

AGREEMENT

between

THE COUNTY OF WARREN

and

FOP LODGE 170 SUPERIOR OFFICERS

January 1, 2004 through December 31, 2007



TABLE OF CONTENTS

PREAMBLE	2
Article One Recognition And Scope	2
Article Two Existing Law	2
Article Three Payroll Deductions For Association Dues.....	3
Article Four Association Representatives, Rights And Activity	3
Article Five Management Rights And Responsibilities	5
Article Six Grievance Procedure	6
Article Seven Salaries, Shift Differential, Promotions And Demotions	11
Article Eight Overtime	12
Article Nine Vacations	14
Article Ten Holidays	16
Article Eleven Leaves Of Absence	18
Article Twelve Longevity	24
Article Thirteen Medical Benefits	24
Article Fourteen Strikes	27
Article Fifteen Transportation Allowance	27
Article Sixteen Liability Claims And Indemnification.....	28
Article Seventeen Employer Automobile Insurance.....	28
Article Eighteen Severance Pay.....	28
Article Nineteen Retirement.....	28
Article Twenty Temporary Disability Insurance Plan	29
Article Twenty One Uniform And Maintenance Allowance	29
Article Twenty-Two Miscellaneous Provisions	30
Article Twenty-Three Non-Discrimination	31
Article Twenty-Four Duration	32

PREAMBLE

This Agreement made and entered into as of this day of August 2004 by and between the County of Warren, a body politic and corporate of the State of New Jersey, hereinafter sometimes referred to as the County, and FOP Lodge 170 Superior Officers, hereinafter sometimes referred to as the Association, is the final and complete understanding between the County and the Association on all negotiable issues.

ARTICLE ONE

RECOGNITION AND SCOPE

Section 1

The County hereby recognizes the Association as the sole and exclusive representative of all full-time Corrections Sergeants, Corrections Lieutenants and Corrections Captains employed by the County of Warren excluding managerial executives, casual employees, non-law enforcement personnel, confidential employees, and all other employees of the County for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., as amended, in all matters pertaining to wages, hours of work, and other terms and conditions of employment to the extent deemed mandatorily negotiable under said Act.

Section 2

Unless otherwise indicated, the terms employee or employees when used by this Agreement refer to all persons represented by the Association in the above-defined negotiating unit.

Section 3

All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

Article Two

EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of the State or Federal Laws or New Jersey

Department of Personnel Administrative Regulations. Disputes arising exclusively under such laws or regulations shall not be grievable under Article Six of this Agreement.

Article Three

PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

Section 1

Upon request, the County agrees to deduct from the salaries of those of its employees who authorize it, membership dues from the Association. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with the law, and monies collected together with a listing of the employee, shall be transmitted to the treasurer of the Association by the fifteenth (15th) day of each month following collection.

Section 2

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the County a certified copy of the Resolution indicating dues change(s) and the effective date of such change(s).

Section 3

The Association will provide the necessary dues deduction forms and will secure the signatures of its members on the forms, and deliver the signed forms to the Clerk of the Board of Chosen Freeholders or his designee. The Association shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the County in reliance upon salary deduction authorization cards submitted by the Association.

Article Four

ASSOCIATION REPRESENTATIVES, RIGHTS AND ACTIVITY

Section 1: Association Representatives

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

Section 2: Association Rights

A. Access to Premises

1. (a) Upon twenty-four (24) hours advance notice the Association President or Vice President shall be admitted to the premises of the County for the purpose of conducting legitimate Association business, provided this does not interfere with or interrupt normal operations of the employer's facility. Admittance to the Warren County Correctional Center shall not be afforded to said Association representatives during meal periods and lock up periods.

(b) Said representatives shall have the opportunity to consult with employees in the negotiations unit. The County shall designate appropriate places for said consultations. Such consultations may be held provided they do not interfere with or interrupt the orderly flow of work and normal operations of the employer's facility.

(c) The employer's permission, which shall not be unreasonably denied, must be obtained in advance of admission to the premises and/or consultation with employees, as set forth in subsections (a) and (b) above. Reasons for denial shall be stated in writing, in the absence of which, permission is deemed granted.

Section 3: Association Activity

A. The County agrees that during working hours and without loss of pay the number of designated Association representatives set forth below shall be permitted to engage in the activities specified, provided prior approval is granted by the Warden or his designee and provided participation in such activities does not interfere with or interrupt the normal operations of the employer's facility:

1. Two (2) Association representatives, namely the Association President and Vice President, shall be permitted to represent an employee at a grievance meeting. The aggrieved employee will also be permitted to attend the meeting without loss of pay. In his discretion, the Warden may permit other employees to attend a grievance meeting without loss of pay. Failure of the Warden to excuse from duty more than the said two Association representatives and the employee shall not be grievable.

2. Up to two (2) Association representatives who are on duty on the same shift shall be permitted to attend negotiations meetings with the County's representatives without loss of pay. Up to two (2) additional employees who are off duty may attend negotiations meetings provided

they are authorized to do so by the Association. It is expressly understood that the total number of employees permitted to attend negotiations meetings shall not exceed two (2) employees from the same shift. As an exception to the foregoing, additional employees may attend if such attendance is approved in advance by the Warden.

