

ONE YEAR – INTERIM TRIAL AGREEMENT

COVERING THE PERIOD

BETWEEN 1/10/2004 TO 1/9/2005

AGREEMENT

between

**HUNTERDON COUNTY JAIL EMPLOYEES’
F.O.P. LODGE #29**

and

THE COUNTY OF HUNTERDON

for

2001, 2002, 2003, 2004 and 2005

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PREAMBLE

This Interim Agreement made this _____ day of December 2003 between the County of Hunterdon, by its Board of Chosen Freeholders (hereinafter known as the Employer) and the Hunterdon County Jail Employees' F.O.P. Lodge #29 (hereinafter known as the F.O.P. Lodge #29).

WHEREAS, the Association has been selected as the bargaining agent by the employees hereinafter to be defined, in accordance with Chapter 123 of the Laws of 1974, 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 123 of the Laws of 1974; and

WHEREAS, the parties have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to the 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 terms and conditions which govern the activities of the parties and all affected employees.

The parties have an existing Collective Bargaining Agreement which runs through 12/31/2005. The existing Collective Bargaining Agreement provides in Article 20, for a schedule of five (5) days on and two (2) days off with eight (8) hour shifts. The parties reopened negotiations in the Fall of 2003 to discuss the implementation of a new work schedule of three (3) days on and three (3) days off with twelve (12) hour shifts.

The parties have agreed to implement a new Schedule effective 1/10/2004 through 1/9/2005 on a one year trial basis. The terms of this Interim Agreement shall constitute the Collective Bargaining Agreement between the parties during the one year trial basis and will continue in force and effect if the new schedule is made permanent. If the trial is terminated at the end of 15 months, or terminated sooner by the County, as outlined below, this Interim Agreement shall terminate and the provisions of the existing Collective Bargaining Agreement covering the period 2001-2005 and executed on August 28, 2001 shall be reinstated and shall constitute the Collective Bargaining Agreement between the parties.

The trial period shall be subject to an evaluation process. At any time during the trial period, either party has the right to convene a meeting for the purposes of discussing any problems, difficulties or unanticipated events which occur, and/or which impact either party as a result of the implementation of the new schedule. When convening a meeting the party shall indicate the topics to be discussed and identify, prior to the meeting, the nature of the problem and the party's proposed solution, if any.

At the meeting each party will attempt in good faith to address any difficulties which arise during the course of the trial. If the parties cannot resolve the issue through discussion, it shall not be subject to the grievance procedure. In addition, if the County determines that the difficulties impair the operational objectives of the Jail, the County can terminate the trial period on thirty (30) days notice.

At the end of the trial period (1/9/2005) either party can elect to terminate the new work schedule effective 4/10/2005 only after using the procedure outlined below. Each of the parties can take up to one month (to 2/9/2005) to evaluate the trial. During that time frame, but no later than 2/9/2005, a party may provide notice that it wishes to terminate the new scheduling. The notice shall provide the specific reasons for the party's decision. The purpose of this provision is to provide the opportunity for future discussions about the ways in which the program might be modified so that it is acceptable to both parties. The parties shall meet on or about 2/23/2005 (or such other date as they may mutually agree). The parties shall continue to meet in good faith as long as reasonable progress is being made to resolve any issues in an attempt to make the scheduling change permanent. This paragraph shall not apply if the County elects to terminate the trial period sooner on thirty (30) days notice.

ARTICLE 1
RECOGNITION

The F.O.P. Lodge #29 is hereby recognized as the bargaining agent for all full time and permanent part time Correction Officers of the Jail and/or Community Corrections Center employed by the County of HUNTERDON, except for the job titles of a) Warden and Assistant Warden; b) Captains, Lieutenants and Sergeants (covered by the Agreement with the Superior Officers' Association) and c) clerical, cooks, and nurses (covered by the Agreement with C.W.A.)

For the purposes of this Article, a permanent part time employee is an employee who is certified permanent by the New Jersey Department of Personnel in a part time position.

ARTICLE 2

NEGOTIATION PROCEDURES

The County and the Association agree to enter into collective negotiations over a successor agreement not later than September 1st, next preceding the expiration hereof. Thereafter, each party shall be free to propose and negotiate with regard to all proper subjects of negotiations which it desires to place before the other for consideration. Any agreement so negotiated shall incorporate the complete and final understanding on all negotiable issues. Such agreement shall apply to all members of the bargaining unit, and shall be reduced to writing and , after ratification, signed by the parties.

The County will not change terms and conditions of employment, as defined by PERC, without first negotiating with the Union pursuant to law.

ARTICLE 3

COLLEGE CREDITS

The employer will pay to an employee a tuition reimbursement in the sum of Fifty Dollars (\$50.00) per college credit earned (not to exceed a maximum of Three Hundred Dollars (\$300.00) per semester) for a course in the field of criminal justice. The Warden or Corrections Administrator's determination as to whether the course is in the field of criminal justice will be binding. In order to be eligible for tuition reimbursement, the employee must receive prior written permission of the Warden or Correctional Administrator before enrolling in the course. In addition, the employee must receive a passing grade of at least a "C" or better in order to be entitled to reimbursement. The amount will be paid at the end of the course. This payment will be a one-time lump sum payment, and will not continue in future years.

