of this Agreement found to be in violation of any existing or future local, state or national constitution, legislation or regulation 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 or regulation, if possible. Only those provisions in dispute shall be affected, and all other terms and conditions of this Agreement remain unaffected.

ARTICLE XI - LABOR/MANAGEMENT MEETINGS

Upon written request by the Association and/or the Freeholders, and if consented to by both parties, a meeting with the representatives of both parties shall be scheduled regarding mutual problems. The written request shall specify the reason for the request and identify the specific matter(s) to be discussed. These meetings are not intended to bypass the grievance procedure nor are they to be considered collective negotiations meetings, but rather are intended as a means of fostering good and sound employment relations through voluntary and informal communications between the parties.

ARTICLE XII - VISITATION OF PREMISES

Authorized representatives of the Association shall have the right to enter upon the premises of the Sheriff's Office during working hours after notice to and approval by the Sheriff or his designee, for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with the work being performed or with proper service to the public.

ARTICLE XIII - HOURS OF WORK

Section 1:

It is understood and agreed by the parties hereto that the normal hours of work in existence at the time of this Agreement, unless changed by mutual consent shall remain in full force and effect for the duration of this Agreement. Either party reserves the right to request a change in normal working hours, but no change shall be made unless mutually agreed to.

Section 2:

There will be a one-hour lunch break to be taken between 11:30 A.M. and 13:30 P.M.

ARTICLE XIV - OVERTIME

Section 1: Employees scheduled for the Sheriff to work in excess of their regular work week shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked in excess of their regular work week.

Section 2: Employees who are required by the Sheriff to work on a holiday shall be paid at the rate of one and one-half times their regular rate of pay, together with their regular rate of pay, for all such hours worked.

Section 3: All overtime and/or extra hours must be authorized by the Freeholders' budget appropriation and must be specifically scheduled by the Sheriff.

Section 4: All overtime assignments shall be shared equally among all full-time officers, according to seniority, on a rotating list. Overtime worked or an acknowledged refusal will result in the officers going to the bottom of the list until existing names are exhausted. The rotating list will be posted on the P.B.A. bulletin board at the beginning of each work week.

Section 5: Employees called out on emergency duty shall receive pay for such duty at the appropriate rate for a minimum of 4 hours.

ARTICLE XV - PAY PERIODS

Employees shall be paid on the County's bi-weekly pay system. New employees will have five days pay deferred from their first check.

ARTICLE XVI - MEDICAL BENEFITS

Section 1: All employees after three full calendar months of full time continuous service are eligible for hospitalization and major medical benefits under a policy written by the Connecticut General Life Insurance Company. The premiums for medical benefits are paid by the Freeholders. For further information in regard to medical benefits please see the booklet supplied for this purpose.

Section 2: The Freeholders shall pay current hospital and major medical premiums under the aforesaid policy for employees and their dependents who retire after January 1, 1975, with twenty years of continuous full time service, or are separated from full time continuous County service on a disability pension (not deferred retirement). Such payment shall continue until the death of the employee.

Section 3: Upon the death of an employee or a retired employee who is a member of the hospitalization and major medical benefits plan, the surviving spouse may continue in the plan by paying the monthly premium. If the surviving spouse is not the former employee or retired employee and shall remarry, the coverage shall cease immediately. If the surviving spouse is employed elsewhere and is covered by another medical benefits plan, the Freeholders' coverage shall be terminated immediately.

Section 4: Medicare Part B. Premium reimbursement for employees sixty-five years or older shall be paid by the Freeholders until retirement.

Section 5: Commencing in 1991, the Freeholders shall provide an eyeglass plan under which employees shall be entitled once every two years to \$35.00 toward an examination, \$35.00 toward regular glasses, and \$40.00 toward bifocals, contacts, or Rx safety glasses.

Section 6: Commencing in 1991, the Freeholders shall provide a drug prescription plan with a co-pay feature. The plan shall contain a provision permitting an employee the option of expanding to family coverage at the employee's expense.

ARTICLE XVII - 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. The Association agrees to furnish the Freeholders with complete written lists of Association Representatives, and to inform the Freeholders of any changes and to keep such lists current and correct at all times.