Section 4: Leave for Association Activity

A. The County agrees to provide Association representatives one (1) paid day leave every other month to attend trustees' meetings, up to seven (7) paid days leave per calendar year to attend the Association's annual conference, and up to two (2) paid days leave per calendar year to attend the Association's annual mini-conference. A total of no more than fifteen (15) paid days shall be taken in any one calendar year under the terms of this Section. This leave is to be used exclusively for the purpose stated. Notification of the need to use such leave shall be given to the Warden in writing at least fourteen (14) days in advance by the Association. The Association agrees to make its best efforts to avoid creating an overtime situation in selecting attendees. The County agrees to cooperate in work scheduling to accommodate the foregoing.

Article Five

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1

In order to effectively administer the affairs of the County Government and to properly serve the public, the County of Warren hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the County;
2. To direct it's working forces and operations;
3. To hire, promote, assign or reassign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action against employees consistent with Civil Service law;
5. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of County government.

Section 2

The County's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and of the United States.

Section 3

The County shall furnish the Association with a copy of any change in the Rules and Regulations at least thirty (30) days prior to the effective date thereof. The County shall notify the Association of the proposed changes in terms and conditions of employment contained in said rules and regulations and discussions shall commence thereon, within 30 days of such notice. With regard to new or revised Rules and Regulations dealing with non-negotiable matters, the County shall provide the Association with a copy on or before the effective date of the new or revised Rule or Regulation.

Section 4

It is agreed and understood that the County's exercise of its management rights and responsibilities, including those matters expressly stated in this Agreement to be within the County's discretion, shall not be grievable.

Article Six

GRIEVANCE PROCEDURE

Section 1: Definition

A. Grievance: A grievance is an alleged violation of terms and conditions of employment as set forth in this Agreement or any dispute with regarding to the Agreement's meaning or application. (This is also referred to as a contractual grievance.) A grievance as defined herein shall also include a dispute concerning the meaning, interpretation or application of personnel policies or administrative decisions affecting the welfare of an employee covered under this Agreement. Such latter grievance, which is known as a non-contractual grievance, may only be processed to Step 3 below. The term grievance (including contractual and non-contractual) and the grievance procedure set forth herein shall not apply:

1. To matters which involve the interpretation or application of a Civil Service Rule or Regulation or N.J.S.A. Titles 11 and 11A (Civil Service), and in which method of review is prescribed by law, rule or regulations;
2. To matters which involve the interpretation or application of any other State or Federal statutes or rule or regulation of any Federal or State agency and in which a method of review is prescribed by law, rule or regulation;
3. To matters where the County is without authority to act;
4. To those matters which the Association raised or could have raised during the negotiations that led to this Agreement;
5. To those matters excluded from the grievance procedure by other provisions of this Agreement.

B. Immediate Superior: An employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

Section 2: Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems affecting employees arising under this Agreement.

The parties agree that disputes shall be resolved at the lowest possible administrative level. Thus the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

Section 3: Steps of the Grievance Procedure

Step 1: An aggrieved employee must file his grievance in writing with his immediate superior within ten (10) calendar days of the occurrence of the matter complained of or within ten (10) calendar days after he would have reasonably been expected to know of its occurrence. In order for a written grievance to be timely and effective, the written grievance must set forth a statement of the factual and legal contentions upon which the grievant relies, and statement of the contract violation(s) alleged (if any), a statement of the results of prior discussions thereon, and a statement explaining why the grievant is dissatisfied with such results. The grievant shall be

prohibited from subsequently expanding the matters contained in the written grievance, except for additional matters that occurred subsequent to the date the written grievance was filed.

If the grievance is not resolved satisfactorily or if no written decision is made within five (5) working days by the immediate superior, the employee may present his grievance to the Warden, setting forth the reasons for his dissatisfaction with his immediate superior's decision.

Step 2: In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time provided, the aggrieved employee may present his grievance to the Warden within five (5) calendar days thereafter. Upon receipt of the grievance, the Warden shall investigate the grievance and shall render a written decision thereon within ten (10) calendar days. Grievances involving the meaning, interpretation or application of personnel policies and/or administrative decisions shall be finally decided at this Step by the Warden or his designee. Only contractual matters may be appealed to Step 3 or higher.

Step 3: In the event there is not a satisfactory resolution of the grievance at Step 2 or an answer given within the time provided, the grieved employee may present his grievance to the Board of Chosen Freeholders or their designated representative within ten (10) calendar days thereafter. To be timely and effective, the written grievance must set forth a statement of the factual and legal contentions upon which the grievant relies, a statement of the contract violation(s) alleged (if any), a statement of the results of prior discussions thereon, and a statement explaining why the grievant is dissatisfied with such results. The grievant shall be prohibited from subsequently expanding the matters contained in the written grievance, except for additional matters that occurred subsequent to the date the written grievance was filed. Upon receipt of the grievance, the Board of Chosen Freeholders or their designated representative shall investigate the grievance and shall render a decision thereon within ten (10) calendar days.

Step 4: If the grievance is not settled through Step 3, then either the Association or the County may move an arbitrable grievance to arbitration by notifying the Public Employment Relations Commission. The request for arbitration shall be made within fourteen (14) calendar days after decision is rendered at Step 3. Request for arbitration shall be made upon written notice to the opposing party.