As of December 31, 1988, the practice was to pay employees hired prior to June 1, 1981, the sum of Fifty Dollars (\$50.00) per college credit per year on an annual basis. This practice will terminate as of January 1, 1989. As of that date, no employee will be entitled to payments under the former program.

From January 1, 1989 on, employees will be entitled to reimbursement under this provision only.

ARTICLE 4

OVERTIME RATE

Section 1. The nature of a Correction Officer's work is such that incidental overtime is required to close out reports or complete job assignments that are considered an integral part of corrections work. No extra compensation shall be granted for the extra time worked in connection with these activities.

Section 2. On certain occasions, employees may be required to work overtime. The following rules shall apply:

A. Incidental overtime required to close out a scheduled tour of duty - 0 to 15 minutes - no compensation; more than 15 minutes - compensation at time and one-half for all hours worked in excess of a scheduled tour of duty (tour of duty is 12 hours inclusive of meal period).

B. Scheduled overtime shall be compensated at the rate of time and one-half for all hours assigned to be worked and worked beyond the normal 12 hour tour of duty or on any non-previously scheduled day of work. Time worked for overtime purposes does not include time off on sick leave, vacation or holiday or other form of authorized leave. There will be no pyramiding of overtime.

C. Holiday Compensation - Employee shall not receive overtime for working on a holiday, but shall, in lieu thereof, receive payment as provided by the Holiday Compensation Article 7.

D. A minimum of three hours pay at time and one-half shall be given to an employee who has completed a regularly scheduled work day and is required to return to work in an emergency situation when the return to work is not a continuation of his shift. The Employer reserves the right to have the employee work for a minimum period and beyond as the needs of the emergency dictate and shall compensate the employee at time and one-half his normal rate of pay for the actual hours worked beyond the initial three hours.

E. An employee may elect to be compensated in pay or compensatory time for overtime at the applicable overtime rate. No officer shall be entitled to accumulate more than 40 hours of compensatory time per year. An employee may only schedule the use of compensatory time with the permission of the Employer taking into consideration the operational needs of the department. By November of each year, any employee who has not utilized their earned compensatory time shall be permitted to request compensation. The employer has the sole discretion to approve or deny the request based upon budgetary constraints. No compensatory time will be carried over to the succeeding year. Each employee shall utilize it if they do not receive pay for it under this provision. If the employer is unable to permit scheduling of the time, it shall pay compensation in cash.

Section 3. The parties wish to avoid any dispute between them as to the application of the provisions of the Fair Labor Standards Act (F.L.S.A.) to the terms of this contract, in particular, this overtime provision and Article 20 of this contract - Hours of Work and Scheduling. This Article 4 and Article 20 have been negotiated with the complete understanding of the terms of the F.L.S.A. The parties have negotiated and reached this Agreement based upon the assumption that there will be

no overtime paid other than outlined in this contract. The parties agree for the purposes of future interpretation of F.L.S.A. issues only, and no other purpose, that the actual work day is eleven and one-half (11 1/2) hours, plus a paid half hour lunch. Therefore, even if incidental overtime and, in particular, the additional ten (10) minutes for which an employee is required to be on duty prior to the scheduled tour of duty pursuant to Article 20, are not evened out over the course of a year by other unscheduled time off, there will be no entitlement to overtime since the employees have not worked a full forty hour week.

ARTICLE 5

SHIFT DIFFERENTIAL

Prior to January 1, 1998, Shift Differential Pay was received by covered employees. At the request of the Association, the Shift Differential Pay presently paid to employees will be divided equally among all Officers irrespective of shift.

The parties have calculated this amount for 1998. The parties have agreed that Nine Hundred Fifteen Dollars (\$915.00) will be added to the pay of each officer for the year 1998, to compensate them for shift differential. Once this becomes a part of each Officer's salary, it will not be singled out or treated separately in any subsequent negotiations. However, if at any time, the bargaining unit makes a demand in subsequent negotiations for the reinstatement of shift differential pay based upon shift assignments, both parties agree that 2.1% or Nine Hundred fifteen Dollars (\$915.00), whichever is greater, will be deducted from each Officer's salary at the time the proposal for shift differential is accepted or reinstated. The 2.1% or Nine Hundred Fifteen Dollars (\$915.00), whichever is greater, is the amount that the parties have agreed is the presumed component of each Officer's salary which is being paid to them for shift differential.

ARTICLE 6

HOLIDAYS

The following legal holidays shall be observed under this agreement:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

and any other holidays declared by duly constituted officials of the County, State, or Federal Government.

When these holidays conflict with the work schedule, employees required to work shall be paid at the rate of two and one-half (2 1/2) times their normal rate of pay.

ARTICLE 7

HOLIDAY COMPENSATION

All employees required to work on a holiday shall be entitled to receive two and one-half (2 1/2) times their normal rate of pay for each hour worked or compensatory time at two and one-half (2 1/2) hours for each hour worked on said holiday at the request of the employee subject to approval of the employer. Employees may choose whether to receive cash or compensatory time as holiday compensation prior to January 1 and July 1 of each year. The employee's choice, if approved by the Employer, shall apply for all holidays worked during the period of January 1 through June 30 or July 1 through December 31 as appropriate.

The Employer shall consider all requests of employees made under this Article on a seniority basis. Seniority, for the purpose of this Article, is defined as uninterrupted service in the Hunterdon County Jail from the date of hire.

