

AGREEMENT

BETWEEN

COUNTY OF MIDDLESEX

AND

THE SUPERIOR CORRECTIONS OFFICERS OF MIDDLESEX COUNTY

DEPARTMENT OF CORRECTIONS, PBA LOCAL NO. 152A

JANUARY 1, 2005 – DECEMBER 31, 2008

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(Signature)
B.F.

AGREEMENT

0.00 PREAMBLE

0.01 **THIS AGREEMENT**, made this 7 day of February, 2008, by and between the COUNTY OF MIDDLESEX, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer" and THE SUPERIOR CORRECTIONS OFFICERS OF THE MIDDLESEX COUNTY DEPARTMENT OF ADULT CORRECTIONS, PBA LOCAL NO. 152A, hereinafter referred to as the "PBA".

0.02 **WHEREAS**, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

0.03 **NOW, THEREFORE**, it is agreed as follows:

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1.00 EMPLOYEES' BASIS RIGHTS

1.01 Pursuant to Chapter 303, Public Laws, 1968 and as amended, the Employer hereby agrees that every employee shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, public Laws 1968 and as amended, other Laws of New Jersey or the Constitution of New Jersey and of the United States.

1.02 The Employer further agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the PBA and its affiliates, collective negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

2.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATION

2.01 The Employer agrees that it will not enter into any contract or Memorandum of Agreement with anyone but the recognized Association (PBA Local No. 152A) with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

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3.00 DUES --CHECK OFF

3.01 Upon presentation to the Employer of a 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.

3.02 Thereafter, the Employer will, not later than the fifteenth (15th) 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.

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

3.04 Representation fee in lieu of Dues

A. If an employee covered by this Agreement does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for the membership year. The purpose of this fee will be to offset the employee's per capital cost of services rendered by the Union as majority representative.

B Prior to the beginning of each membership year, the Union will notify the County in writing of the amount of the regular membership dues charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

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

D. 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:

- (1) - 10 days after receipt of the aforesaid list by the County; or
- (2) - 20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the

County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position, whichever is later.

E. If an employee who is required to pay a representation fee terminates his or her employment with the County before the Union has received the full amount of the representation fee to which it is entitled under this Article, the County will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

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

G. The Union will notify the County in writing of any changes in the list provided for in Paragraph (C) 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 such notice.

H. The Union agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share" if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A.4 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 Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:A-5.4, as amended.

This Article (Representation Fee in Lieu of Dues) becomes effective upon the execution of this Agreement.

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4.00 **EXISTING LAW**

4.01 The provisions of this Agreement shall be subject to and subordinate to, and shall not annual or modify existing applicable provisions of the State or Federal laws or the New Jersey State Department of Personnel Administrative Regulations.

5.00 ASSOCIATION RECOGNITION

5.01 The Employer recognized the Superior Corrections Officers of PBA Local No. 152A as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all employees employed by the Employer's Department of Adult Corrections except those employees specifically excluded herein.

5.02 No employee shall be compelled to join the Association, but shall have the option to voluntarily join said Association.

5.03 The terms "Sergeant", "Lieutenant", "Captain", or Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.



6.00 ASSOCIATION REPRESENTATIVES

6.01 The Association shall have the right to designate such members of the Association as it deems necessary a Association Representatives and they shall not be discriminated against due to the legitimate Association activities.

6.02 During contract negotiations, the authorized representatives of PBA Local No. 152A, consisting of not more than two (2) representatives, shall be excused from normal duties for the amount of time reasonably required for the scheduled negotiations and shall receive their regular compensation for time spent when such negotiations interfere with their work schedule.

6.03 A Superior Officer Association Representative shall be excused with pay from normal assignments to process grievances during regular working hours. Proper notice is to be given to the Warden.

6.04 In the event that the regular monthly meetings of the Local (or an Emergency meeting) conflicts with the President's work schedule, the President of Local No. 152A shall be excused from duty for the amount of time reasonably needed to conduct the meeting. Reasonable advance notice shall be given to the Warden or his/her designee.

6.05 In the event that the President of the Superior Officers Association is unable to carry out the duties of the Office due to illness, vacation or other reasons, the Vice President of the Superior Officers Association Local No. 152A shall perform the duties of the President for any and all business.

6.06 Each January 1, PBA Local 152A shall be granted a time bank of 50 hours for use during that calendar year. The purpose of this time bank will be to allow union officers paid time off to attend professional conferences and seminars related to corrections and/or labor relations or to conduct other labor business.

The PBA time shall be used in blocks of four (4) hours or more.

The PBA President shall submit a written request to the Warden indicating the dates, times and amount of PBA time requested, along with the names of the union officers who will be using the time. The Warden shall routinely grant such time off unless the absence of the named officers will impact negatively, when emergent situations occur at the facility.

The PBA request for time off under this provision shall be submitted at least three (3) business days prior to the date of use.

The Warden, or his/her designee, shall respond to the PBA President's request in writing and the response shall include a calculation of the number of hours of PBA time used as well as the number of hours remaining in the time bank for the current year.

7.00 PRESERVATION OF RIGHTS, DUTIES AND OBLIGATIONS

7.01 All of the rights, power and authorities possessed by the Employer prior to the signing of this Agreement pursuant to any State or Federal Law shall not be abolished or impaired by this Agreement. All of the statutory rights afforded to employees pursuant to State or Federal Law shall not be impaired or abolished by this Agreement.

7.02 Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any employee pursuant to any rules, regulations, instructions, directive, memorandum, practice, status, or otherwise shall not be limited, restricted, impaired, removed or abolished.

7.03 Management Rights: All of the rights, powers and authorities possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer. Prior rights and authorities shall continue and not be affected in any way by this Agreement.

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8.00 CORRECTION CENTER INVESTIGATIONS & DISCIPLINARY ACTIONS

8.01 Departmental investigations will be conducted in a manner which is conducive to good order and discipline. Where a Superior Officer is the target of an investigation (either criminal or disciplinary) and when the investigation is no longer investigatory but has become accusatory, the following rules shall apply:

8.02 A. The interrogation of that Superior Officer shall be at a reasonable hour, preferably when the Superior Officer is on duty, or during usual business hours, unless the exigencies of the investigation dictate otherwise.

8.03 B. The interrogations shall take place at a location designated by the Warden. Usually it will be at the Warden's offices or the location where the incident allegedly occurred.

8.04 C. The Superior Officer shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the Superior Officer of the allegations should be provided. If he/she is a potential target of the investigation, he/she shall be advised.