An arbitrator shall be selected in accordance with the Rules and Regulations of the agency where the arbitration has been filed, and shall be appointed to hear the grievance and render his

award in writing. The award shall set forth the facts and the arbitrator's reasons for reaching his result, and shall be final and binding on both parties, subject to applicable review procedures under Title 2A. The cost of the arbitrator's fee shall be paid by the losing party as well as all other costs reasonably related to the arbitration including the prevailing party's attorney's fees. The arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue his decision within thirty (30) calendar days after the close of the hearing unless the time for rendering the award is extended upon the consent of the parties. The arbitrator shall only consider a dispute which comes within this Article (i.e., a contractual grievance as defined above) and shall interpret this Agreement as written and shall have no authority to alter, amend, or add to or delete from the terms of this Agreement.

If the County fails to meet on any grievance and/or answer any grievance within the prescribed time limits as herein above specified, the grievance may be processed to the next step of the grievance procedure if it is otherwise allowed by this Article.

Section 4: Representation

In the presentation of a grievance, an employee shall have the right to present his grievance or to designate a representative to appear with him at any step in his grievance. An employee is entitled to be represented by an attorney of his own choosing at Steps 3 and 4.

Section 5: Exclusivity and Timeliness

This grievance procedure shall constitute the exclusive method for raising disputes covered by the terms of this Article Six. The failure to file or process a grievance in accordance with the time lines herein shall constitute an abandonment of the dispute. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

Section 6: Discipline

A. The parties agree that all disciplinary actions shall be appealed through this Section 6 and shall be in accordance with the New Jersey Civil Service Rules, as applicable to employees in Local Service.

The County agrees to abide by the Attorney General Guidelines concerning internal affairs policy and procedures, which guidelines are incorporated herein by reference.

Employees as defined in N.J.A.C. 4A:2-2.1 shall be subject to major discipline as

defined in N.J.A.C. 4A:2-2.2 and minor discipline as defined in N.J.A.C. 4A:2-3.1(a) for the general causes set forth in N.J.A.C. 4A:2-2.3.

C. A provisional or temporary employee may be disciplined at any time at the discretion of the Employer. A provisional or temporary employee who has been disciplined shall have no right of appeal or to a disciplinary hearing unless as otherwise provided by law or by the terms of this Agreement, provided, however, that a provisional employee employed continuously for six (6) months or more may have a hearing with the Freeholders or their designee as provided below, with no right of appeal beyond that.

D. If an employee is entitled to a hearing under this Section 6, the hearing shall be conducted by the Warren County Board of Chosen Freeholders or their designee, and pursuant to such rules or procedures which the Freeholders shall deem appropriate or as required by the New Jersey Civil Service Rules and Regulations.

E. Employees shall be provided with the appropriate Civil Service disciplinary notice. Any employee appealing such action within ten (10) days of receipt of the notice shall be granted a disciplinary hearing. If the employee is not satisfied with the decision of the Freeholders or their designated hearing officer, the employee may appeal as permitted by law to the New Jersey Department of Personnel for a hearing before an Administrative Law Judge. Appeals from minor disciplinary decisions may be submitted to final and binding arbitration (pursuant to the procedures set forth in Step 4 of the above Grievance Procedure) to the extent permitted by law.

F. The Freeholders' designated hearing officer, if any, in such disciplinary hearings shall be chosen with a view to his objectivity and in no case shall the said hearing officer be the person who brought or prepared the charges against the employee.

G. At any disciplinary hearing, the employee may be represented by any union representative or attorney of his choice.

H. The employee's representative will be provided, upon request, at least four (4) days prior to the hearing, with all written documents and statements which will be used against the employee at the hearing, as well as a list of witnesses that will be called by the Employer. At least two (2) days prior to the hearing, the employee's representative shall provide to the Freeholders or their representative copies of all documents and written statements the employee intends to rely upon at the hearing and names and addresses of all witnesses.

I. All such hearings shall follow the following format:

1. Reading of charges and specifications
2. Presentation of case by the County
3. Presentation of case by the appellant
4. Rebuttal by County and appellant, if necessary
5. Summation of case by appellant
6. Summation of case by County

J. Direct and cross-examination of witnesses shall be allowed. Either party may request that witnesses be sequestered. The Freeholders or their designated Hearing Officer, if any, may determine that witnesses be sequestered without a request from either party.

K. Whenever written eyewitness accounts of incidents are used as evidence the person who signed such document shall be available for cross-examination or the documents cannot be used at that hearing.

L. The Freeholders or their designated hearing officer shall render his decision within twenty (20) days of the close of the hearing. Said decision shall include discussion of testimony or evidence, specific findings of fact and conclusions based on findings of fact and applicable laws and rules and regulations.

Article Seven

SALARIES, SHIFT DIFFERENTIAL, PROMOTIONS AND DEMOTIONS

Section 1

The salary table, outlined by rank and by effective date of salary, for the term of this agreement shall be:

<u>Rank</u>	<u>1/1/04</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>
SGT	\$57,800	\$60,112	\$62,516	\$65,017
LT	\$63,978	\$68,233	\$72,689	\$77,324
CPT	\$70,000	\$75,000	\$81,000	\$86,600

Section 2

For the term of this Agreement the shift differential for the Evening (or Second) shift shall be \$.40 (40 cents) per hour, and the shift differential for the Night (or Third) Shift shall be \$.65 (65 cents) per hour.