"Hours worked" on a holiday are those hours during which the employee is actually in attendance between 00:01 of the date of the holiday to 23:59 at the end of the date of the Holiday. Officers whose shift overlaps between the day before (or after) a holiday and the date of the holiday shall receive straight time for the hours worked on the "Non-Holiday" and shall only receive holiday pay for the actual hours worked on the holiday.

Employees who are not required to work on a holiday shall receive eight (8) hours straight-time pay for the holiday.

ARTICLE 8

UNIFORM ALLOWANCE

All employees covered by this Agreement shall be entitled to receive an annual Uniform Maintenance Allowance of Six Hundred Dollars (\$600.00) per year, payable in two equal installments, one half on June 15th and the other half on December 15th. The employee will return a pro-rated portion of the allowance in the event of termination during the quarter.

The Employer shall also provide replacements for shirts and trousers which are part of the standard uniform issue when necessary as a result of normal wear and tear or damage in the line of duty. When an officer requests a replacement item of this uniform, he or she must present the worn out or damaged article of clothing and shall receive a replacement therefore. Any practice to the contrary prior to March 30, 1995 shall not be continued and shall not be considered past practice.

All employees covered under this contract will be supplied with all uniform items covered under the SOP's of the Hunterdon County Department of Correction upon being hired..

The original issue of uniform shall consist of the following:

- Five (5) shirts
- Five (5) trousers
- One (1) training shirt
- One (1) duty belt and handcuff case

In addition, the Employer will designate two types of police-designed departmental shoes, a dress shoe, and a combat boot. The employee may select which type of shoe they prefer and all employees will be required to wear that shoe only while on duty. The employer will supply the shoe at its cost and expense and will indicate to employees where they may go to be fitted. The employer will consider requests for permission to wear another shoe. The Warden may grant or deny such request in the Warden's absolute discretion. His decision will not be arbitrable. If permission is granted, the employee shall pay any amount over the cost of the designated police shoe.

ARTICLE 9
BEREAVEMENT

All employees shall receive five (5) consecutive working days leave in the event of the death of the following:

- Spouse
- Child
- Son-in-law
- Daughter-in-law
- Step-child
- Sister
- Sister-in-law
- Brother
- Brother-in-law
- Grandparent (of employee or employee's spouse)
- Grandchild (of employee or employee's spouse)
- Parent
- Step-parent
- Father-in-law
- Mother-in-law

and any other member of the immediate household. This leave is separate and distinct from any other leave time.

ARTICLE 10

PERSONAL LEAVE

All employees herein shall receive thirty two (32) hours leave for personal business, non-accumulative unless prevented by the Employer due to exigencies of the work from taking them, in which case unused hours are to be carried over into the next calendar year. Personal time must be used in full twelve (12) hour blocks of time (equivalent to a shift) unless otherwise approved by the Employer. The County agrees that if an employee gives at least five (5) days notice of the proposed use of a personal day, that the employee's request will always be honored, provided no more than one (1) correction officer, including sergeants and lieutenants, have previously scheduled the same day off on the same shift. If more than one employee requests the same shift and day off, the requests will be granted on a first come, first served basis, or if two employees make the request simultaneously, the employee with the most seniority will be granted the leave. During the first year of employment, employees shall be entitled to schedule leave time only as earned. New employees shall earn leave time at the rate of 1/12 of the annual allotment for each 30 days of employment with the County. Leave may not be scheduled in excess of the time earned and accumulated. After the first year of employment, each employee shall be given credit for each calendar year for all due personal leave and shall be entitled to use credited leave when requested. Should an employee's service begin after the first, or terminate before the end of the year, earned personal leave shall be calculated based on the number of quarters (or major portion thereof) completed. Unused earned personal leave shall be reimbursed to the employee in the final pay. Used unearned personal leave shall be deducted from the final pay.

ARTICLE 11

OTHER LEAVES

All other proper and authorized leaves as provided by law and/or the rules and regulations of the New Jersey Department of Personnel shall be recognized and constitute a part of this agreement.

Any practice to the contrary notwithstanding, the County shall not be obligated to pay for military leave time (including National Guard) in excess of the time required by law.

ARTICLE 12

VACATIONS

All employees hired prior to 1/1/2001 shall be granted vacation leave based upon the following from date of hire:

<u>Years of Service</u>	<u>Annual Leave</u>
1 st year	8 hours/month to end of calendar year in which hired
1 full year - 7 years	96 hours per year
8 through 10 years	128 hours per year
11 through 15 years	168 hours per year
16 years and over	208 hours per year

A new vacation schedule will be implemented for individuals hired after 1/1/2001:

<u>Years of Service</u>	<u>Annual Leave</u>
1 st year	8 hours per month to end of calendar year in which hired up to a maximum of 80 hours
1 st full calendar year - 5 th full calendar year	80 hours per year
6 th full calendar year - 10 th full calendar year	120 hours per year
11 th full calendar year on	160 hours per year

Effective 1/10/2004, each employee's unused vacation time records shall be converted from "days" to "hours" by multiplying unused days times eight (8). This shall constitute the employee's vacation allotment.

Employees shall be required to schedule not less than two-thirds (2/3) of their annual vacation on or before January 1 of the contract year. Vacation time must be scheduled in full twelve (12) hour periods. Vacation requested prior to January 1 can be scheduled in weekly blocks or single days. All vacation time, except that which is being carried over to the succeeding year, is to be scheduled. One third of the annual allotment (not including previously carried over time) may be carried over into the succeeding year. All vacation time carried over must be used in the succeeding year.