8.05 D. The questioning shall be reasonable in length. Thirty (30) minutes times shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

8.06 E. The Superior Officer 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 an inducement to answering questions.

8.07 F. At every stage of the proceedings, the Department shall afford an opportunity for a Superior Officer if he/she so requests, to consult with counsel and or his/her Association Representative before being questioned concerning violation of the Rules and Regulations, which opportunity shall not delay the interrogation beyond one (1) hour for consultation with his/her Association Representative, nor more than two (2) hours for consultation with his/her attorney. The employee retains the right to have his/her Association Representative present during such investigation or questioning.

8.08 G. In cases other than departmental investigations, if a Superior Officer is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

8.09 Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

8.10 In the event that any officer shall face suspension of five (5) days or less as the result of a

minor disciplinary action, he/she shall be entitled, upon request, to a hearing prior to the suspension as scheduled by the Warden or his/her designee. The officer shall be entitled to legal representation throughout said hearing.

8.11 In the event that any officer faces a disciplinary action where the contemplated penalty is suspension of more than five (5) days or removal, and where the Warden determines that such officer's continuing presence at the Institution will not be in the best interest of the Institution, or the County, such officer may be suspended prior to a disciplinary hearing. In this event, a hearing will be scheduled without undue delay and pursuant to New Jersey Department of Personnel regulations.

8.12 Disciplinary actions will be instituted against unit members pursuant to the statutory 45-day provisions for municipal police set forth in N.J.S.A. 40A:14-147.

9.00 DATA FOR FUTURE BARGAINING

9.01 The Employer agrees to make available to the Association all relevant data, which is reasonably available to it, which the Association may require to bargain collectively.

9.02 The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty, and other data of a similar nature. This clause shall be meant to cover raw material and to exclude attorney and labor relation work product. The Employer shall not incur any additional expense by virtue of this clause.

10.00 SALARIES

10.01 The base annual salaries of all employees covered by this Agreement shall be set forth in Appendix "A".

The 2005, 2006, 2007 and 2008 annual base salaries shall be deemed to be retroactive to January 1 of each respective applicable year. Any monies due to employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

10.02 Salaries shall be paid biweekly. Whenever possible, all salary checks and other disbursements by checks or drafts, shall be given to the employees on the Thursday of each pay period after 3:00 p.m. Payment for holidays which fall on the Friday following the regularly scheduled Thursday payday shall be paid in accordance with the existing pay practices for other County employees.

10.03 Superior Senior Step –

A. Between January 1, 2005 and December 31, 2006, a superior senior step of 1.5% shall be added to the base salary of all unit employees. This senior step shall be treated in all respects as base pay that the employee paid at such rate may be expected to provide additional services for such additional pay. To qualify for payment on this Superior Senior Step, the employee must have not less than 20 years of sworn duty in the Middlesex County Adult Correction Center. As of April 5, 2002, all present members of the bargaining unit shall be given credit for non-bargaining unit prior service (full time only) plus sworn service within the County of Middlesex provided such previous service has been recognized for determination of vacation eligibility, etc. by the employer.

B. Commencing January 1, 2007 a superior senior step of 1% of base pay for unit personnel who have completed 15 years of service, and after completion of 20 years of service the senior pay shall increase by an additional 1.5% of base pay, to reflect a total of 2.5% shall be added to the base salary of all unit employees. The senior step shall be treated in all respects as base pay that the employees paid at such rate may be expected to provide additional services for such additional pay. To qualify for payment on the Superior Senior Step, the employee must have not less than 15 years of sworn duty in the Middlesex Adult Correction Center. As of April 5, 2002, all present members of the bargaining unit shall be given credit for non-bargaining unit prior service (full-time only) plus sworn service within the County of Middlesex provided such previous service has been recognized for determination of vacation eligibility, etc., by the employer.

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11.00 WORK DAY, WORK WEEK AND OVERTIME

11.01 The normal work day tour shall be in accordance with the scheduled tours of duty, which shall include thirty (30) minutes of meal time per day, and, in addition thereto, two (2) rest breaks of fifteen (15) minutes each.

11.02 The normal work day shall be based upon the utilization of the schedule posted and the assignments therein.

- 11.02A (1) The First shift is 6:00 am to 2:00 pm.
(2) The Second shift is 2:00 pm to 10:00 pm.
(3) The Third shift is 10:00 pm to 6:00 am
(4) Visiting Shift Schedule – consistent with present practice.

11.03 Work in excess of the employee's basic work week or normal hours of duty shall be paid at the rate of time and one-half (1-1/2) for those overtime hours worked. Overtime shall be paid in the first pay period following the earning of the overtime.

11.04 Superior Officers, when assigned to work through normal lunch periods or part thereof, shall receive premium pay for thirty (30) minutes or a later lunch period, providing a cook is on duty.

11.05 It is understood that training time held after the regularly scheduled work day or work week shall be compensated either by compensatory time or cash at the employee's option, at the rate of time and one-half (1 ½). Also, any time worked beyond the regularly scheduled work day or work week which exceeds the one hundred (100) hour compensatory time bank shall be paid at the rate of time and one-half (1 ½) the regular hourly rate.

The following rules shall apply to compensatory time accumulation.

11.06 A. At no time shall the compensatory time bank exceed one hundred (100) hours of time.

11.07 B. Time shall be used by blocks in accordance with scheduled work day hours whenever possible.

11.08 C. Compensatory time taken by the employee shall be on request and is subject to the employee's immediate supervisor approval. Such approval shall not be unreasonably withheld.

11.09 D. Compensatory time may be used between the dates of December 23 and January.

11.10 Employees covered under the terms of the Agreement shall be entitled upon retirement, layoff, dismissal or resignation, to full compensation at the current hourly rate for unused accumulated compensatory time.

11.11 Changover - Eastern Standard Time and Daylight Savings time

During the change in time standards, no Officer shall suffer loss of pay when time changes from Daylight Savings time to Eastern Standard Time. Conversely, no Officer shall receive any additional remuneration when changing from Eastern Standard Time to Daylight Savings Time.

However, this should not affect any employee who is working overtime covering another employee's shift. The employee working overtime will receive an additional hour of overtime should the situation occur.

11.12 Shift Differential

Employees working the second shift (2 p.m. to 10 p.m.) shall receive an additional forty-five cents (\$.45) differential per hour per pay in addition to their regular straight time rate for each hour worked during the second shift.