ARTICLE XVIII - HOLIDAYS

Section 1: The legal paid holidays which are recognized holidays for the purposes of this Agreement are as follows:

New Year's Day
Martin Luther King's Birthday (*3rd Monday in January*)
Lincoln's Birthday
Washington's Birthday (Third Monday in February)
Good Friday
Memorial Day (Last Monday in May)
Independence Day
Labor Day
Columbus Day (Second Monday in October)
Election Day
Veteran's Day
Thanksgiving Day and the Friday succeeding the same
Christmas Day

Section 2: In the event any of the above holidays fall on a Saturday they shall be celebrated on the prior Friday, and in the event any of the above holidays fall on a Sunday they shall be celebrated on the following Monday.

Section 3: In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence. A leave of absence without pay shall not be considered an excused absence.

Section 4: In addition to the aforementioned holidays, the Freeholders will have the option to grant a holiday when the President

ARTICLE XVIII - Holidays (Cont'd.)

of the United States as Chief Executive of the U.S. declares a holiday by proclamation or when the Congress of the United States shall pass and declare a holiday to be legal under the laws of the U.S. or when the Governor of the State of New Jersey shall pass and declare a holiday to be legal under the laws of the State of New Jersey.

ARTICLE XIX - VACATIONS

Section 1: All employees covered by this Agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation leave as provided herein.

- a. One working day of vacation for each month of employment during the first calendar year of employment.
- b. Twelve working days of vacation from one through five years of service.
- c. Fifteen working days of vacation from five through twelve years of service.
- d. Twenty working days of vacation from twelve through twenty years of service.
- e. Twenty-five working days of vacation after the twentieth year of service.

Section 2: Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established employer policy. Vacation allowances must be taken during the current calendar year at such time as permitted or directed by the Sheriff, unless the Sheriff determines that it cannot be taken because of pressure of work. Only one year of earned vacation allowance may be carried forward to the next succeeding year. Where an employee has earned vacation in excess

ARTICLE XIX - Vacations (Cont'd.)

of one year allowance as of October 1, the employee will meet with his supervisor to schedule such vacation time as may not be carried into the succeeding calendar year, so that no accrued vacation time will be lost.

Section 3: Upon separation from employment or upon retirement, an employee shall be entitled to vacation allowance for the current year prorated upon the number of full months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Section 4: When a vacation allowance for an employee changes based on his years of service during any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth day of the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

Section 5: The Sheriff shall attempt to schedule work, to the

ARTICLE XIX - Vacations (Cont'd.)

extent possible, to preclude changes in vacation scheduling.

Section 6: An employee shall be required to give at least 24 hours advance written notice of a request to take a vacation day off. Requests for more than one day and up to four consecutive days off, must be given in writing at least 48 hours in advance. Vacation of less than five consecutive work days may be scheduled by mutual agreement between the employee and the Sheriff. Requests for five or more consecutive days off shall be given in writing at least two weeks prior to the requested vacation. Special rules shall apply in the case of shift work: Requests for vacation time under three consecutive days shall be made in writing at least one week in advance. Requests for three to five consecutive days off shall be made in writing at least two weeks in advance. Requests for over five consecutive days off shall be made at least three weeks in advance in writing. Employees shall submit a request for vacation of five consecutive work days or more, with first and second choices. The first choice for the first two weeks requested shall be scheduled where practicable on the basis of seniority.

Section 7: If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his/her salary

ARTICLE XIX - Vacations (Cont'd.)

rate at the time of death shall be calculated and paid to his/her estate or legal representative.

Section 8: No vacation days shall be taken for less than a full day, except at the discretion of the Sheriff.

Section 9: Employees shall not be credited with vacation time if they are on an approved leave of absence without pay for periods in multiples of one month or major portion thereof.

ARTICLE XX - LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall accumulate at the rate of one day per month in the first calendar year of service, commencing in the first month or major portion thereof, from the date of hire.

2. Sick leave shall accumulate year to year with one day a month credited to the employee at the beginning of each successive month, and an additional day added every four months, for a total of fifteen (15) days per year.

3. Employees shall not be credited with sick leave if they are on an approved leave of absence without pay for periods in multiples of one month or major portion thereof.

4. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, or illness in immediate family, accident or exposure to contagious disease.