Section 3

For the term of this Agreement the current weekend differential shall be continued for all employees, that is, \$.75 (75 cents) per hour for each hour worked on a weekend. This differential shall be paid in addition to any applicable evening or night differential. For purposes of this Section a weekend is defined as the period from 12:00 a.m. on Saturday through and including 11:59 p.m. on the following Sunday.

Section 4

Shift Overlap -For the term of this Agreement, employees shall be paid at their straight time hourly rate for a fifteen (15) minute overlap per shift per day.

Section 5

Demotions- Upon demotion, the employee shall receive the salary he would have received had he occupied the demotion position continuously from the date he commenced occupying the position from which he was demoted. In other words, the employee's salary history is reconstructed as if the employee had occupied the demoted position continuously since that starting point. The foregoing represents a method of computation, and does not cause reduction, repayment, or reimbursement of salary paid prior to any demotion.

Section 6

The County's biweekly payroll system shall be continued.

Section 7

At the time of separation from service any advanced sick, vacation or personal time shall be paid back out of the employee's final pay check.

Section 8

Employees will be paid for work performed out of rank if they perform the duties of a higher rank for a consecutive period of at least 21 working days or 30 calendar days.

Article Eight

OVERTIME

Section 1

All employees in full-time positions shall be paid time and one-half prorated on their current salary for such time as they are requested to work in excess of their normal workweek. It

shall be the policy of the County that no overtime shall be allowed for work which could be accomplished during the normal working hours; therefore, accompanying the vouchers submitted for overtime pay must be a statement submitted by the Warden or his designee certifying to the necessity and reason for overtime. Overtime shall be paid in cash and shall not be given as compensatory time.

Section 2

Employees working on a holiday shall receive a holiday premium of two (2) times their normal hourly rate of pay for each hour worked on a holiday. In addition, the employee shall be entitled to one (1) compensatory day off from work at a later date for each holiday worked.

Section 3

Employees working overtime on a shift where they receive shift differential shall be paid said shift differential in addition to their overtime pay for the hours worked.

Section 4

Any employee called into work, as determined by the Warden, shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) the employee's normal rate of pay provided such time is not contiguous to the employee's work day in which event the employee shall be paid at time and one-half (1-1/2) for the hours worked until the start of the employee's work day and then be paid at straight time.

Section 5

The County shall provide seven days notice prior to the change of an employee's shift, but only in the event the County is aware of the need for a shift change at least seven days in advance of such change. If less than seven days notice is given under the circumstances described above, the employee will be paid at the rate of time and one half.

Section 6

Employees shall be paid double time for each hour worked by them during a storm or other emergency when the storm day or emergency is officially declared by the Employer and nonessential employees are officially excused from work or from reporting to work. The double time shall only be earned during the period when nonessential employees are excused from work or from reporting to work due to the storm or emergency condition. This Section only applies to

countywide circumstances. The word "officially" as used in this paragraph shall mean only an official declaration by either the County Administrator or the Board of Chosen Freeholders.

Article Nine
VACATIONS

Section 1

All permanent or provisional full-time employees covered by this agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation Leave as provided herein.

1. One working day of vacation for each month of employment during the first calendar year of employment.
2. Twelve working days of vacation from one through five years of service.
3. Fifteen working days of vacation from five through twelve years of service.
4. Twenty working days of vacation from twelve through twenty years of service.
5. Twenty-five working days of vacation after the twentieth year of service.

Section 2

Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established employer policy. Vacation allowances must be taken during the current calendar year at such time as permitted or directed by the department head, unless the department head determined it cannot be taken because of pressure of work. Only one year of earned vacation allowance may be carried forward to the next succeeding year. Where an employee has earned vacation in excess of one year allowance as of October 1, the employee will meet with his supervisor to schedule such vacation time as may not be carried into the succeeding calendar year, so that no accrued vacation time will be lost.

Section 3

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

Section 4

When a vacation allowance for an employee changes based on his years of service during

any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth day of the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

Section 5

The Employer and his delegated representatives shall attempt to schedule work, in so far as possible, to preclude changes in the vacation scheduling.

Section 6

Employees shall submit a request for vacation time of five (5) consecutive workdays or more, with first and second choices. The first choice for the first two (2) weeks requested shall be scheduled where practicable on the basis of seniority within specific job title classifications. No more than two (2) Correction sergeants and one (1) Corrections Lieutenant shall be permitted to be absent at any one time, except that when no Correction Lieutenants are absent then no more than three (3) Correction Sergeants shall be permitted to be absent at any one time, it being understood that the county reserves the right to transfer employees to cover for employees on vacation, and it being further understood that whenever an employee is on National Guard (or similar military) duty the maximum number of employees on vacation shall be reduced to two (2). Vacations of less than five (5) consecutive workdays may be scheduled by mutual agreement between the employee and his supervisor or department head.

After the vacation selections according to seniority ("seniority picks") have been concluded, additional selections for vacation leave may be submitted for one or more days. These selections will be granted subject to availability of the time according to the master vacation schedule and advance notice to administration of at least 21 days and administrative approval. Vacation days may not be taken in single day increments on weekends or holidays.

Requests for vacation leave must after completion of the seniority picks but not made 21 days in advance may be granted subject to the development of the work schedule for the period in which the vacation leave is desired and the staffing requirements for that period as determined by administration.

The vacation policy as described above is intended as an ongoing method to ensure the maximum ease of access to accumulated vacation leave time for staff. It shall not nor is intended to compromise or infringe upon management rights as described in Article Five of the labor agreement.