The employer has the discretion to deny vacation requests if more than one (1) line officer (employees covered by this Agreement) request it for the same shift. In that event, vacation will be granted on the basis of seniority.

After February 1, an employee may request permission to schedule single day vacation leave not previously scheduled. The Warden may grant or deny such request in the exercise of his discretion.

During the first year of employment, employees shall be entitled to schedule leave time only as earned. New employees shall earn leave time at the rate of 1/12 of the annual allotment for each 30 days of employment with the County. Leave may not be scheduled in excess of the time earned and accumulated.

ARTICLE 13

SICK LEAVE

Sick leave shall accumulate at the rate of ten (10) hours per month in the first year of service commencing in the first month, or major portion hereof, from date of hire. During the first year of employment, employees shall be entitled to schedule leave time only as earned. New employees shall earn leave time at the rate of 1/12 of the annual allotment for each 30 days of employment with the County. Leave may not be scheduled in excess of the time earned and accumulated. If separation occurs before the end of the year, and more sick leave has been taken than appropriate on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the employee's final paycheck. Sick leave shall accumulate from year to year, with an additional one hundred twenty (120) hours credited to the employee at the beginning of each successive calendar year.

If an employees uses fifty-six (56) or less hours sick leave in a given year, the employee shall receive the payment outlined below based upon sick leave utilization:

Payment schedule:

<u>Employee Use</u>	<u>Payment</u>	
0 time	\$ 225.00	
8 hours or less		210.00
between 8 – 16 hours	195.00	
between 16-24 hours	180.00	
between 24-32 hours	165.00	
between 32-40 hours	150.00	
between 40 –48 hours		135.00
between 48-56 hours	120.00	
56 hours or more	No payment	

Employees will still retain all unused sick hours.

ARTICLE 14

PHYSICAL EXAMINATIONS

The Employer agrees to pay for the physical examination for all new employees. The Employer further agrees to pay for all physical examinations required by the Employer that are job related for employees covered by this Agreement. All examinations required by the Department of Personnel, Public Employee's Retirement System, and Police and Firemen's Retirement System shall be paid for by the Employer. All employees covered under this Agreement shall use their County health insurance benefits coverage where applicable and where the same can be done without any cost to the employee.

ARTICLE 15

LIABILITY INSURANCE COVERAGE

During the term of this Agreement, the Employer agrees to continue to provide liability insurance coverage for the employees consistent with its legal obligations under N.J.S.A. 40A:10-1. The Employer reserves the right to substitute insurance carriers but not coverage during the term of this Agreement.

ARTICLE 16

ADHERENCE TO DEPARTMENT OF PERSONNEL RULES

The Employer and the Association understand and agree that all rules promulgated by the New Jersey Department of Personnel concerning any matter specifically covered in this Agreement shall be binding upon both parties.

ARTICLE 17

RESPECTIVE RIGHTS

All of the rights, powers, and authority possessed by a party hereto prior to signing of this Agreement are retained subject only to such limitations as are specifically provided in this Agreement.

Both parties reserve their respective rights under the New Jersey Employer-Employers Relations Act, the rules and regulations of the Public Employment Relations Commission, and any other applicable law and/or regulation.

The parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission or to seek judicial review of any and all claims or defenses in legal actions surrounding such proceeding as unfair labor practices, scope of negotiations, enforcement or modification of arbitration awards, issues or arbitrative ability, and specific performance of this Agreement or damages arising out of the breach thereof.

ARTICLE 18

COURTS OR GRAND JURY

If an employee is required to appear on County business before a Court or the Grand Jury during a regular scheduled shift, he shall be paid therefor at his normal rate of pay. If an employee is required to appear on County business before a Court or the Grand Jury outside of his regular scheduled shift, he shall be compensated at one and one-half (1 1/2) times his normal rate of pay for each hour he is performing this duty.

ARTICLE 19

JURY DUTY

Should an employee be obligated to serve as a Grand or Petit Juror during his regularly scheduled shift, he shall receive full pay from the County for all time spent on jury duty.

There shall be no deduction or set-off for any remuneration received by the employee from the Court for such service.

ARTICLE 20

HOURS OF WORK AND SCHEDULING

Work and squad assignments shall be at the discretion of the Warden. His decision shall not be grievable.

The Employer shall post an annual schedule for each employee designating squad and shift assignments and days off. Once the schedule is posted, the Employer has the right, due to scheduling needs (including Officers' vacation schedules) or due to unanticipated circumstances, including but not limited to employee performance necessary to maintain operational effectiveness, or to accommodate employee requests for single day vacations, to reassign personnel to other shifts to deal with the circumstances. Employees shall not have their shifts changed in an arbitrary or capricious manner.

The employee agrees to a regular tour of duty of three (3) consecutive days on-duty followed by three (3) consecutive days off-duty.

There shall not be less than twenty-four (24) hours "turnaround" between change of shifts, except for overtime assignments.

No employee shall be required to work more than sixteen (16) hours in any 24 hour period, except in an emergency situation.