5. Sick leave is credited on a monthly basis only and cannot be advanced.

6. In all cases of illness, whether of short or long term, the employee is required to notify his/her supervisor of the reason for absence at the earliest possible time but in no event less than his/her usual reporting time or other time as required or necessitated by the circumstances.

a. If an employee is absent for five consecutive working days, a doctor's certificate shall be required upon returning

ARTICLE XX - Leaves of Absence (Cont'd.)

to work.

b. For sick leave totaling more than fifteen days in a calendar year, a doctor's certificate shall be required upon returning to work. Sick leave taken with a doctor's certificate is not included within the fifteen days aforementioned.

c. Up to two weeks sick leave shall be approved to any employee for emergency attendance upon a member of his/her immediate family (father, mother, spouse, child, foster child, sister, brother, or other near relatives residing in the employee's household), critically ill and requiring the presence of such employee. Additional sick leave may be granted by the Freeholders if special circumstances so require.

d. Up to two weeks sick leave shall be approved because of death in the immediate family. Additional sick leave may be granted by the Freeholders if special circumstances so require.

e. At the discretion of the appointing authority, he may at any time require the employee seeking sick leave to submit acceptable medical evidence on the approved form.

f. If the sick leave is not approved by the appointing authority, the time involved during which the employee was absent shall be charged to his vacation credit, if any; otherwise, he will suffer loss of pay for such time.

g. An employee who does not expect to report for work

ARTICLE XX - Leaves of Absence (Cont'd.)

because of personal illness or for any of the reasons included in the definition of sick leave in Department of Personnel Rule 4:1-2.1, shall notify his/her immediate superior, or some other person in his/her particular employment unit, by telephone or personal message, at 8:30 a.m. or other beginning hour of work for his/her position.

7. Employees shall not be charged for sick leave on a non-working day.

B. Unused Sick Leave - Retirement: A permanent employee who enters regular or disability retirement from the Freeholders' service and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his retirement provided, however, that no such supplemental compensation payment shall exceed \$12,000.00; increasing to \$14,000.00 maximum in 1991. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or, at the option of the employee on quarterly dates: January 1, April 1, July 1 and October 1,

ARTICLE XX - Leaves of Absence (Cont'd.)

with payments beginning on the quarterly date next following the date of retirement.

C. Worker's Compensation Insurance and Sick Leave Injury Insurance

1. The Freeholders agree to purchase and maintain in force sick leave injury insurance to cover all employees for work loss due to injuries received on the job.

2. The employees shall receive full pay from the first day for an on-the-job injury. Sick leave injury will not be charged to the employee's sick leave. Worker's Compensation and insurance accident reports must be filed with the Freeholders within 48 hours of the accident or within 48 hours after the first day of time taken off due to an on-the-job accident.

3. The insurance carrier will issue the Worker's Compensation checks to the employee and the Freeholders will issue, to the employee, the portion representing the difference between the compensation payment and the employee's full salary.

4. The Freeholders or the sick leave insurance carrier at their discretion may, at any time, require the employee on sick leave injury time to submit to a physical examination by a physician of the Freeholders' or the carrier's choice.

5. If the sick leave injury leave is not approved by the Freeholders and/or sick leave insurance carrier after examining

ARTICLE XX - Leaves of Absence (Cont'd.)

all evidence submitted by the employee, witnesses, if requested, and required to substantiate the claim and the examining physician, the time involved during which the employee was absent shall be charged to his/her sick leave credit, if any, and/or his/her vacation credit, if any, otherwise the employee shall suffer loss of pay for such time loss.

6. A total amount of up to one year's compensation shall be paid by the sick leave injury insurance for work loss caused by an injury received on the job, provided the aforesaid requirements are complied with.

7. A doctor's certificate authorizing an employee to return to work shall be required upon returning to work from Sick Leave Injury or after receiving Worker's Compensation.

D. Maternity Leave

Employees covered by this Agreement shall be entitled to maternity leave as hereinafter set forth. An employee shall notify the Freeholders of her pregnancy as soon as it is medically confirmed but no later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises

ARTICLE XX - Leaves of Absence (Cont'd.)

in writing. Such employee shall be granted an earned and accumulated sick leave during the time prior to the expected date of confinement and for six weeks after the actual date of birth. Additional time beyond the six weeks shall be granted upon presentation with doctor's certificates setting forth the necessity therefor. Subject to the approval of the Freeholders, the employee may request the maternity leave without pay in lieu of the use of earned and accumulated sick leave. Leaves of absence may be granted by the Freeholders with approval of the New Jersey Department of Personnel for a period or periods not to exceed a total of one year from the initial date of maternity leave upon written request when accompanied by a doctor's certificate setting forth the need therefor. In no event shall maternity leave extend beyond one year.

