

**AGREEMENT**

**BETWEEN**

**COUNTY OF MIDDLESEX**

**And**

**THE SHERIFF'S OFFICERS OF MIDDLESEX COUNTY**

**P.B.A. LOCAL 165**

**JANUARY 1, 2021 TO DECEMBER 31, 2024**

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**ARTICLE 1: PREAMBLE**

A. THIS AGREEMENT made as of this 1<sup>st</sup> day of January 2021 between the COUNTY OF MIDDLESEX, a Municipal Corporation of the State of New Jersey, by its Board of County Commissioners, and the SHERIFF OF MIDDLESEX COUNTY (hereinafter collectively known as the “Employer,” unless otherwise referred to as “County,” or “Sheriff”) and the POLICEMAN’S BENEVOLENT ASSOCIATION LOCAL NO. 165, hereinafter referred to as the “PBA” or “Association”, which includes Sheriff’s Officers of the Courts, Transportation, Investigations, Identification, Process Servers, Administrative, and Communications.

B. WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement of the parties with respect to matters within the scope of negotiations and all matters and subjects that have been agreed upon between the Employer and the PBA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein containment, the parties do mutually covenant and agree as follows:

C. Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employee Relations Act and the provisions of Chapter 303 of the Laws of 1968 as amended and supplemented and the Rules and Regulations of the Public Employment Relations Commission, the Employer recognizes the PBA as the exclusive collective negotiations representative for those employees in the defined negotiating unit for the purpose of recognition and collective negotiations with respect to wages, hours, and other terms and conditions of employment.

D. The employees included in the defined negotiating unit shall be those Sheriff’s Officers or Sheriff’s Investigators who are employees of the County, whose job titles are below

the rank of Sergeant, and assigned to the Courts, Transportation, Identification, Investigation, Administrative or Process division of the County Sheriff's Department.

**ARTICLE 2: MAINTENANCE OF WORK OPERATIONS**

A. All conditions of employment relating to wages, hour of work, and general working conditions contained in the General Orders, Promulgations and Rules and Regulations of the Office of the Sheriff, which are currently in effect, shall be maintained for the life of this Agreement.

B. Proposed new rules or modifications of existing rules affecting work conditions as set forth above and otherwise, which are not exclusively within the discretion of management, shall be negotiated with the PBA prior to implementation.

**ARTICLE 3: MANAGEMENT RIGHTS**

A. Middlesex County and the Sheriff of Middlesex County hereby reserves to themselves, without limitation, all powers rights, authority, duties and responsibilities vested in them prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, without limitation the following: The executive, management and administrative control of the County Government and its properties, facilities and activities of their employees utilizing personnel methods in the most appropriate and efficient manner possible as may be determined by the County and Sheriff; to make rules of conduct, to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular assignment or task and to be in sole charge of the quality

and quantity of work required; to hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions with the County and Sheriff's Office subject to Civil Service Commission Rules.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the County and Sheriff's Office, they shall adopt policies, rules, regulations, and practices and use their judgment and discretion in connection therewith to be limited only by the specific and expressed terms hereof in conformity with all applicable laws of this State and the United States.

C. The County and Sheriff agree to apply all rules and regulations promulgated by the New Jersey Civil Service Commission concerning any matter not specifically covered by this Agreement.

#### **ARTICLE 4: EMPLOYEE RIGHTS**

A. Postings of Jobs.

All job vacancies in the Sheriff's Department shall be posted on the necessary bulletin boards for a period of at least two (2) weeks.

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

- a. One copy to be retained by the Officer/Investigator applying
- b. One copy to Department Head
- c. One copy to the Sheriff
- d. One copy to the Bargaining Unit only.

B.

1. The Sheriff agrees the following requirements and rating system will be utilized in determining the selection of an applicant for a Job Posting.

These qualities are not listed in a priority order:

- a. Attendance Record
- b. Demonstrated Ability
- c. Disciplinary Record
- d. Past Experience
- e. Seniority

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

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

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

5. Upon request of the Officer/Investigator who has been denied reassignment, the employer will advise said employee the reason for denial in writing within two (2) weeks.

6. It shall be the sole right of the Sheriff of the County to re-assign employees between units of the Department provided that such re-assignments are in accordance with the recognized New Jersey State Civil Service Commission procedures. In furtherance thereof, when a re-assignment is interpreted to mean a change in work, hours off, or days off, the employee effected shall be notified no less than five (5) workdays prior to the re-assignment in

order to enable the employee to arrange for an orderly change. The section shall not apply in cases of extreme emergency. Extreme Emergency is defined as a declaration of said condition by the Sheriff of the County.

C. Qualification for Employment: The Employer shall strive to maintain all minimum standards presently in effect for appointment to the position of Sheriff's Officer/Investigator, in accordance with New Jersey Civil Service Commission Rules and Regulations.

D. A forty-eight (48) hour written notice will be issued in the event of work schedule changes. In case of an emergency, only the Sheriff or his/her designee has the authority to make changes necessary, and as soon as possible, report the reasons for these changes to the Association in writing. In cases of non-Sheriff declared emergency, and where less than forty-eight (48) hours written notice is given, the time worked shall be considered and paid as overtime.

E. Transfer Benefits:

When an Officer/Investigator is transferred and/or reassigned to another section or department, he/she shall retain his/her accumulated sick leave, vacation, unused personal days and County seniority without prejudice.

F. Sick Day Call In:

Any employee who is covered by this Agreement who is ill shall notify the employer no later than one (1) hour prior to the employee's scheduled reporting time.

G. Rest Periods:

All members of the bargaining unit shall receive two (2) fifteen (15) minute rest breaks during the scheduled tour of duty. Said time may be added to Officers lunch break, only at such

time where the exigencies of their performance of duty prevent them from a normal rest period and a superior grants the tacking of.

H. Extradition Duty:

Any member of this bargaining unit who is assigned to extradition duty shall receive twenty-five dollars (\$25.00) per diem for reimbursement of food and shall additionally be reimbursed for lodging expenses and travel expenses. It is understood that the employee will submit the required receipts containing the details of all claimed expenses.

It is further understood that a pro-rata-per diem payment will be made as follows:

- |    |                                    |           |
|----|------------------------------------|-----------|
| 1. | Four hours or less – or one meal   | = \$25.00 |
| 2. | Four to six hours – or two meals   | = \$30.00 |
| 3. | Six to eight hours –or three meals | = \$40.00 |

I. Clock-In:

The employee will be required to clock-in and clock-out, only at the beginning and end of each shift. The employer agrees to provide two (2) time clocks for the Sheriff's Officers Courts to be located at a mutually agreed upon location(s).

J. False Arrest Insurance Policy:

The employer shall continue to provide false arrest insurance at the same levels as previously provided. It is understood that the employer may choose to provide the insurance in any form at its discretion including self-insurance. Any such change in the level of coverage of such insurance shall be negotiated to the extent required by law. Employee shall have the option to select an attorney of his/her choice, in accordance with the procedures established in the County Personnel and subject to the current County attorney rate.

K. In-Service Training:

1. All in service educational training shall be held during normal working hours. In the event that said training must be held after the regularly scheduled workday, each attending employee shall be compensated at the rate of time and one-half of their regular hourly rate. Excluded from this clause are the Basic Police Training Course Requirement and any other voluntary special training courses. Shifts may be changed to accommodate these Training Courses.

2. The Sheriff agrees to maintain on the Department bulletin board copies of the course schedules, which are currently being offered at the Middlesex County Police Academy.

3. The Sheriff agrees to provide and maintain on an annual basis the minimum required in service training to all employee's covered in this agreement as listed in Article 1 in the following – C.P.R., C.I.M. and Hazmat response.

L. Court House Security:

Whenever, the security of the Court House is at issue both parties will meet and discuss the security measures that will be implemented for the period of time necessary. Whenever possible Court Officers will be given the assignment. This clause will also apply to the Non-Court Officers in the performance of their duties. It is understood that the final assigning authority will be the Sheriff or his designee.