Employees working from 10 p.m. to 6 a.m. shall receive an additional fifty cents (\$.50) differential per hour in addition to their regular straight time rate for each hour worked during the third shift.

Sergeants working visitation shall receive an additional forty-five cents (\$.45) pay differential in addition to his/her regular straight time rate for each hour worked during the visitation second shift consistent with present scheduling practice.

It is further understood that shift differential will be paid only to the employees scheduled, assigned and actually working such shifts in accordance with the scheduled hours and shift differentials stated herein.

11.13 When a Sergeant is assigned to act as a Shift Commander, his/her rate of pay during the time worked in that capacity shall be equal to the pay of a Lieutenant according to Article 10.00 and Appendix A of this Agreement.

12.00 HOURLY RATE

12.01 To compute the base hourly rate of an employee for overtime, the employee's yearly base salary, and his/her annual longevity payment shall be added together and then divided by 2080 hours.

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13.00 COURT TIME

13.01 Court time, arising out of performance of duty as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which an employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts, or Administrative Bodies for reasons arising out of his/her performance of duty.

13.02 All such required off duty Court time shall be considered as overtime and shall be compensated at time and one-half.

13.03 When an employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, reasonable travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, provided, however, that such travel time shall be computed between the Employer's headquarters (Correction Center) and the pertinent Court or Administrative Body.

13.04 The amount of overtime to which an employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the employee's entitlement to overtime under this Article shall not be less than four hours (4) of overtime pay.

13.05 The above clause shall not include the following types of Court appearances:

1. Appearances in civil action where the employee is a plaintiff
2. Actions in which the employee is a voluntary witness
3. Court actions arising out of off-duty action except where such action was taken where life or property was imperiled.

13.06 This clause shall not cover as to overtime pay but the employee shall not suffer any loss of regular pay in the following circumstances.

- A. Grievance proceedings
- B. Labor matters (e.g., P.E.R.C. proceedings)
 1. Officer shall not lose any regular pay.
 2. Officer shall not be paid overtime
 3. Not more than three (3) persons on duty shall be permitted to

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attend out of County P.E.R.C. proceedings without loss of regular pay.

4. Prompt notice of any such proceedings shall be provided to the Warden or his/her designee.

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14.00 SERVICE TRAINING AND PAY

14.01 As much as possible, in-service training shall be held during normal working hours. Assignments to training shall be made according to Departmental needs.

14.02 In the event that said training must be held after the regularly scheduled work day or work week, each attending employee shall be compensated either by compensatory time or cash at the rate of time and one-half (1 ½) for all hours worked. (See Section 11.05 - 11.10).

14.03 Excluded from this clause is the Basic Corrections training course requirement and any other voluntary special training courses.

14.04 The Employer may adjust the employee's tour of duty to cover school hours.

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

14.06 All Superior Officers shall be given the opportunity, at least once per annum, to qualify in the use of a service revolver; to be trained in the use of a shot gun; and to be familiarized and receive instruction in the use of a shot gun and mace for on-duty purposes.

14.07 The method of qualification and/or training shall be as directed by the Warden.

15.00 STANDBY TIME

15.01 Standby or on call is defined as that period of time during which a Superior Officer is waiting for a possible call back on duty. Assignment of standby can only be made by the Warden, or Deputy Warden or Chief of Staff. This is to be accomplished by written order wherever practicable.

15.02 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) hours increments.

15.03 The Warden, Deputy Warden, or Chief of Staff may assign the standby Officer to other correctional duties during standby time.

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16.00 RECALL

16.01 Any employee who is called back to work after having completed his regularly scheduled work shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof.

16.02 Any work hours added but connected to a regular work shift, be it at the beginning of a shift (early start) or at the conclusion of a shift (hold over) shall not constitute call back time.

17.00 PRIORITY FOR OVERTIME

17.01 Overtime for regularly scheduled shifts and details will be offered to regular full-time employees of the Department in an order of preferences based upon a rotating seniority roster.

17.02 There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interests of the Employer to bypass an employee or employees on the seniority list.

17.03 While this Agreement contemplates the possibilities noted in Section 17.02, it is agreed and understood that such bypassed employee or employees must become next on the list for the purpose of the overtime roster. The PBA shall have the right to review such roster upon reasonable request.

17.04 The purpose of this section is to equalize overtime among employees.

18.00 SHIFT CHANGES

18.01 Notice of shift assignment changes will be made in writing, one (1) calendar week in advance, except in emergency situations.

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19.00 LONGEVITY

19.01 In addition to all wages and other benefits, each employee shall be entitled to a longevity payment as set forth below.

All eligible employees shall be entitled to receive longevity which will be based upon their salary as of December 31st of the previous calendar year, (maximum base salary of \$30,000). The rate of longevity for calendar year 2005 shall be as follows:

9 through 15 years -	2% -	\$600
16 through 20 years -	5% -	\$1,500
21 years and over -	7% -	\$2,100

The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of the same duly adopted by the Employer on March 18, 1971, and as amended.

Effective January 1, 2006, all eligible employees are entitled to receive longevity based upon their base salaries (maximum base \$30,000) as of December 31st of the previous year of service starting as follows:

9 through 15 years of service -	4% -	\$1200
16 through 20 years of service -	6% -	\$1800
21 years and over -	8% -	\$2400

19.02 The said payments for longevity shall be paid on a biweekly basis to the employees entitled to same.

20:00 UNIFORMS

20.01 All Superior Officers covered by the terms of this Agreement will receive one thousand one hundred fifty dollars (\$1,150.00) as an annual uniform purchase and maintenance allowance for calendar years 2005 through 2008.

20.02 All payments for uniform purchase and maintenance, pro-rata, or otherwise, will be paid in December of each year.

20.03 If at any time it is deemed necessary for the Warden to add or alter the present uniform inventory, the Warden will provide the initial issue initially. Thereafter, the issue will be maintained by the Superior Officer.

20.04 The Warden will provide an authorized list of retailers who meet the required uniform specifications.

20.05 Any clothing, personal or County-issued, which is damaged while an employee is acting in the course of his/her employment, shall be replaced by the County or the County shall reimburse the employee the cost incurred for replacing such damaged clothing. The County shall determine the value of any damaged article on a fair wear-and-tear basis.

The County's obligation to replace each item or reimburse the employees', shall also extend to personal items such as eyeglasses, watches and other similar belongings.

