

Middlesex

R E S O L U T I O N

1977

WHEREAS, the Middlesex County Correction Superior Officers,
PBA #152 is the exclusive bargaining agent for the Superior Correction Officers
of the Middlesex County Workhouse; and

WHEREAS, said Association and Representatives of the County
of Middlesex have completed Labor Negotiations pursuant to Chapter 303, Laws
of 1968 of the State of New Jersey (Public Employment Relations Commission);
and

WHEREAS, agreement concerning wages and working conditions has
been reached between Representatives of the County of Middlesex and the
Representatives of PBA #152, which Labor Agreement is attached hereto and is
effective from January 1, 1977 to December 31, 1977 covering the following
parties: Superior Officers of the Middlesex County Workhouse and the County
of Middlesex; and amends the previous contract between said parties; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders
that the 1977 Labor Agreement between Middlesex County Correction Superior
Officers and the County of Middlesex shall be and is hereby approved; and

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

BE IT FURTHER RESOLVED that the County Comptroller prepare
the necessary requests for amendments to the salary schedules, as required;
and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and be retroactive to January 1st, 1977; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the County Personnel Director, County Treasurer, County Comptroller, County Administrator and the New Jersey Department of Civil Service.

DATED:

I, Mary C. Hudson, Clerk of the Board of
Chosen Freeholders of the County of Middlesex and
State of New Jersey, do hereby certify that the
above is a true copy of a resolution adopted at a
meeting of the Board held on NOV 17 1977
Mary C. Hudson
Clerk

THIS AGREEMENT made the 17th day of Nov. 1977 between THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer) and THE MIDDLESEX COUNTY SUPERIOR CORRECTION OFFICERS PBA #152, (hereinafter known as the Association).

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

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

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

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

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

MIDDLESEX COUNTY WORKHOUSE	Correction Captain
	Correction Lieutenant
JOB CLASSIFICATIONS	Correction Sergeant

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

During contract negotiations, the authorized representatives of the Association, 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.

3. DUES CHECKOFF: The Employer agrees to deduct from the earnings of each employee the Association dues when said employee has properly authorized such deduction in writing and remit to the Association by the 15th day of the succeeding month the amount of dues deducted.

4. WAGES: Effective January 1, 1977 and ending December 31, 1977, employees covered under the terms of this Agreement shall be paid in accordance with the following salary ranges:

Correction Sergeant	\$15,559.00 16,559.00
Correction Lieutenant	\$17,559.00 18,559.00
Correction Captain	\$19,559.00 20,559.00

It is agreed that a spread of \$2,000.00 between ranks at maximum will be maintained. Hereafter any change in the salary ranges of Sergeant, Lieutenant or Captain will be based upon this principal. This policy excludes Superior Officers from parity.

All eligible employees will be slotted according to the County submittal dated September 30th, 1977.

PROMOTION: It is understood that when a Superior Officer is promoted in rank he/she will receive the next pay step in that rank which is greater than his/her present salary and the effective date of promotion will then become his Anniversary Date for additional pay purposes.

OVERTIME: All Association personnel, when held over beyond the normal scheduled working day will receive premium pay.

When a Superior Officer is called in to work on his off duty hours, such compensation shall consist of premium pay with a minimum of four (4) hours.

5. LONGEVITY: All employees shall be entitled to receive a longevity increase which will be based upon their salary as of December 31st, 1976. The rate of longevity paid to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the Employer on March 18, 1971, and as amended, which Resolution is herein incorporated and made a part of this agreement.

6. UNIFORM MAINTENANCE AND PURCHASE ALLOWANCE: All Superior Officers shall receive an annual uniform maintenance and purchase allowance of \$350.00.

Payment will be made in December of each year. /

Employees leaving County employment before completing a years employment will have deducted from their last pay the amount accruing to the County at the rate of twenty-nine (\$29.00) dollars per month for each month less than the year.

It is understood and agreed that the \$350.00 payment is for the purpose of maintenance and purchase of the uniform inventory as presently prescribed by the Warden.

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

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

7. SHIFT-POSITION ASSIGNMENT: Two (2) weeks notice in writing will be supplied before shift or position assignments are altered, except in emergency situations.

8. ADVANCEMENT-PROMOTIONS: The County agrees to consider qualified Superior Correction Officers for advancement and/or promotion, temporary or permanent in nature. This will be based on Civil Service Regulations.

9. MEDICAL BENEFITS: All full-time and eligible part-time employees and employees' family shall be covered by Blue Cross, Blue Shield, and Rider J; at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the employer's expense.

The Rutgers Community Health Plan (H.M.O.) is available to the employee as an alternate to Blue Cross, Blue Shield, Rider J and Major Medical. The County will contribute the same amount toward R.C.H.P. coverage as is contributed toward traditional coverage. In the event R.C.H.P. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

All full-time and eligible part-time employees shall be covered by the Great-West Life Assurance Company Dental Plan, or a similar plan at the employer's expense.

A DRUG PRESCRIPTION PLAN, similar to the present State Drug Prescription Plan will be developed and implemented in the 1978 contract year. Cost of the program will be assumed by the County and a token payment will be charged to the employee for each prescription filled.

BLUE CROSS, BLUE SHIELD FOR RETIREES: A program for paying the cost of Blue Cross, Blue Shield for employees retiring with twenty-five (25) years of service, who are sixty-two (62) years of age or older, will be formulated for the 1978 contract year.