M. Transfer to Sheriff's Officer Title:

It is agreed that a transfer to Sheriff's Officer from another Middlesex County Government Law enforcement title and department shall be affected under the following conditions:

1. Transfer will be subject to New Jersey State Civil Service Commission Rules and Regulations and mutual agreement of Department Heads concerned.
2. Start of new employment will take place immediately after leaving former employment.
3. County benefits earned, such as sick days, vacation, personal days and longevity will be transferred with the employee.
4. Salary in the new position will be two steps less than it would have been had he/she started in the Sheriff's Department originally.
5. County employees transferring with a break in service will start at the minimum of the range.
6. Employees transferring from Municipal, State or Federal employment will start at the minimum of the range.
7. Items 1 through 5 applies only to transfers from another Middlesex County law enforcement department.
8. The transferring officer shall not have seniority over any incumbent based upon his/her service with the other department.

**ARTICLE 5: ASSOCIATION SECURITY**

- A. 1. Upon presentation to the Employer of a PBA dues check-off card signed by individual employees, the Employer will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization. The Employer shall exclusively deduct dues to the PBA and not to any other employee representative.

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

3. The said PBA Representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA.

B. Representation Fee in Lieu of Dues:

1. The requirements of this Article shall be applied in accordance with the U.S. Supreme Court's 2017 ruling in Janus v. AFSCME, Council 31 and the applicable New Jersey Law.

2. If an employee covered by this Agreement does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to offset the employee's per capita cost of services rendered by the PBA as majority representative provided such employee has furnished written authorization for deduction of such representation fee payment in accordance with applicable law.

3. Prior to the beginning of each membership year, the PBA will notify the County in writing of the amount of the membership dues charged by the union to its own members for that membership year. The amount of the representation fee to be paid by non-members shall not exceed eighty-five percent (85%) or the maximum allowed by law of the regular dues, fees, and assessments of the PBA and shall be established in compliance with the requirements of N.J.S.A. 34:13A-5.5 et seq.

4. Once during each membership year covered in whole or in part by this agreement, the PBA will submit to the County a list of those employees who have not become members of the PBA for the then current membership year. The County will deduct from the salaries of such employees, in accordance with Paragraph (4), the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

5. The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the County, or
- b. Ninety (90) days after the employee begins his or her employment in the negotiations unit position, unless the employee previously served in a negotiations unit position and continued in the employ of the County in a non-negotiations unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a negotiations unit position, whichever is later.

6. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

7. The PBA will notify the County in writing of any changes in the list provided for in Paragraph (3) and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than (10) days after the County received said notice.

8. The PBA agrees to establish and maintain a “demand and return” system whereby employees who are required to pay the representation fee in lieu of dues and demand the return of the “pro-rata share”, if any, subject to refund in accordance with the provision of N.J.S.A. 34:13A-5.5 and N.J.S.A. 34:13A-5.6, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA.

**ARTICLE 6: ASSOCIATION REPRESENTATIVES – RIGHTS AND PRIVILAGES**

A. The Sheriff shall grant time off without loss of pay to the Association State Delegate or duly authorized representative to attend any and all State, County Conference or Local association meetings which require attendance if he/she is scheduled for duty the times of such meetings.

B. The President or Delegate shall also be granted similar time off to conduct Association business as required by the Association. This time is to include such things as, but not limited to, to attend any Local or State meetings which require attendance if he/she is scheduled for duty during the times of such meetings, attending hearings, direct participation in contract negotiations, as well as processing grievances. Proper and sufficient notice is to be given to the Sheriff or a designee by the Association and/or State Delegate. The Sheriff or his/her designee shall not deny any reasonable request for time off with pay.

C. Convention Leave:

1. The Sheriff agrees to grant the necessary time off without loss of pay, including reasonable travel time to the members of the Association selected as Delegates to attend the State Conventions of the New Jersey State Policeman’s Benevolent Association as

provided under 4A:6-1.13, not more than three (3) to include the State Delegate, President or his/her designee and One Alternate Delegate.

2. The leave shall be for a period inclusive of the duration of the Convention with a reasonable time allowed to travel to and from the Convention.

3. Effective 1 January 2022, each January 1, the PBA shall accrue a time bank of one hundred and four (104) hours for use each year. The purpose of the time bank is to allow PBA officers paid time off to attend professional conferences and seminars related to the Sheriff's office and/or labor relations or to conduct other PBA business. Officers/Investigators selected to use such time will be determined by the PBA and subject to approval from Sheriff or a designee. The Employer shall not be responsible to pay for any expenses related to such attendance.

4. The Association shall request these days at least thirty (30) days in advance, or in any emergent event upon the approval from Sheriff or a designee.

D. The Sheriff shall permit members of the Association Negotiating Committee to attend collective negotiations sessions during duty hours without loss of pay. The Negotiations Committee shall consist of not more than three (3) members and the Association's Attorney.

E. The Sheriff shall permit only the Association reasonable use of all Bulletin Boards located in the respective Sheriff's Department facilities for posting notice concerning Association business and activities dealing with the welfare of the employees, he shall also designate two (2) Boards exclusively for the use of the PBA only.

F. Regular, Special, or Emergency Meetings: The PBA President, State Delegate, and/or duly elected Board members shall have their work schedule adjusted so as not to conflict

with any regular, special, or emergency meetings provided reasonable notice is given the employer.

G. Executive Officers of the Association shall not be transferred from their present job assignments except as necessary for the efficient operation of the department. If the transfer is made for a bona fide managerial reason, when the need for the transfer has ended the employee shall be returned to their original assignment.

**ARTICLE 7: SEPARABILITY, SEVERABILITY AND SAVINGS CLAUSE**

A. If any provision of this Agreement or any application of this Agreement to any employees or group of employees is held to be invalid by operation of law or by a Court or other unit or tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall remain in full force and effect.

B. If any provisions of this Agreement are subsequently declared to be unlawful by a proper legislative, Administrative authority or court of competent jurisdiction the parties agree to negotiate an appropriate resolution of such issues within the law.

C. The employer and the PBA shall renegotiate a replacement provision that shall supersede the invalid provision. Said renegotiating shall commence no later than thirty (30) days following the termination of the invalid provision.

**ARTICLE 8: DISCRIMINATION AND COERCION**

A. The Employer and the Association agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, political affiliation, sexual preference and physical or mental handicap.

B. The Employer and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

**ARTICLE 9: JUST CAUSE**

A. No Officer/Investigator shall be discharged, disciplined, reprimanded, reduced in rank, compensation, or deprived of any occupational advantage or given an adverse evaluation of his or her services without just cause. Any such action asserted by the County, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under N.J.S.A. Title 11A.

**ARTICLE 10: GRIEVANCE PROCEDURE**

A. The purpose of the grievance procedure is to secure, at lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed to limit the right of any employee having a grievance to discuss or resolve the matter informally with any appropriate member of the Sheriff's Office. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article. The local Association President or designee shall be recognized as the representative for presenting an employee grievance from initial filing to conclusion of the grievance in accordance with following procedure:

C. A grievance is defined as any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations, or any complaint by an employee as to any action or non-action taken toward him/her which adversely affects any right arising out of his/her employment. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

**Step One:** The Association shall present the employee grievance or dispute to the employee's immediate supervisor within fifteen (15) working days of its occurrence, or within fifteen (15) working days after the employee knew or should have known of its occurrence.

Failure to act within said time period shall be deemed to constitute an abandonment of grievance. The supervisor should respond in writing within five (5) working days.

**Step Two:** If the grievance has not been settled, it shall be presented in writing by the Association to the Sheriff within five (5) working days after the supervisor's response is due in Step One. The Sheriff or designated representative shall attempt to adjust the matter and shall respond to the PBA in writing within five (5) working days thereafter. The written grievance at this Step shall contain the relevant facts and a summary of the applicable Section of the contract violated, and the remedy requested by the grievant.