21.00 UNIFORM SERVICE PINS

21.01 Service Pins

- A. Any Officer having completed five (5) years of service will be issued a service pin as designated by the Warden.
- B. In addition, a star will be issued for each additional five (5) years of service and such star will be attached to the original five (5) year pin.
- C. The service pin will be worn above the right breast pocket on the outermost uniform garment.
- D. It will be the responsibility of each Officer to notify the Warden when they become eligible to receive a service pin or star.

21.02 Commendation Pins

- A. Officers who by act or deed perform their duties above and beyond what is normally expected, and in some meritorious way, as determined by the Warden, shall receive a Certificate of Commendation and a commendation pin as specified by the Warden.
- B. Officers who perform any additional deed or act of meritorious service, as determined by the Warden, shall receive a star to be added to the original commendation pin for each such meritorious act.
- C. Commendation pins will be worn above the right breast pocket of the outermost uniform garment.

22:00 VACATIONS

22.01 All employees shall be granted vacation leave based upon the following:

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

22.02 It is understood that when reference is made to "six to nine years, etc." six means the start of the sixth year, etc.

22.03 Vacation time accumulation will be based on the New Jersey State Department of Personnel regulations now in effect.

22.04 If separation occurs before the end of the year and more vacation days have been taken than have been earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

23:00 HOLIDAYS

23.01 All employees in this bargaining unit will observe paid holidays in accordance with the holiday schedule in Appendix B.

Also to be observed are any other holidays declared by legally constituted authorities of the County, State and Federal Government provided said holidays has been recognized by the Board of Chosen Freeholders.

23.02 If any holidays fall during a Superior Officer's vacation time, he shall have the option of receiving an additional vacation day with pay or receiving holiday pay.

23.03 When a Superior Officer's is scheduled to work a holiday he shall be paid for the holiday at his/her regular hourly straight-time rate, plus time and one-half (1-1/2) for all holiday hours worked. When a holiday falls on a Superior Officer's regular day off, he/she will receive a regular day's pay at his/her regular hourly rate in addition to his/her weekly wages and not be entitled to a compensatory day.

24.00 SICK LEAVE

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

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

24.03 All other proper and authorized leaves as provided in the rules of the Department of New Jersey State Department of Personnel shall be recognized and constitute a part of the Agreement.

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

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25.00 SICK TIME BUY-BACK

25.01 Accumulated Sick Time Payoff Upon Retirement - Employees covered under the terms of this Agreement shall be entitled, upon retirement, to receive a lump sum payment as supplemental compensation, one-half day payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed Fifteen Thousand Dollars (\$15,000) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with Resolution #2002-B adopted by the Board of Chosen Freeholders on May 19, 1977.

25.02 Yearly Sick Time Buyout- At the end of each contract year, an employee may option to apply for and receive cash payment for sick days credited and not used during the current year.

Payment may be made in the amount of one day's pay for every three days credited and not used up to a maximum of five days.

At the time of purchase, the remaining sick days not bought out will be carried over and credited to the employee.

Employees having used five days for sick leave, or less, out of the fifteen sick days credited per current year qualify for participation.

During an employee's first calendar year of employment, credited sick days and eligibility for buyout will be on a pro-rata basis.

Eligible employees applying for sick time buyout will do so by December 31 of each current year by signing an authorization card provided by the County. Payment will be made in the third payroll period of the succeeding year.

26.00 WORK INCURRED INJURY

26.01 Whenever an employee is injured or disabled as a result of or arising out of his/her employment so as to be physically unfit for duty, said employee shall be entitled to injury leave for a period not to exceed one (1) year in accordance with N.J.S.A. 40A:9-1. Such leave shall not be chargeable to sick leave. In each instance of injury leave, the Board of Chosen Freeholders shall adopt a resolution provided that the examining physician appointed by the County shall certify to such injury or disability, and provided further that the employee shall comply with the provisions of this section. Before such injury leave shall commence, the employee shall enter into contract with the County to reimburse the County of out of monies he/she may receive as Worker's Compensation, temporary disability or legal settlements arising out of his/her injury.

26.02 Payments for any and all injuries set forth in Section 26.01 shall be in accordance with the requirements of N.J.S.A. 34:15-1, et seq., and any and all supplements or amendments thereto.

26.03 For the purpose of compliance with the requirements of N.J.S.A. 34:15-1 et seq., the procedure outlined below shall be followed.

26.04 A. No later than the start of the second day after the occurrence of an injury covered by this section, the injured employee shall complete the customary injury report(s) required by the State of New Jersey Department of Labor and Industry. Such forms may be obtained from the Director of Personnel and Employee Relations.

26.05 B. Within 48 hours of the occurrence of an injury covered by this section, the Department Head shall furnish information on the forms supplied by the Director of Personnel and Employee Relations, and one copy of said report shall be submitted to the Clerk of the Board of Chosen Freeholders.

26.06 C. The Director of Personnel and Employee Relations shall cause an investigation to be made of said injury, and upon completion of said investigation, shall recommend to the Board of Chosen Freeholders the action to be taken pursuant to Section 26.01, and pursuant to the requirements of N.J.S.A. 34:15-1, et seq.

26.07 D. The Director of Personnel and Employee Relations shall cause to be filed with the Clerk of the Board of Chosen Freeholders a semi-monthly report list setting forth the agreements and terms for reimbursement as provided in Section 26.01.

26.08 E. An employee of the County of Middlesex who is on injury leave shall be credited with sick and vacation at the same rate as if he/she were working.

26.09 F. In the event an employee exhausts his/her one-year injury leave before he/she is capable of returning to work, he/she may continue on the payroll by using his/her accumulated

sick and vacation time. After accumulated time has been used, the employee, if permanent has the option of applying for a leave without pay (according to the procedure outlined in Section 29.01). Non-Permanent employees are terminated after using accumulated sick and vacation time.

26.10 In order to avoid interruption of the payroll for employees of this bargaining unit who incur compensable, work-related injuries or illnesses involving lost work time, the following will be allowed.

26.11 The contents of Form L and 1-1, Employee's First Report, may be phoned in to the Personnel Department, telephone number 745-3397. Compensability will be determined by telephone with the third party administrator of the County's Worker's Compensation Program with final confirmation taken from all required forms. Whenever possible, Forms L and 1-1 should be mailed no later than the start of the second work day after the injury occurred, whenever possible.

27.00 BEREAVEMENT

27.01 All employees shall be eligible to receive a maximum of four (4) working days leave with pay in the event of the death of his/her spouse or child.