Section 7

No vacation days shall be taken for less than a full day, except at the discretion of the department head.

Section 8

Employees shall not be credited with vacation time if they are on an approval leave of absence without pay for period in multiples of one month or major part thereof.

Article Ten

HOLIDAYS

Section 1

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

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

Section 2

Holidays shall be celebrated on the days on which they occur for all purposes including the receiving of holiday pay. However, with regard to employees who work Monday through Friday with weekends off, when holidays fall on a Saturday or Sunday respectively, said holidays shall be celebrated on Friday or Monday respectively.

Section 3

A. Employees working on legally declared holidays shall be paid holiday pay as defined in Article Eight above. With regard to the scheduling of compensatory days off, the first through the fourth such days off in any calendar year shall be scheduled by the employee to occur by no later than August 1st, by requesting same at least fourteen (14) calendar days in advance, which request shall be granted by the employer provided that the requested day off may be granted without interference with the proper conduct of the government function involved. Any compensatory days off beyond the fourth in any calendar year shall be scheduled by the Employer.

B. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence. An excused absence includes an absence for which a note from a doctor is tendered by an employee, subject to verification by the Employer.

C. In order to achieve the Employer's needs in terms of minimum manning on holidays, the employees who are permitted to be off will be selected on the basis of a first come, first served. If additional selections are required, such selections shall be based upon the employees having the greatest number of accrued and unused holiday compensatory days off.

D. In the event that low staffing levels or other circumstances make it advantageous to the efficient, effective and secure operation of the facility, the Warden or his designee may offer, by December 1 of each calendar year, all affected employees the opportunity to be paid for any unused holiday compensatory days remaining at that time. Said payment will be included in the regular December pay cycle.

The rate of pay for these unused holidays will be the regular rate including applicable shift differential.

Employees may notify the Warden of the willingness to take this option, if offered, at any time during the year. If the situation arises in which it proves useful and advantageous to do so, the

employee may be given that opportunity.

Section 4

In addition to the aforementioned holidays, the County will have the option to grant a holiday when the President of the United States as Chief Executive of the U.S. declares a holiday by proclamation; or when the Congress of the United States shall pass and declare a holiday to be legal under the laws of the U.S., or when the Governor of the State of New Jersey shall pass and declare a holiday to be legal under the laws of the State of New Jersey. Additionally, if the County elects to close any County office by virtue of a County declared holiday for that office (including weather related closings), and the employees in this unit are required to work on such declared holiday, such employees shall be entitled to equivalent compensatory time off to be scheduled by the employees on such dates as are approved by the Warden or the Warden's designee.

Article Eleven

LEAVES OF ABSENCE

Section 1: Sick Leave

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

Beginning with the second calendar year of employment, in anticipation of continued employment, employees shall be credited with fifteen (15) sick days as of January 1 of the calendar year. If separation from employment occurs before the end of said year and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave in excess of the number to which he was entitled.

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

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, or illness in immediate family, accident or exposure to contagious disease. Sick leave may also be utilized for the purpose of prenatal care and/or birth of an employee's child.

Sick Leave Verification

1. At the discretion of the appointing authority, he may at any time require the employee

seeking sick leave to submit acceptable medical evidence on county-approved form.

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

3. For sick leave totaling more than fifteen days in a calendar year, a doctor's certificate shall be required upon returning to work.

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

5. If all bereavement leave set forth below in Section 6 has been exhausted, then up to two weeks sick leave may be approved because of death in the immediate family as that term is defined in Section 1 (4) above.

6. If the sick leave is not approved by the employer, time off taken will be charged against any available leave time. If the employee does not have any available leave time, the employee will suffer loss of pay for such time off taken.

7. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave in Civil Service Rule 4A:6-1.3, shall notify the on-duty supervisor by telephone at least one (1) hours prior to the beginning hour of work for his position. Notification on less than one (1) hours notice may be acceptable only in extremely compelling circumstances that are documented to the Warden's satisfaction.

Section 2: Unused Sick Leave -Retirement

A permanent employee who enters retirement (other than deferred retirement) from the Employer's service and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at a rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement provided, however, that no such supplemental compensation payment shall exceed \$13,000.00. This supplemental compensation shall be paid in a lump sum

after the effective date of retirement or at the option of the employee on quarterly dates: January 1, April 1, July 1 and October 1, with payments beginning on the quarterly date next following the date of retirement.

The foregoing reference to the option of the employee, is predicated upon the employee notifying the County of his intention to retire by no later than October 1 of the calendar year prior to the calendar year in which retirement shall be effected. If such notification does not occur until subsequent to said October 1 date, then the aforesaid option shall be the County's rather than the employee's it being understood that the County will make its best efforts to honor the employee's preference.

Section 3: Worker's Compensation Insurance & Sick Leave Injury Insurance

The employer agrees to purchase and maintain in force sick leave injury insurance to cover all employees for work loss due to injuries received on the job. The county was informed by its carrier that any members of the SERT team participating in training exercises at the county correctional center, even if doing so on their own time without pay, are protected by the county's worker's compensation insurance coverage if injured during such participation.

The employee shall receive full pay from the first day for an on-the-job injury. Sick leave injury will not be charged to the employee's sick leave. Worker's Compensation and insurance accident reports must be filed with the Employer's Office in accordance with current county policy. Future changes can be made unilaterally only if required by the County's insurance carrier. The County agrees to provide thirty (30) days advance written notice to the Association of any proposed change to such policy.