**Step Three:** If the Association wishes to appeal the decision of the Sheriff, such appeal shall be presented in writing to the Human Resources Director or designee within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Human Resources Director or designee agrees to meet if requested in writing within ten (10) working days of the request. The Human Resources Director or designee shall respond in writing to the grievance within ten (10) working days of the submission or meeting, whichever is later.

1. Specific Issue Arbitration

If the grievances are not settled by Steps 1, 2 and 3, then the Association within twenty (20) working days after the written decision (Step 3) or denial shall have the right to submit only such grievances which are claimed violations, misinterpretations, or misapplication of the terms of this Agreement and the referenced policies directly affecting them (the Association) to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Relations Commission. It is agreed to that either the Association or the County may petition for a binding principle decision on the specific issue through the Arbitrator, which either

party shall have the right to appeal from to the Superior Court of New Jersey on the limited grounds legally recognized for such appeals. The cost of the Arbitrator's fee shall be shared equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring same. The decision of the Arbitrator shall be in writing with reasons set forth, time extensions may be mutually agreed to by the Employer and the Association.

2. Procedures

a. The parties direct the arbitrator to decide as a preliminary question whether he/she has jurisdiction to hear and decide the matter in dispute.

b. Only one grievance at a time may be submitted to arbitration under Section 1.

c. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to the Arbitrator or selected for the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter, in any way, the provisions of this Agreement or any amendment or supplement thereto.

E. Upon prior notice and authorization of the Human Resources Director, the designated Association Representative shall be permitted to confer with employees and the County on a specific written grievance in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County or the Sheriff's Office.

F. The time limits expressed herein shall be strictly adhered to. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort will be made to expedite the processing of the grievance. Failure to timely move a grievance to the next step will be considered a

withdrawal of the grievance. The Employer is obligated to respond to a grievance. If the Employer fails to respond to a grievance, this will be considered a denial of the grievance at that step and the grievance can be then moved to the next step by the Association. Nothing herein shall prevent the parties from mutually agreeing to extend or lessen the time limits for the grievance at any step in the grievance procedure.

G. Employee grievances shall be presented on the existing approved grievance forms.

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

I. A group or policy grievance shall be directly submitted at the Step Three level to the Human Resources Director or a designee.

J. Nothing herein shall prevent any employee (Officer/Investigator) from processing his/her own grievance providing the local representative is aware of the grievance, in writing prior to the First Step of the Grievance Procedure except that only the PBA may pursue a grievance to arbitration.

### **ARTICLE 11: NO STRIKE-NO LOCKOUT**

Section A. Neither the employer nor the PBA nor any of the employees covered by this Agreement shall instigate, sponsor, promote, engage in or condone any strike, concerted work stoppage, lock-out or any other intentional interruption of work as set forth under the laws of the State of New Jersey.

**ARTICLE 12: WAGES**

A. Negotiated Wage Increase (NWI) – There shall be Negotiated Wage Increases (NWI) effective and retroactive to January 1 of each year where indicated which shall be applied to all salary levels in the existing contract, including all step values. Each employee that is subject to this Agreement shall receive the following annual increases:

2021 - 0%

2022 - 3%

2023 – 2.5%

2024 – 2.5%

B. Adjustment for Officers at Maximum and Senior Step – In addition to the NWI increases set forth above in Section A, there shall also be a pensionable base pay adjustment of 1% per year effective and retroactive to January 1, 2021 for those employees who are outside of the step progression defined as employees at Step 7 on Schedule A and Step 11 on Schedule B. The PBA acknowledges that these adjustments are not NWIs but rather are additional base pay increases that are provided during the 4 year term of this contract and have been agreed to by the County in consideration for the PBA’s voluntary agreement that its active unit members will withdraw its demand to reduce Ch. 78 contributions and continue to pay contributions for health insurance in accordance with the rates set forth in PL 2011 c.78 for the duration of this contract and until a successor contract is agreed to by the parties. By reason of the foregoing the PBA agrees that it will not use the granting of these additional base pay adjustments in connection with any wage demands it may make in future negotiations, but rather it herewith agrees that the negotiated NWI for the term of this contract is as mentioned in Section A of Article 12. If the parties invoke interest arbitration in the next round of negotiations the County may use these

acknowledgements and agreements by the PBA as it deems appropriate. For the term of this agreement, there shall also be a separate base pay adjustment to the maximum rate of the salary guide set forth in Schedule B (Step 11) in the amount of Six Hundred Dollars (\$600.00) per annum for each of the 4 years of the contract.

C. **Step Movement Provision** –

All employees not at maximum will move to the next higher step on their respective salary guides on their anniversary date.

D. **Senior Officer Pay** –

1. Senior Step 15 - Effective and retroactive to January 1, 2022, and for each calendar year during the balance of this collectively negotiated labor agreement and until a successor CNA is entered into between the parties, (a) employees hired on or prior to September 6, 2001, who have completed 15 years of service with the County; or (b) employees hired after September 6, 2001, who have completed 15 years of service with the County Sheriff's Office, shall receive a 4% increase to their pensionable base salary starting with their 16th year of service.

2. Senior Step 20 - Effective and retroactive to January 1, 2022, and for each calendar year during the balance of this collectively negotiated labor agreement and until a successor CNA is entered into between the parties, (a) employees hired on or prior to September 6, 2001, who have completed 20 years of service with the County; or (b) employees hired after September 6, 2001, who have completed 20 years of service with the County Sheriff's Office, shall receive an additional 3% increase to their pensionable base salary over the Senior Step 15 salary starting with their 21st year of service.

E. All future salary negotiations must likewise take into account the cost of implementation of step increments and the parties shall advise any Interest Arbitrator who is assigned to such negotiations that the parties agree that the cost of the step increment implementation is a relevant factor which requires consideration of its Economic impact.

F. See APPENDIX A, Exhibits A and B for 2021-2024 salary guides. Pay Period – The annual salary for employees covered by this Agreement shall be paid in 24 pay periods rather than the current practice of 26 pay periods. The County shall issue separate checks to employees covered hereunder for overtime and side job payment on each non-pay week.

G. Employees employed prior to the execution of the contract, and currently not on the payroll at the Execution date of this Agreement, will not be included in the wage increase, with the exception of the retirees (excluding deferred retirement) and deceased employees, in which case payment will be made to his/her estate, subject to any applicable provisions of law

H. Promotion: It is understood that when an officer/Investigator is advanced in rank, said officer/Investigator will receive the next pay step in that rank which is greater than the officer's present salary, and will be covered by the Superior Officers Agreement.

I. Shift Differential:

1. It is further understood and agreed to that employees working the second shift shall receive sixty-five cents (\$.65) per hour in addition to their regular straight time rate for the hours worked during the second shift.

2. Employees working the third shift shall receive seventy cents (\$.70) per hour in addition to their regular straight time rate for the hours worked during the third shift.

3. These differential rates will be paid only to the employee scheduled, assigned, and actually working such shifts.

J. Hours of Work:

1. It is further agreed to and understood that any changes in hours of work shall be subject to negotiations with the Sheriff with regard to personnel assigned to the following divisions, Court House, Investigations, Identification, Process Servers, Transportation and Administration.

2. A first shift shall be defined to mean the hours of 7:00 a.m. to 5:00 p.m., or any reasonable variation thereof.

3. A second shift shall be defined to mean between the hours of 2:00 p.m. and 1:00 a.m. or any reasonable variation thereof.

4. A third shift shall be defined to mean between the hours of 11:00 p.m. and 9:00 a.m., or any reasonable variation thereof.

5. Sheriff's officers/Investigators workday shall be subject to an unpaid one-half (1/2) hour lunch period.

K. FTO Pay: Field Training Officers (FTOs) will receive one (1) hour of overtime pay for performing FTO duties.

L. Longevity

1. Employees hired on or after January 1, 2013 and part time employees regardless of the date of hire shall not be eligible for longevity benefits.