The Employer agrees that regular shifts shall be 6:00 am to 6:00 pm (day shift) and 6:00 pm to 6:00 am (night shift) and an "overlap" shift established by the Employer between the hours of 10:00 am and 10:00 pm daily. Initially, the overlap shifts will be 10:00 am to 10:00 pm. However, the Employer may implement additional overlap shifts or change the times of the shift as the Employer deems necessary, in the event that such shifts shall become necessary. Employees are required to be on duty at least ten (10) minutes prior to their scheduled tour of duty. In regard to the overlap shifts, employees may bid such an assignment in accordance with seniority. Upon the failure of any employee to bid the shift, assignments may be made in inverse order of seniority.

Every twenty four (24) days, an employee's squad will have their shift rotated from the day shift to the night shift. At times of rotation, "turn-around" time will be effected.

The Employer may implement additional overlap shifts on a voluntary basis, that is, in the event that such shifts shall become necessary, the Employer may seek to man them on a volunteer basis, without mandatory staffing requirements.

The County may also create positions of Relief Officers (Floaters). Relief officers are assigned to fill scheduled vacancies or absences from work. Officers may bid for this position. If there are no volunteers, officers shall be assigned based upon inverse order of seniority

All of the above provisions cover line officers only and not lieutenants, sergeants, medical, food services or support staff.

The County and the Union agree that, by mutual consent at the time of the request, negotiations can be re-opened during the duration of this contract for the purposes of negotiating a modified shift schedule.

When personnel changes in the work unit provide opportunities for shift or schedule changes, interested employees may apply for those assignments which they desire. Employees may also request reassignment at any time. However, personnel assignments shall be made at the discretion of the Warden, whose decision is neither grievable or arbitrable.

Each employee shall be entitled to one (1) fifteen (15) minute break during the first half of the shift and two (2) fifteen (15) minutes breaks during the second half of the shift, and a thirty (30) minute break for lunch. These breaks are non-accumulative. The actual scheduling of the breaks will be at the shift commander's sole and absolute discretion.

Shift Switch

Employees may switch hours or shifts provided no employee works in excess of sixteen (16) consecutive hours as a result of the aforementioned switch. The exchange of hours or shifts between two (2) employees will be on a voluntary basis, and must not result in any additional cost to the County. Hours or shifts exchanged shall be a matter which is strictly between the two (2) employees, provided however, that a written notice and acknowledgment of the exchange and substitution of employees will be given to the shift commanders involved, no less than twenty-four (24) hours in advance for their approval.

Emergency Shift Switch

In the event of an emergency, an employee may switch hours or shifts with another employee with less than twenty-four (24) hours notice, provided no employee works in excess of sixteen (16) consecutive hours as a result of the aforementioned switch, and provided employees have at least an eight (8) hour break between shifts. The exchange of hours or shifts between two (2) employees will be on a voluntary basis, and must not result in any additional cost to the County. Hours or shifts exchanged shall be a matter which is strictly between the two (2) employees, provided however, that the employee requesting the emergency switch advises the on-duty shift commander of the specific nature of the emergency. Written notice and acknowledgment of the exchange of hours or shifts shall then be given.

Meal Reimbursement

Members of the CERT Team who are called in on an emergency basis for an unscheduled assignment shall receive meal reimbursement in accordance with County Policy 99-2.

ARTICLE 21

DISCRIMINATION AND DISCIPLINE

There shall be no discrimination, interference, or coercion by the Employer, the Association, or coercion by the Employer, the Association, or any of their agents or members against employees represented by the Association because of membership or activity or lack of the same in the Association.

Employees shall only be discharged or disciplined in accordance with Department of Personnel regulations and any right of review shall only be to the Merit System Board, and not under the grievance procedure of the contract.

Disciplinary action not subject to Merit System Board review shall be subject to review under the grievance/arbitration procedure.

ARTICLE 22

ACCESS TO PERSONNEL FOLDERS

An employee shall have the right, upon forty-eight (48) hours' advance notice to the County, which notice shall be given to the department head, to inspect his or her personnel folder and to examine any criticism, commendation, or any evaluation of work performance or any other document which has been placed in the folder and shall have the right to respond within one (1) month, in writing, to any negative statements contained therein, and such response shall be placed in the employee's folder and shall become a part of his or her permanent work record.

Each regular written evaluation of work performance where made, shall be made available to the employee and shall be reviewed in the employee's presence, and evidence of such review shall be the signature of the employee on the evaluation form, which shall not be construed as being in agreement with any items contained therein, and the employee shall make any responsive statements thereto as provided herein, which response shall also become a part of the evaluation.

No document of anonymous origin shall be maintained in the folder, or serve as the sole basis for disciplinary action, if after investigation by the department head, no basis for substantiation of any matter contained therein is found.

ARTICLE 23

RULES AND REGULATIONS

Rules and regulations which are implemented by the Employer shall be posted and a copy given to the Union. Employees, either individually or acting through their Union, may comment thereon. Such opportunity to comment shall not impair the Employer's right to implement such rules and regulations.

ARTICLE 24

GRIEVANCE PROCEDURE

A grievance shall be defined as a complaint of an employee, or the Lodge on his/her behalf, arising from an alleged misinterpretation or inequitable application of terms and conditions of employment as set forth in this Agreement or of an established personnel policy. A grievance shall not include any matter over which the County has no authority to act or for which there is a method of statutory review outside of the grievance procedure or matters of non-negotiable management prerogative. Grievances involving non-negotiable matters of management prerogative are not arbitrable. Grievances involving an alleged misinterpretation or inequitable application of this Agreement may be processed to Step 4, Arbitration. The grievance procedure shall only be used for the settlement of grievances, as defined above, and shall not be used as an instrument for negotiating changes in policy of the Employer during the term of this Agreement.