27.02 All employees shall be eligible to receive a maximum of three (3) working days leave with pay in the event of the death of his/her current son-in-law, current daughter-in-law, parent, current mother-in-law, current father-in-law, brother, current brother-in-law, sister, current sister-in-law, grandparent, grandchildren, aunt, uncle, or any other relative living in the immediate household. Bereavement leave is separate and distinct from any other leave time.

27.03 It is agreed that this Bereavement Leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) or four (4) days leave of absence (as stated above) consisting of the three (3) or four (4) working days next following the day of death. The employee will be compensated for time lost during said period from his/her regularly scheduled work, not to exceed three (3) or four (4) days. However, it is understood that the hours not worked shall not be used in computing overtime pay for hours worked in excess of forty (40) hours in the week or any other pay.

28.00 PERSONAL DAYS

28.01 All employees shall have four (4) personal holidays each year to be used for any purpose whatsoever. Personal holidays may be taken on separate days or consecutively; however, the employee will give the Employer one (1) day notice for each personal holiday to be taken. Furthermore, the use of such a personal holiday shall only come with the prior approval of the Warden, Deputy Warden, or Shift Commander.

Severance pay shall be calculated considering personal holidays on the basis of one (1) accrued personal holiday per each third month of employment completed in the year said employment is terminated.

Personal holidays may not be accumulated annually.

29.00 LEAVE OF ABSENCE

29.01 All permanent full time employees covered by the terms of the Agreement may be granted a leave of absence without pay in accordance with N.J.A.C.4A:61.1.

4A:6-1.1 General Provisions

(a) In local service, appointing authorities shall set types of leaves and procedures for leave of absence.

1. Pursuant to this subchapter, employees in local service shall also be entitled to vacation leave (N.J.A.C. 4A:6-1.2(b) through (h), sick leave (N.J.A.C. 4A:6-1.3(a) through (h); military leave (N.J.A.C. 4A:6-1.11) gubernatorial appointment leave (N.J.A.C. 4A:6-1.13); convention leave (N.J.A.C. 4A:6-1.13); and elective office leave (N.J.A.C. 4A:6-1.17).

2. An appointing authority may grant permanent employees a leave of absence without pay for a period of not to exceed one year. A leave may be extended beyond one year for exceptional circumstances upon request of the appointing authority and written approval of the Department of Personnel.

3. An appointing authority may grant unpaid union leave pursuant to N.J.A.C. 4A:6.1-16.

4. Vacation and sick leaves for police officers and fire fighters are established by local ordinance. See N.J.S.A. 40A:14-7 and 40A:14-118.

(a) In State service, this subchapter shall apply to career service employees, unless otherwise indicated. Temporary employees (see N.J.S.A. 11A:4-13c) are not entitled to the leaves or benefits in this subchapter.

(c) Records of all employee leaves of absence and types of leave shall be maintained by State and local appointing authorities and reported to the Department of Personnel for official State record in the prescribed manner and form.

(d) A leave of absence shall not disqualify an applicant for a promotional examination.

(e) Where leave procedures are not set by this subchapter, appointing authorities shall establish such procedures subject to applicable negotiations requirements.

30.00 **MILITARY LEAVE**

30.01 All full-time employees covered by the terms of this agreement shall be entitled to leave of absence from their duties in accordance with N.J.S.A. 38:23-1.1.

38:23-1.1 Leave of Absence for Field Training in National Guard or Reserve Components.

"Any full time Officer or employee of the State or of a County or Municipality service in office, position, or employment under an interim or temporary appointment, who is a member of the National Guard, Naval Militia, Air National Guard, or of a reserve component of any of the Armed Forces of the United States, shall be entitled to leave of absence from his duties not to exceed thirty days in the aggregate in any one calendar year, while engaged in field training, as follows:

(a) Without loss of pay or time if he/she had served under such an interim or temporary appointment for one year or longer.

(b) Without pay and with loss of time if he/she has served under such an interim appointment for less than one year.

L. 1953, c. 350, p, 1922, 1 eff. Aug. 8, 1953".

31.00 MEDICAL BENEFITS

31.01 Vision Care - The County shall reimburse cost 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 every two calendar years. This benefit shall not be cumulative.

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

Employee submits a receipted invoice with name, date examined, type of lenses and amount of charges with a signed voucher to the Personnel Department.

Eligible employees are entitled to reimbursement every two (2) year period from the date of the last purchase period.

31.02 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, 1998. In the event the County wishes to alter, amend or replace the current dental care plan it shall give thirty (30) days notice to the Union Representative of such 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.

31.03 Health and Hospitalization Insurance

3104 Eligibility - All employees on the County payroll for not less than sixty (60) days or on July 1, 2000 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 the Personnel Policy Manual. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered programs and their selection of a specific plan.

31.05 Level of Benefits - The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependants on the payroll as of the approved resolution the (3) three HMO options, as available on January 1, 2000 equivalent to the pre-existing plans and POS and Traditional Indemnity Coverage. It is recognized that there are significantly greater premium costs with the Traditional Indemnity Coverage, as such only employees and their dependents who are enrolled in the Traditional Indemnity Plan as of September 4, 2001 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 reenter the Traditional Indemnity plan at a later date. Employees and their eligible dependents currently enrolled in any other medical care plan may not subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to reenter the State Health Benefits plan (SHBP) of New Jersey it must provide thirty (30) days notice to the Union and enter into negotiations regarding the application of this contract.

31.06 Employee Contribution to Premium Costs

31.07 a. All eligible County employees on the payroll or on authorized leave as of June 6, 2002 shall continue to receive medical insurance benefits at full cost to the County without contribution of payment by the employee for as long as they are continuously so employed. Employees who separate from County service other than through approved or contractual leave, forfeit such entitlement should they, at some later date, re-enter County service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service.

b. Employees who enter County service or become eligible for medical insurance coverage after June 6, 2002 shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in 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 salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage.

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. 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 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.

31.08. Prescription Coverage

31.09 The County shall continue its 1998 level of prescription coverage for all present and future employees for the term of this contract. Eligible employees and their dependents shall not be required to make co-payment for generic drugs prescribed by duly licensed physician. Eligible employees and their dependents who desire or require brand name prescription drugs shall be required to make a co-payment of three (\$3.00) dollars.

31.09. Retirement Benefits

31.10 a Retired County employees and qualified dependents shall continue all benefits due them under the terms of the contract in force as of December 31, 1998 including prescription coverage as herein defined. 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.