2. For all full time employees hired prior to January 1, 2013, longevity pay shall be included in the employees' base pay at the 9th, 16th and 21st years of service, in the respective amount of \$1200.00 in the 9th year, plus an additional \$600.00 in the 16th year, plus an additional \$600.00 more in the 21st year, and shall be subject to compounding by the agreed

upon negotiated wage increase (“NWI”) percentage in each calendar year of the agreement (see “NWI” below).

3. The adjusted longevity values shall then be added to base pay in accordance with present practice but shall not be used in determining senior officer pay.

**ARTICLE 13: HOURS OF WORK, OVERTIME, AND PAID LEAVE**

A. All overtime shall be distributed equally whenever practicable from a list maintained by the Sheriff’s Department for the Officers/Investigator covered under the terms of this Agreement who have been certified by the Police Training Commission.

B. For overtime purposes, an emergency cannot be declared until all the provisions of Article 13 are complied with and until such time as the Overtime list is exhausted and no Officer is obtainable from the Overtime list. Only then will an emergency assignment exist and provided an emergency has been declared by the Sheriff or his/her designee. If requested within three (3) days, the Sheriff shall report the reasons for the emergency to the PBA. The only exception is a situation, which jeopardizes the public health, safety, and welfare as defined by State Law or ordinance.

C. All extradition duty shall be distributed equally whenever practicable from a list maintained by the Sheriff’s Department for the Officers/Investigators covered under the terms of this agreement and are assigned to the Investigative Division who have been certified by the Police Training Commission.

D. Whenever an Officer/Investigator refuses overtime, such overtime shall be offered to the next name on the list, and the Officer/Investigator refusing will be considered as having

worked the overtime. Any Officer/Investigator may decline, in writing, any period of Voluntary Overtime offered to him/her without explanation.

E. When an Officer/Investigator works an overtime detail on a weekend (12:00 a.m. Saturday to 12:00 a.m. Monday) and is asked to work another overtime detail on the same weekend, he/she will not be charged with an overtime refusal if said Officer/Investigator elects not to work the second detail.

F. Whenever overtime is required on a given assignment, said overtime shall be offered first to the Officer/Investigator already working on that job assignment and then the Officer/Investigator or Officers/Investigators will be placed in their respective position on the list, and thereafter, personnel will be selected from the list. When an Officer/Investigator is required to appear in Court for a job-related incident, other than during his/her regular duty hour, he/she shall be paid time and one-half (1½) for all hours in Court.

G. Overtime shall start and be paid on an hour for hour basis.

1. When an Officer/Investigator, upon completion of working a full shift, is required to work a full second shift, he/she will be entitled to a paid 30-minute lunch break on the second shift. Overlapping shifts will be considered a full shift.

2. Officers/Investigators who work two full consecutive shifts shall be provided with a minimum of 7.5 hours of time off until the start of his/her next shift. An Officer/Investigator shall not lose any pay because of this minimum time off guarantee.

H. When an Officer/Investigator is assigned to hospital detail, he/she will be entitled to receive 9.0 hours pay per full shift worked at the applicable rate. Additionally, for any hospital details in a hospital located outside the County boundaries, a County vehicle will be provided, if

requested, in lieu of mileage reimbursement to and from said hospital. Overtime details shall be paid on an hour for hour basis.

I. Sheriff's Officers/Investigators, when assigned to work through their normal lunch period, will receive overtime pay, or a later lunch period that must be completed no later than 2 (two) hours before the end of shift.

J. Standby or on call time is defined as that period of time during which an Officer/Investigator is waiting for a possible call back to duty. The Sheriff or his/her designee can make assignment of standby.

1. Compensation for standby time will consist of:
  - a. Four (4) hours or less-overtime pay for four (4) hours.
  - b. More than four (4) hours to eight (8) hours – overtime pay for eight (8) hours.
  - c. More than eight (8) hours to twelve (12) hours – overtime pay for twelve (12) hours.
  - d. Any amount of time in excess of twelve (12) hours will be paid as indicated in the above formula (i.e., four (4) hour increments).

K. The Sheriff or his/her designee may assign the standby Officer/Investigator to other law enforcement duties during the Standby time.

L. When an Officer/Investigator is called to work on his/her time of off-duty hours, such assignment shall be compensated at an overtime rate with a minimum of four (4) hours.

M. Beeper Time:

Effective and retroactive to January 1, 2022, Sheriff's Officers/Investigators assigned to handle K9 who, in the sole discretion of the Sheriff, are designated to carry beepers or cell

phones shall be compensated at forty-five dollars (\$45.00) a day for each day on call in which the employee is not called out. Currently, only two (2) handlers are on call at a time (one for explosives and one for narcotics.) If called out, the employee shall only receive the call-out pay. All other Sheriff's Officers/Investigators who are assigned to carry beepers or cell phones shall not receive standby pay except if they are placed on standby for reasons other than that for which they have been given a beeper or cell phone.

Effective January 1, 2014 designated on call compensation shall be twenty-five dollars (\$25.00) per day.

N. When a non-scheduled overtime assignment occurs between the hours of 10:00 p.m. and 4:00 am., the Officer/Investigator shall be released from his/her scheduled shift for a period of time not to exceed seven and one-half (7 ½) hours upon completion of an unscheduled overtime.

O. All Officers/Investigators covered under the terms and conditions of the agreement as stated in Article 1 shall be subject to departmental order-in overtime list for replacement Officers/Investigators assigned to the A.B.C., and D shifts.

P. The following is the computation for breaks and lunch payments for Officers/Investigators working overtime. If the Officers work:

4 hours	they get	15 minutes break
5 hours	they get	½ hour lunch only
6 hours	they get	½ hour lunch + 15-minute break
7-8 hours	they get	½ hour lunch + ½ hour in 2 breaks.

After 8 hours, start cycle again. Example:

If an Officer/Investigator works 9-11 hours, he gets ½ hour lunch and ½ hour break. If an Officer/Investigator works 12 hours, he then gets an additional 15-minute break (1/2 hour lunch + 45 minutes in breaks).

\*The above computation does not include hospital details.

Q. Earning Paid Leave Time

1. In an employee's first year of full time employment, paid leave shall be earned on a monthly basis and shall not be credited to an employee either at the commencement of his/her employment or anytime during their full first year of employment. If an employee starts actually working by the 10th day of his/her first month of employment, and he/she work the balance of all of his/her scheduled workdays for the rest of that month, then he/she shall earn on a pro rata basis a full month of paid leave (e.g., 1 paid vacation day, 1.25 paid sick day, and 1/3 paid personal day, for that month), otherwise paid leave shall not be earned until commencement of his/her next first full month of work.

2. On the anniversary date of an employee's first full year of full time employment, employees shall be credited on that date with the proportional amount of paid leave that can be earned over the balance of that calendar year based on 12 paid vacation days, 15 paid sick days, and 4 personal days, each for a full calendar year (e.g., if the hire date is on July 1, 2021, then on July 1, 2022, the employee shall be credited with half of his/her annual eligible credited paid leave ( e.g., 6 credited paid vacation days, 7.5 credited paid sick days, and 2 paid personal days).

3. On each January 1 thereafter, employees shall be credited on January 1 with their full amount of contractual paid vacation leave, eligible paid sick leave and contractual paid personal leave, in anticipation that this credited paid leave time will be earned by employees working to the end of the calendar year.

4. If more January 1 credited paid leave time is taken by an employee than is earned by him/her by end of a calendar year, or by the date of an employee's separation of employment from the County if separation occurs before the end of a calendar year, then that employee shall owe the County such amount of credited paid leave time taken by him/her that is not earned. That unearned amount of paid leave time taken either shall be deducted from that employee's next January 1 contract credited and eligible paid leave time, or in the case of a separation of employment before the end of a calendar year the amount of taken but unearned paid leave time shall be deducted from such employee's final payments otherwise due from the County, or by legal process, or both if needed to recover the full amount due.