No step in this procedure shall be by-passed by either the employee or the Union, with the consent of the County.

Step 1: The complaint or grievance of any employee shall first be taken to the employee's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time, three (3) working days if possible. At this level, a complaint or grievance need not be in writing. If the aggrieved employee is not satisfied with the decision of his immediate supervisor, he may discuss his complaint or grievance with the Warden, who shall make an effort to resolve the problem within three (3) working days if possible. The complaint or grievance need not be in writing at this step.

Step 2: If the aggrieved employee is not satisfied with the decision of the Warden and seeks to pursue the matter further, he shall reduce his grievance to writing and file the same with the Warden no later than fifteen (15) days after he knew or should have known of the facts giving rise to the alleged grievance on a standard form which will be available, prepared by the County, and which the County may revise from time to time. The employee shall furnish all information requested to permit the employer to adequately respond and the form shall be signed by the affected employee. In the case of a policy grievance which involves more than one employee, the Union shall complete and sign the form. Either the Union or the employee shall have a continuing duty to furnish additional reasonable information as requested by the employer. In addition, failure to comply with this time requirement shall be determined a waiver of the employee's right to use this formal grievance procedure. Within five (5) working days after filing of the written grievance, the Warden shall review the grievance again based upon the written statement. The Warden shall give a decision in writing with supporting reasons within the time provided.

Step 3: If the problem is not resolved at Step 2, the aggrieved employee may appeal, in writing, within ten (10) working days, to the Board of Chosen Freeholders or their designated representative for a determination of the grievance. Failure to comply with this time requirement shall be a waiver of the employee's right to use this formal grievance procedure. Within thirty (30) working days after

filing of the grievance at this step, the Board of Chosen Freeholders shall make a determination directly or through their designated representative. The receipt of no decision by the Freeholders shall constitute a denial. Grievance involving non-negotiable matters of management prerogative are not arbitrable. Grievances which involve the alleged misinterpretation or inequitable application of this Agreement may be appealed to the next step, if not decided favorably to the employee within the time period provided.

Step 4: If the employee is not satisfied with the disposition of the grievance or if no decision has been rendered within thirty (3) working days after the grievance was filed with the Board of Chosen Freeholders, the Association may, if it chooses, within five (5) working days after a decision has been made by the Board of Chosen Freeholders or their designee, or within thirty (30) working days after the grievance was delivered to the Board of Chosen Freeholders, whichever is later, request in writing to the American Arbitration Association or the Public Employment Relations Commission, the appointment of an arbitrator pursuant to the rules and regulations of said Association or the Commission.

The Arbitrator shall have the authority to conduct a hearing at which the facts and arguments relating to the dispute shall be presented and heard by him. The arbitrator shall have no power to add to, detract from, or alter in any way the provisions of this Agreement, but shall only interpret, apply, or determine whether there has been compliance with the provisions of this Agreement.

The Arbitrator's decision shall be in writing and shall be submitted to the parties and shall be legally binding on them. The costs for such services of the arbitrator, including per diem expenses, if any, and actual and necessary subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be borne by the parties incurring same.

The time limits set forth in this procedure relating to processing a grievance from step to step may be extended by mutual agreement in writing signed by a representative of the Employer and the Association.

All grievance hearings shall be held in Hunterdon County.

All grievance proceedings will be held between the hours of 7:00 am and 5:00 pm. No more than two (2) officers will be permitted off the floor at one time to participate in the grievance proceeding, including the grievant.

ARTICLE 25

EMPLOYEE RIGHTS

The Employer and the Association agree that employees covered under this Agreement have rights as provided pursuant to Chapter 123 of the P.L. of 1974. The parties agree that such rights shall not be violated or abridged and that any claims of such violation or abridgement shall only be adjudicated using the procedures dealing with Unfair Practices provided by the Public Employment Relations Commission in its rules and regulations.

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation except in accordance with Department of Personnel rules and regulations. Any claimed violation thereof shall only be adjudicated using Department of Personnel rules and regulations. Disciplinary action not subject to Department of Personnel review shall be subject to review under the grievance/arbitration procedure.

Whenever any permanent employee covered herein is required to appear before management concerning a disciplinary matter, then he shall be given prior written notice thereof and shall be entitled to have a representative and/or attorney present to advise him and represent him during such meeting.

Employees will be allowed to wear a membership pin signifying membership in the Fraternal Order of Police no larger than one-half inch in diameter in a uniform position as designated by the Warden.

ARTICLE 26

WAGES

A. The salary guide for Correction Officers hired prior to January 1, 2001 is attached as Schedule A.

B. A new salary guide for Correction Officers hired on or after January 1, 2001 is attached as Schedule B.

C. All officers will receive the following longevity pay:

After ten (10) years of service, an additional Two Hundred Dollars (\$200.00) per year

After fifteen (15) years of service, an additional Six Hundred Dollars (\$600.00) per year .

After twenty (20) years of service, an additional One Thousand Dollars (\$1,000.00) per year .

D. The Employer may set the rate of pay for temporary employees based upon the market conditions in an amount not to exceed the base rate for full time employees.

Longevity will be paid in one lump sum check on or about July 1 of each year.

E. All monies paid shall be a part of salary for all purposes, except that longevity payments will not be used in computing the new base rate for succeeding years.

