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Middlesex
1972

RESOLUTION

WHEREAS, negotiations were conducted pursuant to the Public Employment Relations Commission with Policemen's Benevolent Association Local No. 219, and

WHEREAS, agreement has been reached between the representatives of the County of Middlesex and the representatives of said employees group, which agreement is in accordance with the attached; and

WHEREAS, it is the opinion of the Board of Chosen Freeholders that said agreement is in the best interest of the County of Middlesex;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of Middlesex County that the attached agreement between the County of Middlesex and the Policemen's Benevolent Association Local No. 219, as bargaining agent for the employees covered by the attached agreement, shall be and is hereby approved subject to and conditioned upon the approval of the Internal Revenue Service as required by the 2nd paragraph of Section 5, and

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to execute an agreement with the above mentioned parties as attached hereto, and the Clerk of this Board shall be and is hereby directed to attest to said agreement with the above mentioned parties as attached hereto, and to affix thereto the corporate seal of the County of Middlesex, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Director of Personnel Relations, County Comptroller, and County Treasurer.

THIS BOOK DOES NOT CIRCULATE

Tail Guards

This agreement made the 10th day November 1972 between the County of Middlesex, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer) and Policemen's Benevolent Association Local No. 219 (hereinafter known as the Association).

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

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

WHEREAS, the parties have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to Law,

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

1- RECOGNITION: The Association is hereby designated as the bargaining agent for all employees employed by the County of Middlesex in the following job titles:

MIDDLESEX COUNTY SHERIFF'S OFFICERS (JAIL GUARDS)

JOB CLASSIFICATIONS

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Sheriff's Officers
Sheriff's Officers Sergeants
Sheriff's Officers Lieutenants
Food Service Supervisor
Food Service Worker Foreman
Head Cook
Chief Clerk

2- SALARY RANGES: Employees covered under the terms of this agreement shall be paid in accordance with the following salary ranges:

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RESOLUTION

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WHEREAS, it is the opinion of the Board of Chosen Freeholders that said agreement is in the best interest of the County of Middlesex;

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BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to execute an agreement between the mentioned parties as attached hereto, and the Clerk of this Board shall be and is hereby directed to attest to said agreement with the above mentioned parties as attached hereto, and to affix thereto the corporate seal of the County of Middlesex, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Director of Personnel and Employee Relations, County Comptroller, and County Treasurer.

Dated:

Sheriff's Officers	\$7369.00 - \$10313.00
Sheriff's Officers Sergeants	8162.00 - 11424.00
Sheriff's Officers Lieutenants	8957.00 - 12093.00
Food Service Supervisor	8162.00 - 11424.00
Food Service Worker Foreman	7298.00 - 9928.00
Head Cook	7144.00 - 9475.00
Chief Clerk	8530.00 - 11946.00

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

4- DUES CHECKOFF The Employer agrees to deduct from the earnings of each employee the Association dues when said employee has properly authorized such deduction in writing and remit to the Association monthly the amount of dues deducted.

5- WAGES AND PAY PERIODS Effective January 1, 1972, all Association employees shall receive a wage increase, to be allocated among the members of the Association in the amount of \$20,088.00.

This increase will be submitted to the Internal Revenue Service to obtain its approval to the extent wage increases exceed federal guidelines concerning the amount of salary and wage increases.

If this wage submission to I.R.S. is not accepted by I.R.S., it is agreed that the wage agreement will revert to the Federal guidelines and conform to same.

All employees shall be entitled to receive a longevity increase which will be based upon their salary as of December 31, 1970. The rate of longevity paid to be based upon the Resolution authorizing longevity payments and setting up schedules of

payments of same duly adopted by the Employer on March 18, 1971, and as amended, which Resolution is herein incorporated and made a part of this agreement.

All jail personnel covered by certification of PBA #219 shall be entitled to receive an annual Uniform Maintenance Allowance of \$150.00. The \$150.00 is to be paid \$75.00 June 30th and \$75.00 at the last pay period in December and said maintenance allowance is to be pro-rated at the rate of \$12.50 per month.

All personnel, when held over or called in beyond the normal scheduled working day, will receive one and one-half (1½) times their hourly rate of pay.

All personnel shall be paid overtime at the rate of one and one-half (1½) times their normal rate for the performance of any riot duty when said duty is approved by the Assignment Judge.

6- MEDICAL BENEFITS All employees shall be covered by Blue Cross, Blue Shield, Rider J, and Major Medical, at the Employer's expense.

7- HOLIDAYS The present holiday schedule in effect is to be adhered to and also to be observed are any additional holidays declared by constituted officials of the County, State or Federal Government. When these holidays conflict with the work schedule, they may be taken as compensatory time.

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

9- VACATIONS All employees shall be granted vacation leave based upon the following, from the date they are hired:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to nine years	Twelve working days during each year of service.
Ten to nineteen years	Sixteen working days during each year of service.
Twenty years or more	Twenty working days during each year of service.

10- SICK LEAVE Sick leave shall accumulate at the rate of one and one-quarter (1 $\frac{1}{4}$) days per month in the first year of service, commencing in the first month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick-days, pro-rata, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than appropriated on a pro-rata basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year, with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for workmen's compensation shall not be charged to sick leave.

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

11- CIVIL ARREST INSURANCE COVERAGE The Employer agrees to provide false arrest insurance coverage for employees who are named defendants in civil liability actions related to activities

within the scope of their employment as covered by insurance policy Reference No. AM 9020 WHM.

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

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

Step 1. The Association's Representative shall present the employee's grievance or dispute to the employee's immediate supervisor, in writing, within ten (10) working days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond, in writing, to the employee within three (3) working days.

Step 2. If the grievance has not been settled, it shall be presented within five (5) working days in writing by the Association representative to the department head after the supervisor's response is due. The department head shall respond to the Association representative in writing within five (5) working days.

Step 3. If the grievance still remains unadjusted or unanswered by the department head, it shall be presented by the Association representative to the County Personnel Director, in writing, seven (7) working days after the response of the department head is due. The Personnel Director shall respond within ten (10) working days in writing to the Association representative.

The Association may request a meeting with the Personnel Director within five (5) working days after receiving the answer from the department head.

Step 4. If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the Personnel Director.

ARBITRATION: Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and the employees. If the Employer and the employees cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement, such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing which shall be advisory. The cost of the arbitrator's fee shall be shared by the Employer and the Association. Time extensions may be mutually agreed to by the Employer and the employees.

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

15- NO-STRIKE OR LOCK-OUT DIVISION Neither the union nor the employee or the employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage.

page, lock-out or any other intentions of interruption of work. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

15- DURATION OF CONTRACT It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1, 1972 until December 31, 1972.

COUNTY OF MIDDLESEX
By its Board of Chosen Freeholders

ATTEST:

George J. Otlowski, Director

Richard M. Mack, Jr., Clerk

President PBA Local 219

Representative PBA Local 219