31.11 b. 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 Department of Personnel; and employees who qualify for and are approved by New Jersey Dept. of Personnel for receipt of disability retirement benefits.

31.12 c. Retired employees as described in paragraph 2 above shall be entitled to the same level of prescription benefits as active employees. 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.

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31.13 Administration

31.14 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.

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37.00 **INSURANCE**

37.01 The Employer agrees to provide a defense for any Civil action in which an employee covered by this Agreement is named as a defendant for matters arising out of the performance of his/her duties and the Employer further agrees to hold the employee harmless in such action or actions. Punitive damages are not covered by this hold harmless clause.

37.02 In criminal proceedings brought against an employee covered by this Agreement or any matter arising out of performance of his/her duties, the Employer will provide the means for defense providing;

A. There is notice to the Middlesex County Counsel's Office.

B. There is a review and approval of the defense attorney's fee schedule by the County Counsel's Office. Approval of any reasonable fee shall not be withheld. The County Counsel shall promptly respond to the submission of a proposed fee schedule.

C. If there is a conviction of the employee on the charges brought, which conviction is not later dismissed, reversed, or set aside on appeal, then the Employer shall not be obligated to pay the costs of defense.

37.03 Nothing in this clause shall be deemed to relieve the Employer of its statutory obligations under N.J.S.A. 40A:14-117.

38.00 CEREMONIAL ACTIVITIES

38.01 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 of the Department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

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

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

39.00 PERSONNEL FILES

39.01 A separate personnel history file shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Warden.

39.02 Any member of the Department may review his/her personnel file. Appointment for such a review must be made in advance through the Warden or his/her designated representative.

39.03 Whenever a written complaint concerning a Superior Officer is to be placed in the personnel file, a copy shall be made available to the Officer, and he/she shall be given the opportunity to rebut it, if the Officer so desires. The written rebuttal shall be placed in the Officer's personnel file.

39.04 All personnel history files will be carefully maintained and permanently safeguarded. Nothing placed in any file shall be removed therefrom.

39.05 It is agreed that the files maintained by the Warden and the County Personnel Director are the official personnel files for all Superior Officers. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any person, for any reason whatsoever.

39.06 Any Correction Officer shall have the right to inspect his/her complete personnel file upon reasonable notice and at reasonable times upon written request. A designated Superior Officer and the Representative of the Association may be present when requested by the Officer concerned.

39.07 No document falling in the following categories shall be entered into a Superior's Officer's personnel file:

A. All accusations and written reprimands entered in an Officer's personnel file shall be removed from the Officer's personnel file twelve (12) months from the date of entry provided no similar accusations follow within said twelve (12) month period;

All minor disciplinary actions which result in a suspension or fine of five (5) days or less, shall be removed from the Officer'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 Warden when he/she becomes eligible to have said documents removed from his/her file.

- B. Departmental investigations and/or hearings that do not result in a finding of guilty.
 - C. Departmental hearings that result in a finding of guilty but are overturned by the New Jersey State Department of Personnel or judicial review.
 - D. Any other adverse action against a Superior Officer that is overturned by an appeal to the New Jersey State Department of Personnel, by a PERC ruling, or by a judicial review.
 - E. Any adverse action against a Superior Officer which is processed through the grievance procedure where such grievance is upheld.
 - F. The Warden retains his right to maintain all documents that fall within the above categories in cases pending final disposition and/or appeal.
- 39.08 Nothing shall be entered in any Superior Officer's personnel files, for any reason whatsoever unless the Officer receives a copy of that document.

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40.00 GRIEVANCE PROCEDURE

40.01 The purpose of the grievance procedure shall be to settle all grievances between the Employer and/or Warden and the Association as quickly as possible so as to insure efficiency and promote employee morale.

40.02 For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

40.03 All grievances shall be processed as follows:

- A. Grievances shall be discussed with the Deputy Warden or his/her designee by the grievant and a Superior Officers Association Representative of equal rank within ten (10) working days (Monday – Friday) of its occurrence or ten (10) working days after the employee or Association becomes aware of the event. The Deputy Warden or his/her designee shall answer the grievance within three (3) working days.
- B. If the grievances are not settled through Step A, it shall be reduced to writing by the grievant and submitted to the Warden within seven (7) working days after the Deputy Warden's response. The answer to this grievance shall be made in writing with a copy to the Association within seven (7) working days of submission.
- C. If the grievance is not settled through Step B, it shall be presented to the Personnel Director in writing within ten (10) working days after the response of the Warden or after said response should have been received. The Personnel Director or his/her designee shall respond in writing within twelve (12) working days of submission.
- D. The grievance procedure, as contained in this Agreement, shall be strictly adhered to. It is understood that employees and the Association Representative must sign their individual or class grievances. Grievances without an employee signature shall not be accepted or processed. The time limits may be extended by mutual agreement.
- E. Failure to move a grievance to the next step will be considered a withdrawal of the grievance.

40.04 Arbitration

1. If no satisfactory resolution of the grievance is reached at the previous step, then within twenty (20) calendar days the grievance shall be referred to an Arbitrator appointed by the parties from three (3) mutually agreed upon permanent arbitrators from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The decision of the Arbitrator shall be final and binding upon the parties.
2. The Arbitrator shall have no authority to add or subtract from the Agreement.
3. It is the intent of the parties that no matter in dispute that is subject to the review and/or decision of the New Jersey State Department of Personnel may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to New Jersey State Department of Personnel review and decision.
4. An employee covered by the terms of this Agreement has the right to process his own grievance without Association representation through all steps of the grievance procedure that incur no expense to PBA Local 152A. The Association reserves the right to be present and give its position at all such proceedings in order to preserve the integrity of the contract and insure that no resulting remedy is in violation of this Agreement. It is understood that only the PBA Local 152A may process a grievance to arbitration.
5. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last proceeding shall be deemed to be conclusive. Failure of the Employer to respond at any level of the grievance procedure within the provided time limits shall be considered a denial of the grievance. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.
6. The expense of an arbitration shall be borne equally by the parties. Legal fees and other costs shall be borne by each party who incurs said legal fees and other costs.
7. Any issue concerning retroactivity considered by the parties is a factor to be considered and resolved by the Arbitrator in deeming a remedy.
8. The President or State Delegate of the Association may process grievances during working hours upon prior request to their immediate supervisor as long as the processing does not interfere with the smooth function of the Department.