E. Administrative Personal Leave

1. Employees covered by this Agreement shall be entitled to three days of administrative personal leave of absence with pay in each calendar year.

2. Administrative personal leave may be used for emergencies, observance of religious or other days of celebration (but not holidays as defined herein), personal business, or other personal affairs such as death in the employee's immediate family, but

ARTICLE XX - Leaves of Absence (Cont'd.)

not limited thereto.

3. New hired employees shall be granted one full day of administrative personal leave after each four calendar months of employment to a maximum of three days during the remainder of the calendar year in which he/she is employed.

4. Administrative personal leave shall be granted by the Freeholders upon request of the employee at least five working days in advance, provided the request can be granted without interference with the proper conduct of the government function involved.

5. Such administrative personal leave credit shall not accumulate. Unused balance in any year shall be cancelled at the end of the calendar year.

F. Jury Duty

1. Should any employee be delegated to serve as a juror, he/she shall receive full pay from the Freeholders for all time spent on jury duty less any remuneration for such services.

2. While any employee is serving jury duty he or she shall not be required to work for the Freeholders during the hours when he or she is on jury duty.

3. Employees must obtain a certificate from the County Clerk's Office certifying the number of days the employee served on jury duty and submit the certificate to the Freeholders.

ARTICLE XX - Leaves of Absence (Cont'd.)

4. For purposes of this paragraph F, time spent while "on call" for jury duty shall not be considered as jury duty.

G. Bereavement Leave

Section 1: The Employer shall provide bereavement leave pay not to exceed five (5) working days total per calendar year. Three bereavement days may be utilized in case of the death of a first degree relative, as defined below. The remaining two bereavement leave days can be utilized in the case of the death of either a first degree relative or a second degree relative as defined below. With regard to second degree relatives, employees shall be limited to one bereavement leave day per occurrence.

Section 2: First degree relatives shall be defined as follows: an employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, or FOSSLQ. Additional days may be approved by the Department Head in advance and charged against Administrative leave.

Section 3: Second degree relatives shall be defined as follows: an employee's uncle, aunt, niece, nephew, cousin, sister-in-law, or brother-in-law.

Section 4: As soon as possible an employee shall notify the Department Head of a death in his family, and of his need for leave. Notification must be given as in the case of Sick Leave. Proof of death may be required by the Employer.

ARTICLE XXI - UNIFORM ALLOWANCE

Section 1: Each employee, upon completion of one year's employment will be entitled to a uniform maintenance allowance for the purpose of maintaining uniforms in a proper and professional manner.

In the first calendar year of employment, the employee will be furnished with the standard uniform.

A Uniform Maintenance Allowance of \$400.00 per year shall be paid after the first year of employment. Uniform allowance shall be payable in two installments - February 15 and July 1. For example, a person hired in April, would not be eligible for the allowance paid for the first half of the succeeding year.

Claim for reimbursement shall be made upon approved voucher forms with itemized receipts. Payment of allowance in advance of purchase may be made provided the employee certifies that the funds advanced shall be spent on items of the uniform and then furnishes itemized receipts after the purchase.

Employees must purchase items of the standard uniform. Unused uniform and maintenance allowance shall not accumulate and shall not be carried into a subsequent calendar year. Unused allowance or portions thereof shall be cancelled at the end of each calendar year.

This allowance is to be used to replace items of the standard uniform. The Sheriff, at his discretion, may withhold payment of the allowance or exercise disciplinary action if the employee refuses to do so when asked to have the uniform cleaned or replaced when frayed or worn.

Section 2: The Sheriff agrees to supply each new employee with sufficient uniforms, without cost to such employee. Equipment issued shall be the property of the Sheriff and must be returned to the Sheriff as provided under Section 3, below.

Section 3: Upon termination of employment, an employee shall turn back his/her uniform issue. Failure to do so shall result in deduction of the depreciated value of said unreturned equipment (as determined by management) from the employee's final pay check.