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

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

If the sick leave injury leave is not approved by the Employer and/or sick leave insurance carrier after examining all evidence submitted by the employee, including witnesses, if requested and all evidence required to substantiate the claim including the opinion of the examining physician

then the time involved during which the employee was absent shall be charged to his sick leave credit, if any, and/or his vacation credit, if any; otherwise the employee shall suffer loss of pay for such time loss.

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

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

Section 4: Maternity Leave

Employees covered by this Agreement shall be entitled to maternity leave as hereinafter set forth. An employee shall notify the Employer of her pregnancy as soon as it is medically confirmed but no later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted any earned and accumulated sick leave during the time prior to the expected date of confinement and for six weeks after the actual date of birth. Additional time beyond the six weeks shall be granted upon presentation of doctor's certificates setting forth the necessity therefore. Additional time off associated with maternity, other than the medically related sick leave mentioned above may be requested as leave without pay, provided that in no event shall such leave extend beyond one years duration. Such leave without pay requests are subject to the provisions of Section 9 below, with the following exception: the employee may request a leave with pay without having first exhausted accumulated sick leave.

Section 5: Administrative Personal Leave

Employees covered by this Agreement shall be entitled to four (4) days of administrative personal leave of absence with pay in each calendar year.

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

Newly hired employees shall be granted one full day of administrative personal leave after each three calendar months of employment to a maximum of four days during the remainder of the

calendar year in which he is employed.

Administrative personal leave shall be granted by the Employer upon request of the employee and leave shall be scheduled in advance, provided the request may be granted without interference with the proper conduct of the government function involved.

Requests for Personal Leave will be granted so long as the granting of leave does not take the staffing level of the shift below minimum.

This commitment will be honored under all circumstances except in situations requiring full or heightened security within the Correctional Center as determined by the Warden or his designee.

A request made for personal leave which will take the shift below minimum (causing overtime) may still be granted provided the reason for the request constitutes an emergency situation and the superior officer declares his need as such when the request is made.

The Warden reserves the right to review the declaration of an emergency after the fact and to require proof of emergency to his satisfaction. The Warden (or his designee's) decision as to whether a situation qualifies as an emergency will be final and not subject to appeal beyond Step 3 of the grievance procedure, see Article Six, Section 3.

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

Section 6: Bereavement Leave

The County shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren or grandparents. Additional days may be approved by the Warden in advance and charged against administrative personal leave.

The County may provide one working day's bereavement leave with pay in the case of death of a relative of the second degree, that is, uncle, aunt, niece, nephew, cousin, sister-in-law or brother-in-law provided the granting of such leave by the Warden is not grievable under his contract.

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

Section 7: Jury Duty:

Should any employee be obligated to serve as a juror, he shall receive full pay from the Employer for all time spent on Jury Duty less any remuneration received from the court for such service. In the event an employee is excused from jury duty prior to one-half the employee's workday having been concluded, such employee shall promptly report to work for the balance of the workday. For employees serving jury duty outside of Warren County, travel time, distance and location should all be considered in determining whether an employee may be able to return to work if released early from jury duty. This determination shall be made by the department head, with the assistance of the personnel director if necessary.

Employees who are "on call" for jury duty and not actually serving said duty shall not be excused from work. They shall report for work at their normal starting time and shall work as usual unless excused by the Warden or his designee if they are called for active jury duty.

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

Section 8: Leaves

Except as provided under Section 4 of Article Four, proper and authorized leaves as provided in the Rules of the Department of Personnel shall be recognized and constituted as part of this Agreement and are incorporated herein by reference. Leave for Association activity is governed by Section 4 of Article Four of this Agreement. Family Leave is governed by the Warren County Family Leave Policy.

Section 9: Leaves Without Pay

The grant or denial of request for leave without pay is discretionary with the County. The request must be made in advance and must be recommended by the Warden, with the appointing authority retaining the ultimate decision-making power. If the Warden is opposed to the request, the employee shall have the right to file a written submission with the appointing authority. The appointing authority shall have the discretion, on his own or at the employee's request, to schedule a meeting with the employee and his union representative, to discuss the request. The decision of the appointing authority shall be final and non-reviewable. A leave without pay request based upon non-job-related medical reasons where a physician has indicated that the employee cannot work, will require the employee to first exhaust accumulated sick leave. If the leave without pay

request is denied, the employee is expected to report to work and the employee's absence under such circumstances will be considered Absence Without Leave (AWOL) which will give the County cause for discipline in accordance with Department of Personnel procedures.

Section 10

If an officer dies while in active employment status with Warren County, earned and unused leave time balances for vacation leave, administrative leave, holidays and compensatory time, shall be paid to the deceased officers designated beneficiary as acknowledged by the New Jersey Division of Pensions and Benefits, Police and Firemen's Retirement System. Such compensation shall be calculated upon the deceased officer's base salary rate at the time of death.

Article Twelve

LONGEVITY

All full-time permanent employees shall be eligible to receive annual longevity pay for commendable service in the amount of \$400.00 upon the completion of five (5) years of continuous service and thereafter, to be increased to \$1,000 upon the completion of ten (10) years of continuous service and thereafter. Years of completed service shall be computed from December 26 of any given year to December 25 of the following year.