41.00 PENSION

41.01 The Employer shall continue to provide pension and retirement benefits to employees covered by the Agreement pursuant to provisions of the statutes and laws of the State of New Jersey

41.02 The Employer will continue to pay to the appropriate Police Retirement Fund all appropriate amounts which the Fund will accept on account of any payments made to employees pursuant to this Agreement.

41.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, resolution of the dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

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42.00 SAVINGS CLAUSE & EMANATING POLICY

42.01 It is mutually agreed that all benefits currently enjoyed by employees shall remain in effect and become merged in this Agreement.

42.02 It is agreed that all common policy fringe benefits emanating from a County policy pursuant to a Board of Chosen Freeholders decision, will accrue to the employees of PBA Local No. 152A over and above current contract.

42.03 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

42.04 If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal or competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:13A-3 et seq., however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

42.05 When an Officer is transferred and/or reassigned to another section within the Department of Adult Corrections, he/she shall retain his/her accumulated sick leave, vacation, unused personal days and seniority for purposes of pay and related benefits.

43.00 NO STRIKE OR LOCK OUT

43.01 Neither the Union nor the employees or Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lockout. 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 subject to the employee's right of arbitration. In the event that 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.

44.00 OFF DUTY POLICE ACTION

44.01 Any action taken by Correction Officers employed under the terms of this Agreement on his/her off-duty hours will be limited to the definitions of N.J.S.A. 2A:154-3.

44.02 2A:154-3 Court Attendants Sheriff's Officers and County Correction Officers as Peace Officers:

Any Court Attendants, Sheriff's Officers and County Correction Officers in the competitive class of civil service who have been or who may hereafter be appointed by the Sheriff or Board of Chosen Freeholders or any County in this State shall, by virtue of such appointment and in addition to other power or authority, be empowered to act as officers for the detection, apprehension, arrest and conviction of offenders against the law.

Amended by L. 1968, c. 326, 1, eff. Nov. 4, 1968; c. 398, 1, eff. Jan 10, 1969.

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45.00 MILEAGE ALLOWANCE

45.01 Whenever an employee shall be required to use his/her personal vehicle in any job connected capacity, he/she shall be entitled to an allowance of the prevailing County rate per mile. Additional expenses such as parking, tolls, etc., shall be paid upon submission of a receipt and voucher.

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46.00 MATERNITY LEAVE

46.01 Employees may be granted earned and accumulated sick leave and vacation during the time prior to the expected date of delivery and for one (1) month after the actual date of delivery, on presentation of a doctor's certificate and with approval of the Department Head and the Freeholder in charge.

46.02 Permanent employees who are without accrued vacation or sick leave may be granted a leave without pay not to exceed six (6) months, subject to the same preconditions as listed above.

47.00 SAFETY AND HEALTH

47.01 The Employer shall at all times maintain working conditions to insure proper safety for all employees.

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48.00 YEARLY CALENDAR

48.01 The work schedule showing rotations and assignments for the following three (3) month period shall be posted at a conspicuous location and shall be available for review by employees no later than one (1) month prior to its effective date.

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49.00 REPLACEMENTS

49.01 No full-time Superior Officer covered by this Agreement shall be replaced by any non-Correction Officer part-time or other personnel.

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50.00 **NO WAIVER**

50.01 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

50.02 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled by law.

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51.00 DEPARTMENT VEHICLES

51.01 The Employer agrees to provide suitably equipped vehicles for the Department of Adult Corrections. These vehicles will be under and in concert with U.S. Automobile Manufacturer's standards in order to insure safety and health of the operators while in performance of their duties.

52.00 CHANGES AND MODIFICATIONS

52.01 Any changes or modifications in terms and conditions of employment shall be made only after negotiation with the Association.

52.02 Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the Association before they are established.

52.03 Changes mandated by State or Federal Law shall control the parties where appropriate.

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53.00 ECONOMY LAYOFFS

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

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54.00 RECLASSIFICATION SURVEY

54.01 If the Employer should request a complete title survey and reclassification survey of the Superior Officers' positions by the New Jersey State Department of Personnel, the Association will be permitted to take an active part in the survey consistent with the New Jersey State Department of Personnel Rules. To the extent of its vested interest in the employees whom it represents in accordance with all New Jersey State Department of Personnel Regulations and applicable laws, the Employer will notify the Association that a survey is taking place and ask for recommendations and reasonable cooperate with the Association regarding and survey.

APPENDIX A

SUPERIOR CORRECTION 1% - 18 YR. 1.5% - 20 yr.

	2004	2005	2006	2007	2008
Sergeant	76,029	78,310	81,051	84,293	87,664
Hourly Rate	36.5524	37.6490	38.9667	40.5254	42.1464
Sergeant +15 yr. 1%				85,136	88,541
Hourly Rate				40.9306	42.5678
Sergeant/senior+20 yr. 1.5%	77,169	79,484	82,266	86,413	89,869
Hourly Rate	37.1005	38.2135	39.5510	41.5446	43.2064
Lieutenant	86,317	88,907	92,018	95,699	99,527
Hourly Rate	41.4986	42.7435	44.2395	46.0091	47.8495
Lieutenant+15yr. 1%				96,656	100,522
Hourly Rate				46.4692	48.3280
Lieutenant/senior+20 yr. 1.5%	87,612	90,240	93,399	98,106	102,030
Hourly Rate	42.1212	43.3848	44.9033	47.1662	49.0529
Captain	99,266	102,244	105,823	110,055	114,458
Hourly Rate	47.7240	49.1558	50.8762	52.9113	55.0277
Captain+15 yr. 1%				111,156	115,602
Hourly Rate				53.4404	55.5780
Captain/senior+20 yr. 1.5%	100,755	103,778	107,410	112,823	117,336
Hourly Rate	48.4339	49.8931	51.6394	54.2420	56.4117

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APPENDIX "B"

Each September the Department of Personnel will publish the official County holiday schedule for the succeeding year. The Holiday schedule will include the official County dates for the observance of the following holidays.

1. New Year's Day.
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday following Thanksgiving
14. Christmas Day

APPENDIX C.

ASSIGNMENTS FOR SHIFTS AND DAYS OFF

All eligible members of PBA Local 152A, subject to the below listed qualifications and conditions, will be permitted to seek shift and days off assignments based on the following procedures and policies.