5. For the purpose of earning paid vacation, sick and personal leave benefits, "work" time shall include time actually worked by employees, as well as all time during which an employee is on paid leave status that has been earned, inclusive of paid holidays and unpaid active duty military leave. So long as an employee is on such paid leave status for at least ten (10) consecutive full scheduled work days in a calendar month, he/she shall earn in such month a 1/12th proportional amount of his/her January 1 credited paid vacation, sick and personal leave, as set forth in Articles 17 (Vacations), 18 (Sick Leave) and 23 (Personal Days), below.

6. When separations of employment becomes known to the County Human Resources Office before the end of a calendar year, then such an employee's credited paid leave time shall automatically be reduced in that year, or as of the January 1 next if separation is not to occur until that next year, and in no instance shall such an employee take more paid leave than he/she is capable of earning over the balance of his/her remaining employment time with the County.

**ARTICLE 14: MAINTENANCE OF BENEFITS**

A. This Agreement shall not be construed to deprive any employee of any previously granted benefits, right, privilege or protection granted by the Laws of the State of New Jersey, Resolutions, Ordinances or Promulgation's of the County, Rules and Regulations of any State Agency, Title 4A inclusive, or any applicable provision of the United States Constitution, the Federal Fair Labor Standards Act of 1985.

B. Retention of Civil Rights: All employees covered by this Agreement shall retain all rights as set forth within the Constitution of the State of New Jersey and the Constitution of the United States as well as N.J.S.A. 40A:14 – 147 and any other applicable statutes.

C. Adherence to New Jersey State Civil Service Commission: The Employer and the Association understand and agree that all rules promulgated by the New Jersey State Civil Service Commission concerning any matter whatsoever not specifically covered in this Agreement shall be binding upon both.

**ARTICLE 15: SAVINGS CLAUSE**

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

B. Previous benefits existing or alleged to have been existing prior to the effective date of this Agreement shall not be admissible in any judicial or grievance procedure hearing.

C. In order for a benefit to be binding it must be:

1) clearly enunciated and explicitly acted upon; and

2) readily ascertainable over a reasonable period of time as a fixed and established

benefit accepted by both parties.

**ARTICLE 16: PERSONNEL FILE**

A. Employees shall have the right to inspect and review their own personnel file on reasonable notice and at reasonable time upon written request. The employee shall have the right to define, explain or object in writing to anything found in his/her personnel file. Said writing shall become a part of the employee's personnel file.

B. In this agreement, there will not be anything to prevent employee from requesting the expunging of any documents or portion of documents in his/her personnel file. Any written denial of this request will be included in the employee's personnel file by the appointing authority for a twelve (12) month period of time.

C. The Sheriff agrees to provide a copy to the Officer/Investigator of any material placed in his/her personnel file. Each inspection of the personnel files shall not be for more than 15 minutes during the employee's workday.

D. It is understood that the files maintained by the County Human Resources Director are the Official personnel files for all Officers/Investigators.

E. No documents shall be entered in a Sheriff's Officers/Investigators personnel file that fall within the following categories.

1. Any accusation that does not result in a hearing and finding of guilty.
2. Department investigations and/or hearing that do not result in a finding of guilty.
3. Department hearings that result in a finding of guilty but are overturned by New Jersey State Civil Service Commission appeal or judicial review.

4. Any other adverse action against a Sheriff's Officer/Investigator that is overturned by New Jersey State Civil Service Commission appeal, PERC ruling or judicial review.

5. Any adverse action against a Sheriff's Officer/Investigator, which is processed through the grievance procedure where such grievance is upheld.

6. Any letter, statement, or report, or other document that implies wrongdoing or inefficiency that is not substantiated by a hearing and finding of guilty except in cases of written reprimands.

7. The Sheriff retains his/her right to maintain all documents that fall within the above categories in cases pending final disposition and/or appeal.

F. All personnel file entries concerning oral or written reprimands will be removed from the Officer's/Investigator's Personnel File upon written request from the Officer/Investigator, provided no other same type of incident occurs within 12 months of an oral reprimand and 12 (twelve) months of a written reprimand.

G. All minor disciplinary actions which result in a suspension or fine of five (5) days or less, shall be removed from the Officer/Investigator's personnel file twenty-four (24) months from the date of entry provided no other similar suspensions or fines follow within the said twenty-four (24) month period. It will be the responsibility of the Officer to notify the Sheriff when he/she becomes eligible to have said documents removed from his/her file. It is charge specific as to progressive discipline and removal from files. Insubordination, neglect of duty, excessive absenteeism, etc. are all different general causes and as such are not considered "similar."

H. Nothing shall be entered in any Sheriff's Officer's/Investigator's personnel file, for any reason whatsoever, unless the Officer/Investigator receives a copy of that document.

I. Any document requested by an Officer/Investigator, already received by the Officer/Investigator, can be charged for the copies at the County Rate established for public documents.

### ARTICLE 17: VACATION

A. Schedule of Vacation Days

Schedule of Vacation Days		
From	Through	How many days
The start of employment	The completion of 1 year	1 day per month for each month of service
The start of 2 <sup>nd</sup> year	The completion of 5 years	12 days
The start of 6 <sup>th</sup> year	The completion of 9 years	15 days
The start of 10 <sup>th</sup> year	The completion of 12 years	16 days
The start of 13 <sup>th</sup> year	The completion of 20 years	20 days
The start of 21 <sup>st</sup> year	-	25 days

B. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Sheriff with a cap of one (1) calendar year's allotment and further subject to any special provisions. The Sheriff shall not be arbitrary and capricious in applying the provisions of this paragraph.

C. Employees must submit vacation preferences by April 15th of each year with first and second choices. All requests shall be approved or denied by May 15<sup>th</sup> of each year. Failure to

timely submit such request shall result in the employee receiving leftover vacation time. Timely requests for the same vacation shall be resolved by seniority and staffing needs.

D. When an employee requests permission to use an individual vacation day or part thereof, such requests shall be granted at the discretion of the Sheriff and shall not be unreasonably denied. Employee may request use of individual vacation days, or part thereof, on short notice to employer, in matter considered a verifiable emergency.

E. Changes in the scheduling of vacations will not be permitted without the prior approval of the Sheriff but shall not be unreasonably denied.

F. If, for any reason, an employee's vacation is canceled by management, the vacation may be rescheduled in accordance with Section C.

G. Vacation leave shall be prorated for the last calendar year of employment. It shall be assumed that an employee shall remain in the service of the Employer for the full calendar year or portion thereof from date of hire and is entitled to use all vacation time for that calendar year. If separation of employment occurs before the end of the calendar year and the employee has used more than his or her pro-rata number of vacation days, the per diem rate of pay for the excess vacation days shall be deducted from the separated employee's last paycheck(s). If separation of employment occurs before the end of the calendar year and the employee has used less than his or her pro-rata number of vacation days, the per diem rate of pay for all unused vacation days shall be added to the employee's last paycheck(s). The Comptroller upon receiving notification of overpayment shall pursue reimbursement of the overpayment from the former employee.

H. Unused vacation days may be carried over for one (1) calendar year where a vacation request had been denied by management during the calendar year, subject to the approval of the Board of County Commissioners.

**ARTICLE 18: SICK LEAVE**

Section A. The Federal Family and Medical Leave Act of 1993 (“FMLA”), as amended, and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 (“FLA”), shall apply as may be applicable to an employee’s qualifying sick leave absence. See the County HR Policy.

Section B.

1. A new employee shall earn sick leave at a rate of one and one-quarter (1 ¼) days per month on a month-to-month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31<sup>st</sup>.

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

3. Sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. (See also Paragraph Q of Article 13 regarding earning paid leave time.)

4. All other proper and authorized leaves as provided in the rules of the New Jersey State Civil Service Commission shall be recognized and constitute part of this agreement.

Section C.

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

2. During the time that the Human Resources Office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave of pay is granted, the sick leave used by the employee will be reaccredited to the employee and the sick leave injury will be retroactive to the date, which is determined by the Insurance Carrier or Court, if applicable.