ARTICLE XXII - MILEAGE

Section 1: Employees required to use personal vehicles in the pursuit of proper and necessary County business will be reimbursed at the rate of twenty cents (20¢) per mile.

Section 2: All such personal car mileage shall be submitted on the proper travel voucher forms. Beginning and ending odometer readings are required on travel vouchers. All payments will be made in conformance with the "Travel Policy". NOTE: Traffic violations (fines) are the responsibility of the employee:

Section 3: Existing County policy regarding the use of vehicles, drivers licenses, automobile insurance, etc., shall be observed.

ARTICLE XXIII - TUITION REIMBURSEMENT

Section 1: Effective January 1, 1991, all employees covered by this Agreement shall be eligible to receive financial reimbursement for job related, career, or personal development courses in the following areas:

- A. Matriculating undergraduate/graduate degree.
- B. Business/Vocational/Technical courses.
- C. Career development courses such as seminars and continuing education courses which will aid the employee in his employment. The foregoing decision of job-relatedness is discretionary with the Employer.

Section 2: Reimbursement will be contingent upon:

A. An interested employee must submit a written request for course work. This request must be presented to the employee's Department Head for initial approval and to the County Administrator and Personnel Department for final approval and authorization that funds are available. The employee will be notified as to the approval or disapproval of his application within two (2) weeks. Within four (4) weeks after completion of the course work, the employee shall submit to the County Administrator and Personnel Department, via the Department Head, certification of successful completion of the course work on the proper form. Payment will be made to the employee after the employee has completed and signed the proper voucher form.

B. The student must maintain a "C" grade or better for an undergraduate course and a "B" grade or better for a graduate course.

C. Courses shall be taken outside the employee's normal working hours and shall not interfere with the individual's responsibilities of employment. If leave time is needed for travel to a course, up to four hours of available vacation time per week may be granted with the supervisor's approval.

D. Reimbursement will be the lesser of the actual expenses or the current tuition rate at Rutgers, the State University of New Jersey. Employees are responsible for their travel expenses, fees, and books.

E. Priority will be given to employees attending colleges within the State of New Jersey.

F. A maximum of 9 credits per calendar year may be taken.

G. An employee must be a permanent full time employee of the Employer to be entitled to financial reimbursement. As an exception to the foregoing, an employee who has been employed more than one year by the Employer, even though not yet "permanent" due to Civil Service procedures, will be eligible for this benefit, provided that if the employee cannot continue

employment with the Employer for at least one year pursuant to the provisions of subsection h below due to the failure of Civil Service to make the employee "permanent", in that event the employee will be required to repay the Employer the financial value of the tuition reimbursement that has not been repaid via said work commitment.

H. Employees must sign a service agreement commitment that they will continue employment with the Employer for at least one year. If the employee terminates employment before completion of the agreement, he must repay the Employer the financial value of the tuition reimbursement that has not been repaid via the above work commitment.

I. The amount of \$1,000 will be appropriated by the Employer. Reimbursement to eligible employees will be on a "first come, first served" basis until such time as the appropriation is depleted.

ARTICLE XXIV - PROMOTIONS

Section 1: Promotional positions shall be filled in accordance with New Jersey Department of Personnel Rules. Notice shall be posted at the earliest possible time that a promotional vacancy is to be filled.

Section 2: An employee at the maximum pay range his/her class of employment shall be given the opportunity to advance to the next higher class ^{where} were available, provided there is a vacancy and provided the employee has the required qualifications and ability.

Section 3: When an employee is promoted from the position of Sheriff's Officer to the position of Sheriff's Officer Sergeant, the employee will be placed on the lowest step of the Sheriff Officer Sergeant salary range which results in an increase equal to no less than one full increment which shall be calculated and determined upon the salary range in effect before the promotion.

Section 4: An employee serving provisionally under promotional procedures shall be paid for the provisional title effective the date of provisional appointment. If the employee fails the promotional exam or is not eligible for appointment, his/her title and salary shall revert to the previous permanent title and previous salary until eligible for appointment in the promotional title.

ARTICLE XXV - BREAKS

Each employee herein represented shall be entitled to one 15 minute break for each day of work, to be scheduled at times approved by the Sheriff. Unused break time shall not be credited or accumulated in any way.

Facilities shall be provided for employees for purposes of daily breaks, eating of lunches and for relief in time of momentary illness incurred while at work.