1. A. Shift (day, evening, midnight, etc.) and work schedule (days off) shall be selected pursuant to seniority.

B. For the purpose of this Article only, seniority shall be determined by the employee's permanent Civil Service appointment date in grade. If more than one supervisory Correction Officer is promoted to rank on the same date and are tied to their rating hereunder, seniority shall be determined by using the employee's ranking on the Civil Service certified list.

C. Seniority shall not accrue during periods of time that an employee is not employed by the Employer as a supervisory Correction Officer, except if the employee is on an approved leave of absence.

2. A Superior Officer with less than twelve (12) months of continuous employment in rank (hereinafter referred to as "New Superior Officers") shall be assigned a shift and work schedule in the sole discretion of the Warden, or his designee.

3. A. There are certain "exempt post" which may require special training or special skills or experience or abilities or performance qualities that shall not be subject to the assignment process and shall be filled by the Warden pursuant to his discretion. They are as follows:

1. Captains (all)
2. Records Superior Officer (2), (1) first and (1) second
3. Training Superior Officer (1)
4. Internal Affairs Superior Officer (2)
5. Administrative Superior/Compliance (1)
6. Visiting Superior Officer (2), (1) Lt. and (2) Sgt.

B. Such exempt posts may be filled by the Warden with employees who possess the special skills or special training, or experience, or abilities, or performance qualities, as determined by the Warden. At time of bidding, an officer designated to an exempt post may opt out of the exempt post assignment at that bid time with the approval of the Warden and shall participate in the bidding process.

C. If an employee has special training and skills and is currently assigned to an "exempt post" as described in Section 3A, then that employee may continue their assignment at the Warden's discretion, or that employee may be returned to the shift bidding program. When an employee, who has been appointed by the Warden to an exempt post, retires, or leaves, then the Warden shall fill that assignment with an employee selected at his discretion.

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4. Assignments to shifts and days off shall be available to Superior Officers with at least twelve (12) months continuous service in rank.

5. Except as otherwise provided in this Article, shift work schedule assignments and days off for all eligible Superior Officers shall be conducted pursuant to the following procedure:

(a) On September 1st of each year the employer shall develop a list of positions, assignments and days off for all positions covered by this Agreement, and ensure distribution by distributing said list with the first paycheck of September and posting said list on union bulletin boards. Once a year, between the dates of October 1st and October 14th Superior Officers desiring a shift, assignment or days off change will submit their request, and said request will be time stamped at the Warden's office, or at the Warden's designee. (In the event of vacation or other time off, the employer will allow earlier submission).

(b) Selection will be made based on seniority in grade, subject to the above exemptions.

(c) The Warden or designee will provide the change in shift and/or days off by no later than October 31. Individual notices will be forwarded to each officer informing them of their shift, with a master list for all 152A members being sent to each officer of PBA 152A, and posted on union bulletin boards.

(d) The new shift will take effect on the first full pay period in January. If any of the dates fall on a weekend, or legally observed County Holidays, then the time shall go to the next business day.

(e) In the event of a permanent vacancy occurring during the year, in a non-exempt spot, within thirty days prior to the shift being vacated, the position will be posted by the warden, if possible. All members seeking to fill the vacancy will submit their bid to the Warden's Office or Warden's designee. The Warden will have ten business days to announce the successful bidder, based on the criteria set forth above.

(f) Interim permanent vacancies for non-exempt spots shall be filled pursuant to the procedures set forth herein. Temporary vacancies may be filled pursuant to seniority (junior officer in rank is moved). Voluntary process may also be utilized.

(g) Newly appointed Superiors with less than twelve (12) months may be assigned a shift and work schedule at the discretion of the Warden or his designee. Said assigned shift and schedule shall last for twelve (12) months, at which time, if the position is non-exempt, it then will be subject to permanent vacancy bidding as set forth above.

6. A. A disciplinary assignment or transfer of shift and/or days off including, among other things, for reasons of poor attendance, poor performance, or discipline, may be grieved through binding arbitration pursuant to the grievance/arbitration provisions of paragraph 37.01 et seq. of the Collective Negotiated Labor Agreement, on the sole ground that the action was arbitrary, capricious, unreasonable and unlawful. Any such disciplinary assignment or transfer may not be effectuated until there has been a determination of the grievance by the County Director of Personnel, provided that a timely appeal has been made pursuant to the Collective Negotiated Labor Agreement.

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B. The power of the arbitrator involving a case of disciplinary assignment or transfer of shifts, and/or days off, shall include the power to decide if there was poor attendance, or poor performance, and whether or not the penalties imposed were for just cause. The arbitrator may affirm, overrule or modify any such discipline imposed.

7. The Warden retains the authority to determine, define, establish and change the shift schedules within the Department of Corrections. The Employer further retains the right to unilaterally in assigning shifts and schedule when the Employer determines that special needs, special qualifications, special skills or special training are needed to perform particular tasks when the Employer determines an emergency exists.

8. The Warden retains the authority to determine what shift and what days and during hours any given correctional task is to be performed.

9. The Warden shall have the right to select at his discretion after the bidding process lieutenants shall fill the functions of Shift Commander, Executive and Relief Lieutenant.

55.00 DURATION OF CONTRACT

55.01 It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2005 until December 31, 2008 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 2005.

All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

55.02 Any economic terms and conditions contained in this Agreement that have been negotiated for the contractual years 2005, 2006, 2007 and 2008 shall be retroactive only to January 1 of each respective calendar year unless otherwise expressly stated in the agreement.


55.03 This Agreement may be reopened for 2008 contract negotiations by either party upon notice in writing at least sixty (60) days prior to December 31, 2008.

ATTEST:

COUNTY OF MIDDLESEX
BOARD OF CHOSEN FREEHOLDERS

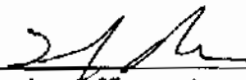


Margaret E. Pemberton
Clerk of the Board

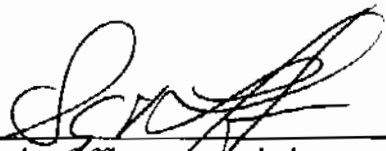


David B. Crabel, Director
Board of Chosen Freeholders

THE SUPERIOR CORRECTION
OFFICERS OF MIDDLESEX COUNTY,
DEPARTMENT OF ADULT CORRECTIONS
PBA LOCAL 152A

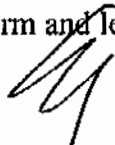


Superior Officers Association
PBA Local 152A



Superior Officers Association
PBA Local #152A
Representative

Approved as to form and legality:



Eric M. Aronowitz, Esq. First Deputy County Counsel