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

Section D. The County agrees the following shall apply. An employee who requests a leave without pay for reason of disability due to pregnancy shall be granted leave under same conditions as those applicable to such employees for sick leave or leave without pay. The County may request acceptable medical evidence that the employee is unable to perform her work because of disability due to the pregnancy. All other terms of N.J.A.C. 4A:6-1.8 shall also apply.

Section E. Accumulated Sick Time Payoff Upon Retirement - The parties will be bound by the terms of the Accumulated Sick Time Payoff Upon Retirement provisions as set forth in the current County Human Resources Policy. Any modification to those provisions in the HR Policy shall be negotiated with the union prior to implementation. The County will notify the

union of any proposed modification and will negotiate with the union concerning such modifications in a timely manner.

**ARTICLE 19: BEREAVEMENT**

A. In the event of death of:

(1) the employee's spouse, child, or parents, the employee shall be granted time off without loss of pay from the day next following the day of death, but in no event shall said leave exceed five (5) working days;

(2) the employee's current son-in-law, current daughter-in-law, current mother-in-law, current father-in-law, Brother, current brother-in-law, Sister, current sister-in-law, Grandparents, Grandchildren, aunts, uncles, or other relative continuously residing in the employee's household, the employee shall be granted time off without loss of pay from the next following day of death, but in no event shall said leave exceed three (3) working days.

B. Reasonable verification of the event may be required by the County.

C. An employee may make a request of the Sheriff or a designated representative for time off to attend a funeral separate and distinct from bereavement leave to be charged as sick, personal or vacation time.

D. If an employee is on vacation leave or sick leave, and an eligible death occurs, the vacation leave or sick leave shall terminate and bereavement leave shall apply.

E. There shall be no annual cap for bereavement leave.

F. Bereavement days can be used between the day of death and the day of burial subject to approval of Sheriff. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the allotted days sequentially once the option is taken.

**ARTICLE 20: MEDICAL BENEFITS**

A. Vision Care

The County shall reimburse costs of vision care for its employees who have been continuously employed for more than sixty (60) days to the extent set forth below. The vision care allowance shall be limited to payments every other year or not more than once every two calendar years. This benefit shall not be cumulative.

Eye Examination	\$50.00
Lenses and Frames	<u>\$90.00</u>
Maximum	\$140.00

B. Dental Coverage

The County shall provide, an appropriate dental care plan whose benefits and provisions shall be the substantial equivalent of the dental care plan in place for employees as of December 31, 1999. In the event the County wishes to alter, amend or replace the current dental care plan it shall give thirty days' notice to the PBA representative of such proposed change and make available to such representative a full schedule of benefits and costs of the proposed program. In the event of objection to such County action the parties shall enter into good faith negotiations regarding the adoption of any new dental plan with due regard for competitive availability of equivalent plans, relative costs and benefits and ease of administration of benefits.

1. Employee contributions to premiums for the approved dental care plan shall continue at the same level and frequency as provided for in the collective bargaining contract in effect on December 31, 1998. Any annual increase in said contributions shall not exceed 14.99% of previous annual premium.

2. The County is not and shall not be required to provide Dental Expense Coverage to current or future retirees unless otherwise agreed to by a collective bargaining agreement.

C. Health and Hospitalization Insurance

1. Eligibility

All County employees on the County payroll for not less than sixty (60) days or on July 1, 1999 whichever shall be later, and their eligible dependents shall be eligible to enroll in any of the County offered medical insurance plans subject only to the provisions and limitations specifically set out in this contract. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Human Resources Office acknowledging the offered programs and their selection of a specific plan.

2. Level of Benefits

The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependents on the payroll as of September 6, 2001 the (3) HMO options, as available on January 1, 1999 equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who as of September 6, 2001 were enrolled in the Traditional Indemnity Plan shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be permitted subsequently to re-enter the Traditional Indemnity plan at a later date. Employees and their eligible dependents enrolled in any other medical care plan as of September 6, 2001 may not subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to re-enter

the State Health Benefits plan (SHBP) of New Jersey it must provide thirty (30) days' notice to the PBA and enter into negotiations regarding the applications of this contract.

3. Employee Contribution to Premium Costs

a. Health care contributions for medical, prescription, dental and vision benefits shall be consistent with that required by P.L. 2010 Ch. 2 and P.L. 2011 Ch. 78 and by the contribution schedule set forth below for employees hired after September 6, 2001 whichever contribution requirement is higher.

b. Employees who enter County service or become eligible for medical insurance coverage after September 6, 2001 (referred to as "new hires" and "new employees") shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in Section C., 2 above except new hires may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.

c. New employees, as defined above, whose annual base salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage under this section of the contract but will be subject to the provisions of P.L. 2010 Ch. 2 and P.L. 2011 Ch. 78.

d. New employees, as defined above earning an annual base salary in excess of \$25,000 shall be required to contribute towards premiums paid on their behalf upon the following schedule during the term of this contract or pursuant to P.L. 2010 c.2 and P.L. 2011 ch.78 whichever is higher. The only exception shall be in a case where an employee's raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

<u>Salary Level</u>	<u>% of Costs of Selected Plan</u>	<u>Annual Ceiling of Contributions</u>
\$25,001-\$30,000	25%	\$400
\$30,001-\$35,000	35%	\$650
\$35,001-\$40,000	45%	\$900
\$40,001-\$45,000	55%	\$1,250
\$45,001-\$50,000	65%	\$1,500
\$50,001 +	75%	\$1,750

e. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the County on an annual basis with notice to each effected employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each calendar year.

The County may not increase or alter an employee's required contribution at any other time.

4. Effective January 1, 2018 changes in medical benefits set forth below shall be implemented except that such change shall not apply in retirement to any employee who retires on or before January 1, 2019. Instead, such employee shall continue to pay \$0.00 for generic and \$3.00 for brand name in retirement.

5. Co-pays for Medical Coverage

a. Office visit co-pay shall be \$10.00 for both primary care physician and specialist.

b. Urgent care visit co-pay shall be \$20.00.

c. Emergency Room co-pay shall be \$50.00 per visit.

6. Prescription Coverage - Co-pays for prescriptions shall be:

-0- for generic

\$15.00 for preferred brand name

\$30.00 for non-preferred brand name.

There shall also be a Step Therapy Program and a Specialty Drug Management Program implemented. An overview of the components of these programs is attached hereto.

D. Survivor Benefits – Effective and retroactive to January 1, 2021, the surviving spouse (and eligible dependents) of an employee who with 10 or more years of service with Middlesex County dies while on the payroll of the County shall be entitled to a continuation of health benefit coverage from the date of death (until the surviving spouse reaches age 65 or remarries or obtains or is able to obtain benefit coverage from another source and dependents until they are age limited) under the same terms and conditions as applied while the employee was alive, including payment of contributions in accordance with the rates set forth in P.L. 2011 required under Ch. 78. Any modification or termination of these benefits shall be administered in accordance with current County Policy.

E. Modification of Chapter 78 contributions for retirees.

Effective and retroactive to January 1, 2021, the County agrees to modify the exemption from the requirement to pay contributions upon retirement pursuant to the provisions of Chapter 78 such that employees who have completed 10 (ten) years of service or more with the County at any time during calendar year 2011 and who become eligible for health benefits based upon 25 or more years of service will not be required to make contributions pursuant to the rates set forth in P.L. 2011 Chapter 78 for their health benefits upon retirement, consistent with

current County Policy. Consistent with applicable law, the purchase of military time on or before 12/31/2011 may be used to meet the eligibility requirements set forth herein.

F. Modification of health benefits for future retirees

Employees who become entitled to health benefits upon retirement will receive the same level of benefits they had on the last day of service immediately preceding their retirement.

G. Retirement Benefits

County employees and dependents who qualified for medical benefits and retired effective December 31, 2016 or prior shall continue to receive all benefits due them under the terms of the Agreement in force when they retired including prescription coverage as therein defined. County employees and dependents who qualify for medical benefits on or after January 1, 2017 shall continue all benefits due to them under the terms of this Agreement (as those benefits may hereafter be modified.) The County shall provide medical benefits to employees who honorably retire after twenty-five (25) years of credited public service as described by state statutes and criteria of the New Jersey Division of Pensions. Retired County employees may not have their benefits reduced or costs increased except upon some act of the Legislature of New Jersey, the Congress of the United States or an order of a Court of competent jurisdiction.