Article Thirteen

MEDICAL BENEFITS

All employees after three full calendar months of continuous service are eligible for hospitalization and major medical benefits, dental benefits and prescription benefits in accordance with the County's healthcare plan. The medical benefits are paid by the employer. The employee healthcare benefits as provided and described in Article XIII of the agreement which expired on December 31, 2003 shall remain in full force and effect through December 31, 2004. Effective on January 1, 2005 the healthcare benefits are as follows:

	Medical Plan	
	PPO Plan	
<u>Benefit</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Deductible	None	\$300/\$600
Coinsurance ¹	100%	70%

Out-of-Pocket Maximum ²	N/A	> 30K \$1500/\$3,000
Inpatient Hospital Copay	\$50/Day/5 Days	\$100/Day/5 Days
Outpatient Services	100%	70% after the deductible
Surgical Charges ³	100%	70% after the deductible
Office Visit	\$20 copay	70% after the deductible
Specialists	\$35 copay	70% after the deductible
Lab & X-ray	\$10 copay	70% after the deductible
Durable Medical Equip.	100%	70% after the deductible
Emergency Room⁴		
True Emergency	\$25 copay	\$25 copay
Non-Emergency	\$25 copay	\$25 copay
Skilled Nursing Facility ⁵	100%	70% after the deductible
Mental/Nervous/Sub Abuse		
In-Patient (30 days)	100%	70% after the deductible
Out-Patient (20 visits)	\$20 copay	70% after the deductible
Non-Notification Deductible ⁶	\$150	\$150
Plan Maximum	Unlimited	Unlimited

Footnotes

¹Coinsurance applies to major medical services/non-office visits.

² Out-of-Pocket Maximum will not apply to copays, room and board charges and mental/nervous/substance abuse

³Includes assistant surgeon and anesthesia

⁴ Waived if admitted

⁵ 120 total days of confinement

⁶Applicable only if Care Coordination is not notified as required. It does not count towards the Out-of-Pocket Maximum

Prescription Plan Copay

Retail Pharmacy (31 day supply) and Mail Service (90 day supply)

Generic	\$10
Brand	\$20
Non-Formulary	\$30

Bi-Weekly Contribution

<u>Coverage</u>	<u>Rate</u>
Single	\$17
Parent/Child	\$23
Husband/Wife	\$28
Family	\$35

The employer shall pay current hospital and major medical premiums for retired employees in accordance with the provisions of the resolution adopted by the Board of Chosen Freeholders pursuant to NJSA: 40A:10-23.

Upon the death of an employee or a retired employee who is entitled to medical benefits, the surviving spouse may continue in the medical benefits plan under COBRA by paying the monthly premiums. If the surviving spouse is not the former employee or retired employee and shall remarry, the coverage shall cease immediately. If the surviving spouse is employed elsewhere and is covered by another medical benefits plan, the County's coverage shall be terminated immediately. Notwithstanding the above, effective May 8, 1995 the County shall pay premiums for surviving dependents of a county employee who dies while in the employ of the County, for a period of six (6) full months following the month the employee became deceased.

Medicare Part B. Premium Reimbursement for employees sixty-five (65) years or older shall be paid by the Employer until retirement.

The Employer shall provide an eyeglass plan under which employees shall be entitled once every twenty-four (24) months to a \$100 reimbursement of which a \$50 reimbursement is used toward an eye examination and \$50 reimbursement toward any one of the following: regular glasses,

contact lenses, bifocals, or Rx safety glasses. All receipts for reimbursement must be submitted to the Personnel Department within thirty (30) days of service. The beginning of the next 24 month period of entitlement will not begin until all eyeglass receipts have been submitted and confirmed for payment.

The employer shall provide a dental plan which shall cover the plan minimum for preventative and diagnostic services. An employee may choose to upgrade dental coverage by paying the established contribution as indicated in the County's dental plan.

The employer shall provide chiropractic services for employees covered by the County's healthcare plan. The employee is responsible for a co-pay of \$10.00 and the benefit is limited to twenty (20) visits per year

An employee on LWP (Leave Without Pay) must pay his own fringe benefits except as otherwise mandated by Family Leave legislation.

Article Fourteen

STRIKES

The Association assures and pledges to the Employer that its goals and purposes are such that it does not condone strikes or threats thereof by public employees or work stoppages, slow-downs, or any other such actions which would interfere with service to the public or violate the constitution or laws of the State of New Jersey; and the Association and the employees agree that they will not initiate nor participate in such activities nor encourage members of the unit to initiate or participate in the same; and the Association will not support anyone acting contrary to this provision.

The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

Any violation of this Article Fourteen shall constitute a material breach of this Agreement. Nothing stated elsewhere in this Article Fourteen shall be construed as altering the parties' rights to seek judicial relief in law or in equity.

Article Fifteen

TRANSPORTATION ALLOWANCE

Whenever an individual employee is authorized to use his privately owned vehicle on County business, the Employer shall reimburse the employee at the rate of \$.25 for each mile so

used.

Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration.

Article Sixteen

LIABILITY CLAIMS AND INDEMNIFICATION

All employees covered by this Agreement shall be entitled to defense and indemnification by the Employer against liability claims or judgments arising out of the good faith performance of their official government duties.