ARTICLE XXVI - GRIEVANCE PROCEDURE

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

STEP 1

The aggrieved employee and the Association representative shall present the employee's grievance to the employee's immediate supervisor within ten (10) working days after the employee becomes aware or should become aware of its occurrence. Failure to present the grievance within said time period shall constitute abandonment of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

STEP 2

If the grievance has not been settled, it shall be reduced to writing and presented by the Association representative to the Sheriff within five (5) working days after the supervisor's response is due. The Sheriff shall respond to the Association representative in writing within five (5) working days.

STEP 3

Should the grievant disagree with the decision of the Sheriff,

ARTICLE XXVI - Grievance Procedure (Cont'd.)

the grievant may, within seven (7) working days after the response of the Sheriff is due, submit to the County Administrator a statement in writing and signed as to the issue or issues in dispute. Such statement shall set forth the reasons why the grievant contends the Sheriff's decision is incorrect and shall specify the provision or provisions of this Agreement alleged to be violated. The County Administrator, or his designee, shall review the decision of the Sheriff together with the statement submitted by the grievant and such other evidence as may be submitted. The grievant may request to appear before the County Administrator or his designee. The County Administrator will render his decision within ten (10) working days after the meeting at which the County Administrator has completed his review.

STEP 4

Should the grievance be unresolved after Step 3, the matter may be processed as follows:

a. Where the grievance involves an alleged violation of individual rights as specified in Civil Service Law and Rules for which a specific appeal to the New Jersey Department of Personnel is available, the individual shall present his/her complaint to the Department of Personnel directly.

b. If the grievant does not allege a violation of rights within the jurisdiction of the New Jersey Department of Personnel

ARTICLE XXVI - Grievance Procedure (Cont'd.)

and if the grievance involves an alleged violation of a specific term of this Agreement, the matter may be submitted to fact-finding by the Association. The Association must file the request for fact-finding with the Freeholders and with the Public Employment Relations Commission within ten (10) working days after receipt of the County Administrator's decision.

1) The fact-finder shall be selected from the panel maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Public Employment Relations Commission

2) The parties shall meet at least ten (10) working days prior to the date of the hearing to frame the issues to be submitted to the fact-finder and to stipulate, where possible, the facts of the matter in an effort to expedite the hearing.

3) The fact-finder shall hold a hearing at a time and place convenient to the parties, as expeditiously as possible after selection and shall issue a recommendation within thirty (30) days after the close of the hearing.

ARTICLE XXVI - Grievance Procedure (Cont'd.)

4) The fact-finder's recommendation shall be in writing and shall set forth findings of fact, reasons and conclusions on the specific issue submitted. The fact-finder shall be without power or authority to make any decision which shall bind the parties and his/her opinion shall be advisory in nature only and limited to the issue submitted to him/her. The fact-finder shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her recommendations solely to the interpretation and application of this Agreement. The fact-finder shall not have the power to make a recommendation on any matter which is not within either the Freeholder's or the Sheriff's power to implement, including recommendations regarding monetary matters which require appropriations not previously authorized.

5) The costs of the services of the fact-finder shall be borne equally by the Freeholders and the Association. Any other expense incurred in connection with the fact-finder shall be paid by the party incurring the same.

ARTICLE XXVI - Grievance Procedure (Cont'd.)

6) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

Extensions and Modifications

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

ARTICLE XXVII - SALARY RANGES AND WAGES

Section 1: Salary ranges and wages for the year 1990 and 1991 and placement of each current employee on the appropriate steps of the ranges, are as per the attached Schedules A, B, and C.

Section 2: No salary increase shall be earned or granted after the expiration of this Agreement, unless agreed upon during negotiations for a successor agreement.

Section 3: The status quo shall be maintained with respect to the employee's salary placement upon demotion. Upon demotion, the employee shall receive the salary he would have received had he occupied the demoted position continuously from the date he commenced occupying the position from which he was demoted. In other words, the employee's salary history is reconstructed using as a starting point, the date the employee commenced occupying the position from which he was demoted, and all salary adjustments and increments are reconstructed as if the employee had occupied the demoted position continuously since that starting point.