The County shall continue to provide fully paid medical benefits to employees who honorably retire after twenty five (25) years of credited public service as described by state statutes and criteria of the New Jersey Division of Pensions; and employees who qualify for and are approved by the New Jersey Division of Pensions for receipt of disability retirement benefits in accordance with applicable contracts as set forth herein. Consistent with the terms of this Agreement, this benefit is subject to P.L. 2010, c. 2 or P.L. 2011 c.78.

Retired employees shall not be entitled to dental benefit unless so offered by the County at some later date at the County's discretion and terms.

H. Administration

In the event a third-party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the effected employee may apply to the County to pay such claim upon adequate submission of supporting documentation. When the County deems such claim properly completed it shall make payment therein within an additional thirty (30) days. As part of such application the County may require the execution of binding assignment or subrogation agreement from the employee to the extent of payments made on the employee's behalf.

**ARTICLE 21: HOLIDAYS**

A. The parties will be bound by the terms of the Holidays article as set forth in the current County Human Resources Policy 1:9-1 Paragraph A. Any modification to this article in the HR Policy shall be negotiated with the union prior to implementation. The County will notify the union of any proposed modification and will negotiate with the union concerning such modifications in a timely manner.

B. If a holiday falls during an employee's vacation or bereavement time, he/she shall be granted an additional day off with pay.

C. Paid Holiday occurring during a period of sick leave shall not be charged to sick leave.

D. Employees ordered and scheduled to work by the Sheriff or his/her Section Designee on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid their regular day's pay plus and additional rate of double time pay for the hours worked.

E. No vacation leave or personal days shall be granted without the express approval of the Sheriff immediately before or after any holiday period.

F. All work performed on a holiday shall be compensated at a rate equal to two and one-half times ( $2 \frac{1}{2} X$ ) the rate of pay which would apply on a normal workday. The eight (8) hours regular day's pay shall always count toward the  $2 \frac{1}{2} X$  rate of pay. Specific examples are as follows:

1. Employee scheduled to work seven and one half ( $7 \frac{1}{2}$ ) hours on a holiday who actually works seven and one half ( $7 \frac{1}{2}$ ) hours.

$7 \frac{1}{2}$ hours (regular pay @ straight time)	= $7 \frac{1}{2}$ hours
$7 \frac{1}{2}$ hours @ $1 \frac{1}{2} X$	= <u><math>11 \frac{1}{4}</math> hours</u>
TOTAL PAY	= $18 \frac{3}{4}$ hours

2. Employee scheduled to work seven and one half hours on a holiday that actually works 15 hours.

$7 \frac{1}{2}$ hours @ straight time pay	= $7 \frac{1}{2}$ hours
$7 \frac{1}{2}$ hours @ $1 \frac{1}{2} X$	= $11 \frac{1}{4}$ hours
$7 \frac{1}{2}$ hours @ $2 \frac{1}{2} X$	= <u><math>18 \frac{3}{4}</math> hours</u>
TOTAL PAY	= $37 \frac{1}{2}$ hours

3. Employees not scheduled to work because of a holiday that is called in to perform 2 hours work.

$7 \frac{1}{2}$ hours @ straight time pay	= $7 \frac{1}{2}$ hours
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4 hours (min. call-back) @1 ½ X	= <u>6 hours</u>
TOTAL PAY	= 13 ½ hours

4. Employees not scheduled to work because of a holiday who is called in to perform 10 hours of work:

7 ½ hours @ straight time pay	= 7 ½ hours
7 ½ hours @ 1 ½ X	= 11 ¼ hours
2 hours @ 2 ½ X	= <u>5 hours</u>
TOTAL PAY	= 23 ¾ hours

**ARTICLE 22: MILITARY LEAVE**

A. The parties will be bound by the terms of the Military Leave provisions as set forth in the current County Human Resources Policy. Any modification to those provisions in the HR Policy shall be negotiated with the union prior to implementation. The County will notify the union of any proposed modification and will negotiate with the union concerning such modifications in a timely manner.

B. Paid and Unpaid Military leave is governed by N.J.A.C. 4A:6-1.11, N.J.S.A. 38:23-1, N.J.S.A. 38A:4:4 and such other applicable State and Federal statutes and regulations as may be applicable in a given situation.

**ARTICLE 23: PERSONAL DAYS**

A. In addition, all employees shall have four (4) personal holidays to be used for any purpose whatsoever. Personal holidays may be taken on separate days or consecutively, however, the employee should, whenever possible, give the Employer one (1) day notice for each personal holiday to be taken. New employees shall accrue one (1) personal holiday at the end of each third month of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per third month of employment completed in the year said employment is terminated. Personal holidays may not be accumulated annually.

**ARTICLE 24: UNIFORMS**

A. New Officers/Investigator will be issued an adequate uniform issue at the start of their employment to cover their probationary working period.

B. Upon completion from a certified Police Training Commission Police Training Academy the New Officer will be supplied the remainder of the issue to complete the remainder of the uniform inventory as described below.

The complete Uniform inventory will be as follows:

Three (3) Trousers

Three (3) Long Sleeve Shirts

Three (3) Short Sleeve Shirts

Two (2) Ties

One Dress Hat

One (1) Uniform Jacket

One (1) Hat Badge

One (1) Uniform Badge

One (1) Identification Card

One (1) Raincoat

One (1) Name Tag

C. Under no circumstances will an Officer/Investigator be required to wear civilian attire when assigned to outside duty. However, civilian outer garment may be worn, to the overtime assignment if the Officer/Investigator so desires.

D. If at any time it is deemed necessary for the Sheriff to add to or alter the present uniform inventory, the Sheriff will provide the additional issue initially.

Thereafter, the Sheriff's Officer/Investigator will maintain the issue.

E. The Employer will maintain its discretionary practice of providing bulletproof vests to Sheriff's Officers/Investigators on a replacement program of every five years. The replacement program is subject to modification at the discretion of the Sheriff based on relevant factors including, but not limited to, manufacturing adjustments that extend the useful life of the vests. The Sheriff also has the discretion to implement a replacement form of protection as such may be developed.

Effective and retroactive to January 1, 2022 the Employer agrees to establish a discretionary reimbursement program with respect to the voluntary purchase of an outer vest carrier approved by the IACP. Upon approval of a request for reimbursement by the Sheriff an amount not to exceed \$200.00 shall be paid provided proof of purchase is supplied to the Sheriff or designee. An officer may be qualified for reimbursement once in every five years. Denial of such request for reimbursement shall not be subject to the grievance and arbitration provisions of

this Agreement. The Sheriff may terminate this program at any time and such termination is not subject to the grievance and arbitration provisions of this agreement.

F. It is understood and agreed that if an employee does purchase a bulletproof vest, it will be considered as part of the dress code and uniform of the day.

G. The Employer shall continue to provide employees with a uniform allowance in the amount of \$1200 per annum.

H. For officers/Investigators in the Academy, uniform allowance shall be paid to them in June if they complete the Academy by June 30. Officers/Investigators who complete the Academy after June 30, shall commence receiving the Uniform allowance the following calendar year. Thereafter, they shall receive uniform allowance consistent with all other Officers/Investigators.

### **ARTICLE 25: POLICE EQUIPMENT**

A. The Standard on-duty weapon shall be a 45 Cal. Semi-Automatic Pistol, when purchased by the employer to replace current sidearm.

B. The employer agrees to provide the following equipment to all employees covered by this agreement. Each officer shall be equipped with a walkie-talkie radio with charger.

C. All of the items set forth within this section shall be provided without charge to those employees who are covered by this Agreement.