F. If an officer is required to serve as a shift commander because of the unavailability of a sergeant for four (4) or more hours on any shift, the officer will be compensated at a sergeant's rate of pay for those hours actually served in that capacity.

Prior to 1/10/2004, employees generally work 2080 hours per year. Under the new work schedule, employees will work approximately 2184 hours per year. Due to the fact that these employees are in law enforcement, the parties agree and have concluded this Agreement with the understanding these "additional" hours are compensated at "straight-time" rates and that no overtime is due under the Fair Labor Standards Act.

On 1/10/2004 and at the beginning of each subsequent year, these 104 hours will be credited to each employee's leave time bank to the extent necessary so that each employee can utilize personal and vacation time in full twelve (12) hours blocks of days. For example, under the previous contract when shifts were eight (8) hours, employees were entitled to four (4) days of personal leave under Article 10. Under this Interim Agreement, personal leave has been converted to thirty-two (32) hours of leave. This means that employees are entitled to two (2) days and eight (8) hours of personal leave. In order for an employee to receive the equivalent of four (4) full twelve (12) hour days to use for personal leave, sixteen (16) hours will be taken from each employee's one hundred four (104) hours leave bank and transferred to their personal leave account. The same

process will be used to enhance vacation time. For example, under the previous contract when shifts were eight (8) hours, an employee may have been entitled to twelve (12) eight (8) hour vacation days. Under this Interim Agreement, vacation leave has been converted to hours and so the employee in this example would be entitled to ninety-six (96) hours of vacation. This means the employee would be entitled to eight (8) full twelve (12) hour vacation days. In order for an employee to receive twelve (12) full twelve (12) hour vacation days to use for vacation forty-eight (48) hours will be taken from the employee's one hundred four (104) leave bank and transferred to their vacation leave account. An example of how this would work for existing employees is attached as Schedule D.

After the application of this system, some employees will still have a credit balance in their account. These hours will be treated as compensatory time under Article 4, Section 2.E. If the compensatory time cannot be scheduled under the conditions of Article 4, Section 2.E., it will be paid in cash.

ARTICLE 27

PROMOTIONS

Eligibility to take promotional examinations shall be determined in accordance with Department of Personnel rules and regulations and shall apply to all employees covered under this Agreement. The final choice of an applicant to fill a position shall be solely that of the Department Head in accordance with Department of Personnel rules and regulations.

ARTICLE 28

WORKMENS' COMPENSATION LEAVE

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. The employee shall receive full pay from the County during this time, and all monies received by the employee from Workmen's Compensation during the absence from work shall be turned over to the County Treasurer's Office. Paid holidays occurring during a sick leave period shall not be chargeable to sick leave.

ARTICLE 29

MEDICAL BENEFITS

All eligible employees shall be covered by the Medical and Hospital Insurance Plan selected by the Employer at the Employer's expense. The Employer shall also pay the monthly medicare premiums for each employee and the employee's spouse over age sixty-five (65) while still employed.

The Employer also agrees to grant all employees under this Agreement any other medical, dental, vision, or prescription plans granted to any other County employee groups during the term of this Agreement (on the same terms and conditions to such other employee groups).

Effective January 1, 1998, all employees shall make a contribution toward the cost of their health insurance. This contribution shall be ten dollars (\$10.00) per pay period, two hundred forty dollars (\$240.00) per year.

Employees may participate in the IRS Section 125 Plan that the County has established which provides that employees may set aside a portion of their income into a pre-tax account for certain medical and family care expenses.

ARTICLE 30

NO-STRIKE NO-LOCKOUT PROVISION

Neither the Association nor an employee of the Employer shall engage in any strike. The Employer agrees there shall be no "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, as provided by the terms of this Agreement and by law.

ARTICLE 31

PROVISIONS OF LAW

As this Agreement is between a Public Employer and its employees through their representative, the provisions of this Agreement shall be subject to law and shall be consistent therewith.

ARTICLE 32

SENIORITY

- Section 1: Permanent employees shall, on the day worked immediately following the successful completion of the probationary period, be considered to have seniority as of the date of permanent appointment. Such seniority shall accumulate until there is a break in service.
- Section 2: Seniority at the Hunterdon County Jail will apply to full time employees only. Seniority will be based on uninterrupted service from date of permanent appointment.
- Section 3: Seniority as defined above shall be applicable in accordance with the terms of this Agreement.

ARTICLE 33

ASSOCIATION REPRESENTATIVES

The Association shall designate such members of the Association as it deems necessary as Association Representatives. A list of the Association's designated representative shall be provided to the Employer.

Any authorized representative(s) of the Association, so delegated, shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public.

Approval of the Department Head (or his designee) shall be obtained prior to such visit, such approval shall not be unreasonably withheld.

The employer will provide the Association with a bulletin board for its exclusive use in connection with Union activities only.

No more than two (2) officers will be permitted off the floor at one time to attend contract negotiations. The Employer will not pay more than two (2) employees for time spent at negotiations, if negotiations are scheduled during their regular tour of duty.

Whenever any permanent employee covered herein is required to appear before management concerning a disciplinary matter, then he shall be given written notice thereof and shall be entitled to have a representative and/or attorney present to advise him and represent him during such meeting.