ARTICLE XXVIII - LONGEVITY

Section 1: Effective January 1, 1991, all full time permanent employees shall be eligible to receive longevity salary for commendable service in the amount of \$300 upon the completion of ten years of continuous service, plus \$25.00 for each additional year of continuous service to a maximum of \$675.00 upon the completion of 25 years of continuous service. Years of completed service shall be computed from December 26 of any given year to December 25 of the following year.

ARTICLE XXIX - RIGHTS AND PRIVILEGES OF THE ASSOCIATION

Section 1: The Freeholders agree to make available to the Association all public information concerning the financial resources of the County, and such information which may be necessary for the Association to process any grievance or complaint, as may be required by law or governing Public Employment Relations Commission decision.

Section 2: Association representatives not to exceed three (3) in number, who participate in collective negotiations or monthly meetings with the employer during their scheduled hours of work, shall suffer no loss in their regular pay for the time they are so engaged, provided that such meetings shall be scheduled at times approved by the employer so as not to interfere with normal operations.

Section 3: Association representatives shall not use their working time for the investigation or writing of grievances, except in emergency situations and with the prior written consent of their immediate supervisors. An Association representative attending any grievance meeting scheduled by the Freeholders, 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

ARTICLE XXIX - Rights and Privileges of the Association (Cont'd.)

to transact official Association business on the premises at all reasonable times, provided that this shall not interfere with or interrupt normal operations. To ensure the latter, employer approval shall be a prerequisite to the transaction of Association business during normal working hours.

Section 5: The Association may use County buildings at reasonable hours when authorized and appropriately scheduled by the proper authority. The Association agrees to indemnify and hold the Freeholders harmless for the use of the premises and to reimburse the Freeholders for any and all damages to County property caused by the Association activities.

Section 6: The Association may have reasonable use of designated facilities and equipment when not otherwise in use, when authorized and appropriately scheduled by the proper authority. The Association agrees to indemnify and hold the Freeholders harmless for the use of the facilities and equipment and to reimburse the Freeholders for any and all damages to County property caused by the Association activities.

Section 7: The Association has the reasonable use of a designated

ARTICLE XXIX - Rights and Privileges of the Association (Cont'd.)

bulletin board and the Sheriff's offices' mailboxes.

Section 8: Should any representative of the Association, or the Association itself, cause any damage to any premises, facility or equipment owned by the County, the Association hereby agrees to either repair such premises, facility or equipment at its own cost or to reimburse the County for the reasonable cost to repair said premises, facility or equipment.

Section 9: One Association delegate desiring to attend a State or National convention or meeting of the Association, shall provide the Sheriff with a written notice, signed by an Association official, specifying the exact dates and times. This notice should be provided at least two (2) weeks before the scheduled convention or meeting, or sooner if possible. The delegate shall lose no pay while attending this convention or meeting. Other convention leave with pay shall be in accordance with Civil Service Rules NJAC 4:1-17.9.

ARTICLE XXX - UNIFORMS

Section 1: The County agrees to supply each new employee, upon employment, with the following uniform items:

- | | |
|------------------------|---------------------------|
| (2) long sleeve shirts | (1) Raincoat and Rainhat* |
| (1) pair pants | (1) Winter Jacket |
| (1) tie | |
| (1) hat | |

*Upon the signing of this agreement, any Sheriff's Officer or Sheriff's Officer Sgt. who has not received the raincoat and rainhat shall be entitled to receive same.

Upon completion of academy training, the employee shall receive, as part of his initial uniform issue, (1) additional pair of pants and (2) short sleeve shirts.

Section 2: A training uniform will be supplied as required by the Training Academy, by the County. The following items will be considered as part of the initial uniform:

- (1) pair of black shoes
- (1) gun belt

Section 3: All emblems, patches, badges and pins shall be worn according to department policy only. Any deviation from department policy may result in disciplinary action. All uniforms shall be worn in a standardized manner and according to department policy.

Section 4: Upon termination of employment, an employee shall return his or her uniform issue. Failure to do so shall result in a deduction of depreciated value of said unreturned equipment (as determined by management) from the employee's final paycheck. The Sheriff shall certify receipt of said property to the County Treasurer prior to releasing his or her last paycheck.

ARTICLE XXXI - DURATION OF THE AGREEMENT

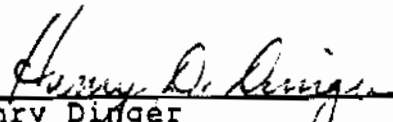
Section 1: The terms and effects of this Agreement shall be in force commencing with the signing of this Agreement, and shall remain in effect and full force through December 31, 1991.