D. Qualification and Standards:

At least twice per year or in compliance with the New Jersey State Attorney Generals Standard Guidelines, all employees covered by this agreement must qualify to use the weapons that they have been empowered to carry.

1. The Sheriff shall make provisions to have the employees qualify to use the authorized weapons at an approved firing range that shall be located within the boundaries of the County.

2. The employee shall qualify to use the weapons described herein above during the course of the employee's normal workday and shall not suffer loss of pay or any other benefit covered within this Agreement.

E. Off-Duty Weapons:

It is agreed to and understood that Sheriff's Line Officers will be permitted to carry non-issue weapons of any caliber when off-duty if the Officer/Investigator has qualified on that weapon, and if the Officer/Investigator qualifies when he/she qualifies with his/her service weapon and if the Officer/Investigator provides the ammunition needed to qualify with the non-issue weapons.

1. The Officer/Investigator can qualify at other times on the Officer's/Investigator's own time so long as there is no cost to the County.

2. The carrying of weapons both on and off-duty shall be governed by N.J.S.A. 2C:39-6.

**ARTICLE 26: TUITION AID POLICY**

A. The employer further agrees to maintain its assistance for employees attending institutions of higher learning in accordance with the policies procedures established for the County tuition aid program, subject to negotiations for each succeeding contract and the availability of funds.

**ARTICLE 27: SHERIFF'S INVESTIGATIONS**

A. In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The interrogation of an officer or investigator shall be at a reasonable hour, preferably when the officer or investigator is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Sheriff or his Designee.

3. The officer or investigator shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the officer or investigator of the allegations should be provided. If the officer or investigator is a potential target of the investigation, he/she shall be advised.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The officer or investigator shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as inducement to answering questions.

6. At every stage of the proceedings, the Employer shall afford an opportunity for an officer or investigator, if he/she so requests, to consult with counsel and/or his PBA Representative before being questioned concerning a violation of the Rules and Regulations. However, such request shall not delay the interrogation beyond one (1) hour for consultation with his/her attorney or PBA representative. At no time will a co-target of an investigation be allowed to represent another co-target during questioning or during a Hearing. All parties will be responsible for arriving at the investigation site in a reasonable time.

7. In cases other than departmental investigation, if an officer or investigator is under arrest or if he is suspect or target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Administration or its Officers/Investigators of the ability to conduct the routine and daily operations of the Sheriff's Department.

9. When, in the judgment of the Sheriff or the Sheriff's designee, an officer is involved in a critical incident, he/she shall be removed immediately from the area or as soon thereafter as possible if, in the judgment of the Sheriff or the Sheriff's designee, medical treatment or evaluation is requested and required. Such request shall not be unreasonably denied.

B. In the event any Officer/Investigator shall be suspended, regardless of the duration of such suspension, he shall be entitled upon request to a hearing as soon as possible

after the suspension by the Sheriff or his/her designee. The Officer/Investigator shall be entitled to legal representation throughout said hearing.

**ARTICLE 28: TRANSPORTATION OF PRISONERS**

A. The policy in the transporting of prisoners in a vehicle is that not less than two (2) Officers/Investigators are assigned. Policy also stipulates that not more than three (3) prisoners will be transported in a Manufacturers Standard Police Package Sedan. If there is more than one (1) prisoner, the Officers/Investigators are instructed to cuff the hand-to-hand, thereby eliminating the possibility of any escape or harm to the Officers/Investigators. In the case of one prisoner being transported, he/she is either cuffed behind the back or to a Belly-chain with leg irons.

B. Additionally, each vehicle is equipped with a screen, which separates the prisoners from the Sheriff's Officers/Investigators. In the event that more than (3) prisoners are transported in a van, a back-up car will be assigned with two (2) Officers/Investigators to follow the van.

C. It is further agreed to and understood that Sheriff's Officers/Investigators assigned to the transport of prisoners from one station to another and/or court for processing shall be provided with throw-away gloves and face mask when it is deemed necessary, and will also be provided with any other attire deemed both reasonable and appropriate.

**ARTICLE 29: SHERIFF'S DEPARTMENT VEHICLES**

A. The Employer agrees to provide suitable police package equipped vehicles only for the Sheriff's Department service. These vehicles will be under and in concert with U.S. Automobile Manufacturers Standards to ensure safety, health, and comfort of the operative while in performance of their duties.

B. The Employer will keep vehicles in a high state of repair during the period the vehicles are being utilized by the Sheriff's Department.

C. At no time will an Officer/Investigator of the Department be mandated to operate a vehicle, which is not fully safe to use and not in the best interest of the department, of the Officer/Investigator and the general public.

**ARTICLE 30: CEREMONIAL ACTIVITIES**

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

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

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

**ARTICLE 31: DURATION**

It is hereby agreed by the Employer and the Union that this Agreement shall be a four (4) year term, commencing January 1, 2021 and ending December 31, 2024 and shall remain in full force and effect until a successor collective bargaining agreement is negotiated. The Agreement may be reopened for 2025 contract negotiations by either party upon notice in writing at least ninety (90) days prior to December 31, 2024.

COUNTY OF MIDDLESEX

By Its Board of Chosen Freeholders

ATTEST

DocuSigned by:

*Amy Petrocelli*

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Amy R. Petrocelli  
Clerk of the Board of Chosen Freeholders

DocuSigned by:

*Ronald Rios*

463A26B394FF496...

Ronald A. Rios, Director  
Board of Chosen Freeholders

DocuSigned by:

*Niki Athanopoulos*

5302537CBA7A4A8

APPROVED AS TO FORM AND LEGALITY:  
NIKI ATHANASOPOULOS, ESQ.  
FIRST DEPUTY COUNTY COUNSEL

DocuSigned by:

*Mildred Scott*

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Mildred S. Scott, Sheriff

PBA Local #165

DocuSigned by:

*Kevin Mastroserio*

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Kevin Mastroserio  
President, PBA #165

DocuSigned by:

*Jeff Bell*

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Jeffrey Bell  
State Delegate, PBA #165

**APPENIDIX I****PBA 165 STEP SCHEDULE A**

<b>Schedule A</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Training</b>	40,236	40,236	41,443	42,479	43,541
<b>1st Year</b>	48,717	48,717	50,179	51,433	52,719
<b>2nd Year</b>	54,751	54,751	56,394	57,803	59,248
<b>3rd Year</b>	60,784	60,784	62,608	64,173	65,777
<b>4th Year</b>	66,817	66,817	68,822	70,542	72,306
<b>5th Year</b>	72,851	72,851	75,037	76,912	78,835
<b>6th Year</b>	78,885	78,885	81,252	83,283	85,365
<b>7th Year</b>	100,627	101,633	105,699	109,398	113,227
<b>Senior Pay 15 Years</b>	103,646	104,682	109,927	113,774	117,756
<b>Senior Pay 20 Years</b>	105,719	106,776	113,224	117,187	121,289

**PBA 165 STEP SCHEDULE B**

<b>Schedule B</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Training</b>	41,944	41,944	43,202	44,282	45,389
<b>1st Year</b>	48,709	48,709	50,170	51,425	52,710
<b>2nd Year</b>	52,757	52,757	54,340	55,698	57,091
<b>3rd Year</b>	56,804	56,804	58,508	59,971	61,470
<b>4th Year</b>	60,248	60,248	62,055	63,607	65,197
<b>5th Year</b>	63,901	63,901	65,818	67,463	69,150
<b>6th Year</b>	67,775	67,775	69,808	71,553	73,342
<b>7th Year</b>	71,884	71,884	74,041	75,892	77,789
<b>8th Year</b>	76,242	76,242	78,529	80,492	82,505
<b>9th Year</b>	80,865	80,865	83,291	85,373	87,508
<b>10th Year</b>	85,768	85,768	88,341	90,550	92,813
<b>11th Year</b>	97,410	98,990	103,574	107,820	112,214
<b>Senior Pay 15 Years</b>	100,332	101,960	107,717	112,133	116,703
<b>Senior Pay 20 Years</b>	102,339	103,999	110,948	115,497	120,204