Article Seventeen

EMPLOYER AUTOMOBILE INSURANCE

The Employer agrees to maintain in full force and effect liability insurance on all vehicles owned by the Employer. This insurance will provide for coverage to anyone driving a vehicle owned by the Employer with permission.

The Employer shall also provide for insurance to provide for an umbrella policy over and above the coverage of an individual employee's private automobile liability insurance coverage to cover those situations in which an individual is authorized to use his own vehicle for any business of the Employer.

Article Eighteen

SEVERANCE PAY

The Employer hereby agrees to pay severance pay in the amount of two week's salary to any permanent full time employee whose job may be abolished on a permanent basis with the Employer because of a cut-back in any particular department or program provided said employee is not transferred to or absorbed by any county, state or federal department, agency or program.

Article Nineteen

RETIREMENT

All permanent or provisional Civil Service employees who shall have reached 70 years of age may, at the discretion of the Board of Chosen Freeholders, be continued in service upon a written annual recommendation of the Warden and the passing of an annual physical examination.

Article Twenty

TEMPORARY DISABILITY INSURANCE PLAN

Legislation enacted March 26, 1980, provided temporary disability insurance coverage for State employees. This legislation also provided that governmental entities and instrumentality's may elect coverage for their employees.

The Employer agrees to participate in the New Jersey Temporary Disability Insurance Plan to cover all employees for work lost due to disability. The employer shall pay 50% and the employee shall pay 50% of the cost of the insurance and shall participate in the program consistent with its Rules and Regulations.

Article Twenty One

UNIFORM AND MAINTENANCE ALLOWANCE

All eligible employees required to wear uniforms at the Warren County Correctional Center, shall be entitled to an annual uniform allowance not to exceed \$250.00 and an annual maintenance allowance not to exceed \$475.00. A certification shall be submitted to permit payment of funds in advance of purchase, provided the employee certifies that the funds advanced shall be spent on items of the uniform. Employees must purchase items of the standard uniform. Unused uniform and maintenance allowance shall not accumulate or be carried into a subsequent calendar year. Unused allowance or portions thereof shall be canceled at the end of each calendar year. As a result of this allowance, employees are expected to report for work in proper uniform and failure to do so shall lead to appropriate discipline.

The uniform allowance will be paid by separate check in two installments, 50% within 45 days after January 1 and 50% within 30 days after April 1.

During the first calendar year of employment in lieu of uniform allowance, newly hired employees shall be given a uniform issue as set forth in the standard operating procedures of the Department. Thereafter, beginning with the second calendar year of employment, said employees shall receive the full uniform or maintenance allowance in accordance with the terms of this Article. Those new employees hired between October 1 - December 31st of any given year shall not be entitled to maintenance allowance during the next calendar year (January - December 31st).

In the event any employee is terminated or otherwise leaves employment prior to using all the uniform or maintenance allowance granted to him for the calendar year in which he will leave

the employment of the County, he shall be obligated to return the unexpended portion of said allowance to the County prior to his last day of employment. Failure to do so shall result in the deduction from his final pay of an amount estimated to be the unexpended portion of the employee's uniform or maintenance allowance determined in accordance with the following: for purposes of this paragraph, the amount to be deducted from the employee's final pay shall be calculated on the basis of 1/12 of the annual allowance for each full month remaining between his date of termination and January 1st of the following year.

Article Twenty-Two

MISCELLANEOUS PROVISIONS

Section 1

This Agreement constitutes the complete and final understanding and resolution by the parties of all negotiable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2

If any provision of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 3

At the time of separation from service any advanced sick, vacation or personal time shall be paid back out of the employee's final pay check.

Section 4

Both parties shall be obligated to furnish upon timely request, information that is relevant and necessary to the employer-employee representative relationship, as such obligation has been or

will be interpreted by the Public Employment Relations Commission, the reviewing judiciary, and in analogous circumstances the National Labor Relations Board and the federal courts, subject to New Jersey statutes, regulations and Executive Orders limiting the release by government instrumentality's of employee personnel records.

Section 5

Annual agency training (not to include firearms re-qualification) will be scheduled in so far as it is practicable to allow officers at least sixteen hours between tours of duty.

Article Twenty-Three

NON-DISCRIMINATION

The County and the Association duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, or union membership (or non-membership). Disputes arising under this Article Twenty Three shall not be grievable, but rather shall be presented to the state and/or federal agency with jurisdiction over the subject-matter.

Article Twenty-Four

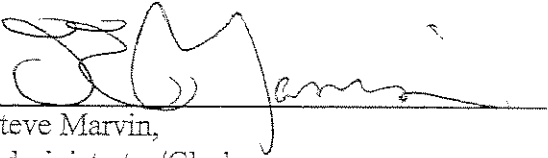
DURATION

The terms and provisions of this Agreement shall be in full force and effect commencing January 1, 2004 and ending December 31, 2007. The only provisions of this Agreement to be applied retroactively are salaries, overtime, and longevity. The only persons eligible for retroactivity as aforesaid are those persons who were in the County's employ upon the signing of this Agreement and those persons who have retired during 2004 (other than deferred retirement).

IN WITNESS WHEREOF, the parties through their duly authorized representatives have set their hands and seals this day of August, 2004.

ATTEST:

COUNTY OF WARREN


Steve Marvin,
Administrator/Clerk


Richard D. Gardner, Freeholder Director

FOP LODGE 170
(SUPERVISING OFFICERS)