10. HOLIDAYS: The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared by legally constituted authorities of the County, State and Federal Government, provided said Holiday has been recognized by the Board of Freeholders.

New Years Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

If a holiday falls during an employees vacation or bereavement time he shall be granted an additional day off with pay.

When an Officer is scheduled to work a holiday he shall be paid for the holiday at his regular hourly rate, plus time and one-half of his regular hourly rate and he will not be entitled to a compensatory day. When a holiday falls on an Officers regular day off, he will receive a regular days pay at his regular hourly rate in addition to his weekly wages and not be entitled to a compensatory day.

11. BEREAVEMENT: All employees shall receive three (3) days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, br-ther, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts and uncles, and any other relative living in the immediate household, such leave being separate and distinct from any other leave time.

It is understood and agreed that this Bereavement Leave will be communicated to the Shift Commander by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) calendar days next following the day of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

12. VACATIONS: All employees shall be granted vacation leave based upon the following schedule, from the date they are hired.

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to 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-first year or more	Twenty-five working days during each year of service.

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

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

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

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

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 payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000.00) 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 the Resolution adopted by the Board of Chosen Freeholders authorizing same.

14. MILITARY LEAVE: Any employee of the County who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States, and is required to engage in field training shall be granted a military leave of absence with pay for a period of such training as is authorized by law. Such leave of absence shall be in addition to vacation.

15. GRIEVANCE PROCEDURE: 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.

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

All grievances shall be processed as follows:

Step 1 - The grievance shall be reduced to writing by the Association employee(s) and submitted to the Warden or any person designated by him, and the answer to such grievance shall be made in writing with a copy to the Association within five (5) working days of their submission.

Step 2 - Employees grievances shall be presented to the Supervisory Representative on forms prepared by the County, in step 1. Should the grievance reach step 2, a decision shall be rendered by the County Personnel Director within ten (10) days of submission. The grievance procedure, as contained in this contract, shall be strictly adhered to. It is understood that employees and the Association Representative must sign their individual grievances. Grievances without an employee signature shall not be accepted or processed.

It is understood that the time limits may be extended by mutual agreement.

Failure to move a grievance to the next step will be considered a withdrawal of the grievance.

Step 3 - If the grievances are not settled by steps 1, and 2, then the Association within ten (10) working days after a written decision (Step 2) shall have the right to submit only such grievances which are claimed violations, misinterpretations or misapplication of the terms of this agreement and the referenced policies directly affecting them (the Association) to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The arbitrator appointed shall have full power to hear the grievance and make a decision which decision shall neither modify, add to, nor subtract from the terms of the agreement and the referenced policies. (The decision shall be rendered within thirty (30) days after completion of the hearing and shall be advisory on both parties.) The cost of the Arbitrator and his expenses shall be borne equally by both parties unless other noted.

Grievances must be initially filed within thirty (30) days of the incident, or the employees' knowledge of such incident. Any retroactive settlement will be made as of the date of the filing of the grievance.

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

17. CIVIL ARREST INSURANCE COVERAGE: The Employer agrees to false arrest insurance coverage for employees who are named defendants in civil liability actions related to activities within the scope of their employment.

18. SAVINGS CLAUSE: It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become merged in this agreement.

19. PERSONAL DAYS: All employees shall have three (3) personal holidays in addition to those aforementioned for any personal purpose. Personal holidays may not be carried over to the following year. Personal holidays may be taken on separate days or consecutively; however, the employee should, whenever possible, give the Employer one (1) day notice for each personal holiday to be taken. Superior Officers at the beginning of each calendar year will be credited with three (3) personal days for the year. A personal day cannot be refused to any employee for any reason whatsoever, except in an emergency situation. Emergency is considered as riots, affrays, tumultuous disturbances, fire or any situation where it is impossible to obtain another Superior Officer. Severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per fourth month of employment completed in the year said employment is terminated.

20. COMPUTATION ERRORS: During the life of this contract computation errors may be corrected from the date of determination. These errors may be corrected by Union or Management by mutual consent.

21. NO-STRIKE OR LOCK-OUT: Neither the union nor the employees or employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock-out. 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 an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

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

23. PERSONNEL FILE: An Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times upon written request. A designated Superior Officer and a representative of the Association may be present when requested by the Officer concerned. The Warden agrees to provide a copy to the Officer of any material placed in his personnel file, starting from the signing of this agreement. It is understood and agreed that the file maintained by the County Personnel Department is the official file.

24. The Employer shall also provide insurance (Workmen's Compensation) covering any and all employee(s) from any and all claims that may arise by or against an employee while assisting any other law enforcement agent or agency while traveling to and from the place of employment or for any and all Police related incidents that may occur while off duty, within the State of New Jersey.

25. DURATION OF CONTRACT: It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1, 1977 until December 31, 1977.

This Agreement may be reopened by either party for the Contract Year 1978 upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 1977.

COUNTY OF MIDDLESEX

By its Board of Chosen Freeholders:

ATTEST:

Thomas J. Molyneux

THOMAS J. MOLYNEUX, DIRECTOR

Mary C. Hudson

MARY C. HUDSON, CLERK

MIDDLESEX COUNTY SUPERIOR CORRECTION
OFFICERS - PBA #152:

Dr. Oliver Fisher
REPRESENTATIVE

August M. Marago
REPRESENTATIVE