Section 2: Copies of this Agreement shall be distributed to all employees within the collective negotiating unit, the expense for printing and distribution being borne equally by the parties.

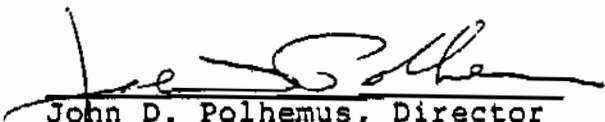
SIGNED THIS _____ day of _____, by the duly authorized representatives of the parties hereto.

ATTEST:

WARREN COUNTY
BOARD OF CHOSEN FREEHOLDERS



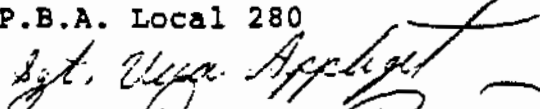
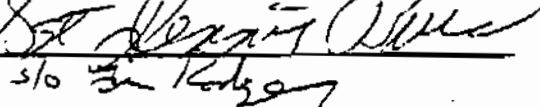
Henry Dinger
Administrator/Clerk



John D. Polhemus, Director

ATTEST:

P.B.A. Local 280



Sgt. Dennis [unclear]
Sgt. [unclear]

SCHEDULE A

1990 Salaries - Sheriff's Officers

1. Sheriff's Officers shall be placed on the 1990 County Range Group 935 at the salary which is nearer but higher than the salary they received in 1989. Sheriff's Officers who have been employed at least one year previous to January 1, 1990, shall be given two steps on the new range which shall be the salary which is effective January 1, 1990.

2. Effective the first payroll period beginning on or after 10/1/90, all Sheriff's Officers who have been employed for one full year previous to 10/1/90 shall be given a one step increase on the 1990 range.

1990 Sheriff's Officer Range

Step	Salary	Step	Salary
1	\$16,534	7	\$21,496
2	17,361	8	22,323
3	18,188	9	23,150
4	19,015	10	23,977
5	19,842	11	24,804
6	20,669	12	25,631

1991 Salaries - Sheriff's Officers

1. Effective January 1, 1991, the 1990 County Range Group 935 shall be increased 5% and each Sheriff's Officer employed at that time shall have his or her salary increased by this 5% adjustment, step for step.

2. Effective the first payroll period beginning on or after July 1, 1991, all Sheriff's Officers who have been employed for one full year previous to 7/1/91 shall be given a one-step increase on the 1991 Range.

1991 Sheriff's Officer Range

Step	Salary	Step	Salary
1	\$17,361	7	\$22,569
2	18,229	8	23,437
3	19,097	9	24,305
4	19,965	10	25,173
5	20,833	11	26,041
6	21,701	12	26,909

SCHEDULE B

1990 Salaries - Sheriff's Officer Sgts

1. Sheriff's Officer Sgts. will be placed on the 1990 County Range Group 1235 at the salary which is nearest but higher than the salary they received in 1989 and then they shall be given two steps. This shall be the salary which is effective January 1, 1990.
2. Effective the first payroll period beginning on or after 10/1/90, all Sheriff's Officer Sgts who have been employed for one full year previous to 10/1/90 shall be given a one-step increase.

1990 Sheriff's Officer Sgt. Range

Step	Salary	Step	Salary
1	\$19,140	7	\$24,882
2	20,097	8	25,839
3	21,054	9	26,796
4	22,011	10	27,753
5	22,968	11	28,710
6	23,925	12	29,667

1991 Salaries - Sheriff's Officer Sgts

1. Effective January 1, 1991, the 1990 County Range Group 1235 shall be increased 5% and each Sheriff's Officer Sgt employed at that time shall have his or her salary increased by this 5% adjustment, step for step.
2. Effective the first payroll period beginning on or after July 1, 1991, all Sheriff's Officer Sgts who have been employed for one full year previous to 7/1/91 shall be given a one-step increase.

1991 Sheriff's Officer Sgt. Range

Step	Salary	Step	Salary
1	\$20,097	7	\$26,127
2	21,102	8	27,132
3	22,107	9	28,137
4	23,112	10	29,142
5	24,117	11	30,147
6	25,122	12	31,152