Union representative shall be permitted to participate during normal working hours, in negotiations, grievance proceedings, or meetings with the employer to a maximum of two (2) persons including the grievant, with no loss of pay. That is to say, if designated representatives are on duty, a maximum of two (2) such employees including the grievant, shall be permitted to attend negotiations, grievance proceedings, and meeting while on duty.

The Union shall designate one (1) official delegate and one (1) official alternate to attend the monthly meetings of the State Lodge. Once the delegate and alternate are named, they cannot be changed during the calendar year. The County will pay the salary of the delegate (or alternate) if they actually attend the monthly meeting and were scheduled to work on that day.

ARTICLE 34

SAFETY

- A. The Employer, the Association, and the employees shall make reasonable provisions for the safety and health of employees during hours of employment. The Employer will continue to provide appropriate safety devices for employee=s protection and the Employer shall make reasonable efforts to provide a safe and healthful place of employment.
- B. The Employer agrees to provide adequate and regularly maintained sanitary facilities for employee use. Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.
- C. An employee must report incidents of unsafe or unhealthful conditions to his supervisor immediately. Complaints of unsafe or unhealthful conditions shall be promptly investigated.
- D. The Employer and an authorized Association representative shall meet after an unsatisfactory reply or no reply is received to a complaint. A meeting will be scheduled to discuss the complaint and to make recommendations concerning improvement or modification of conditions regarding the complaint.

ARTICLE 35

MILEAGE

Any employee required to attend training outside the Hunterdon County Corrections Center shall be supplied with a County vehicle to travel to and from that training, if a vehicle is available. The employee must report to the County facility to pick up the car. If no vehicle can be provided, the employee shall be compensated at the rate of \$.22 per mile for use of his/her personal vehicle.

ARTICLE 36

EMPLOYMENT AGREEMENT

Each new employee shall, prior to employment, execute an employment agreement substantially in the form set forth in Schedule C. Each new employee shall be obligated to remain employed for at least two (2) years after completing their training. If an employee leaves or is terminated prior to two (2) years, they shall be obligated to reimburse the County for their training costs.

ARTICLE 37

DURATION OF AGREEMENT

It is hereby agreed between the Employer and the Lodge that this contract, except as specifically indicated, shall be retroactive to the extent necessary to January 1, 2001, and shall remain in effect through and including December 31, 2005. The parties agree to commence negotiations on a successor agreement on or before September 1, 2005.

IN WITNESS HEREOF, the parties by their authorized representatives, officers, and/or agents have hereunto set their hands and seals the day and year first written above.

ATTEST:

BOARD OF CHOSEN FREEHOLDERS OF
HUNTERDON COUNTY

DENISE B. DOOLAN, BOARD CLERK

MARCIA A. KARROW, DIRECTOR

ATTEST:

F.O.P. LODGE #29

, SECRETARY

MATTHEW WALKER, PRESIDENT

SCHEDULE A

	<u>Date of Hire</u>	<u>2000 SALARY</u>	<u>1/1/01</u>	<u>7/1/01</u>	<u>1/1/02</u>	<u>7/1/02</u>	<u>1/1/03</u>	<u>7/1/03</u>	<u>1/1/04</u>	<u>7/1/04</u>	<u>1/1/05</u>	<u>7/1/05</u>
NEW HIRES		22,500	25,000	25,000	26,125	27,301	28,529	29,813	36,000	36,930	37,860	38,790
MCDOWALL, THOMAS	8/28/00	22,500	25,000	26,125	27,301	28,530	29,814	36,000	36,930	37,860	38,790	39,720
LUTS, DIANA	8/18/00	22,500	25,000	26,125	27,301	28,530	29,814	36,000	36,930	37,860	38,790	39,720
BROSS, PETER	7/31/00	22,500	25,000	26,125	27,301	28,530	29,814	36,000	36,930	37,860	38,790	39,720
ADAMS, JASON	7/29/00	22,500	25,000	26,125	27,301	28,530	29,814	36,000	36,930	37,860	38,790	39,720
COWART, JANINE	5/22/00	22,500	25,000	26,125	27,301	28,530	29,814	36,000	36,930	37,860	38,790	39,720
MCGANN, JOSHUA	2/28/00	22,500	25,000	26,125	27,301	28,530	29,814	36,000	36,930	37,860	38,790	39,720
WALKER, MATTHEW	2/28/00	22,500	25,000	26,125	27,301	28,530	29,814	36,000	36,930	37,860	38,790	39,720
WOODEN, DANIEL	2/28/00	22,500	25,000	26,125	27,301	28,530	29,814	36,000	36,930	37,860	38,790	39,720
ENT, JOSEPH	8/30/99	23,345	27,301	28,530	29,813	36,000	36,930	37,860	38,790	39,720	40,650	41,580
PIERCE, DANIELLE	8/16/99	23,345	27,301	28,530	29,813	36,000	36,930	37,860	38,790	39,720	40,650	41,580
CRONCE, JASON	8/14/99	23,345	27,301	28,530	29,813	36,000	36,930	37,860	38,790	39,720	40,650	41,580
TETTEMER, GLENN	5/3/99	24,190	28,530	29,814	36,000	36,930	37,860	38,790	39,720	40,650	41,580	42,510
LITTLE, SCOTT	11/30/98	24,190	28,530	29,814	36,000	36,930	37,860	38,790	39,720	40,650	41,580	42,510
YASUNAS, KEITH	4/19/98	25,870	36,000	36,930	37,860	38,790	39,720	40,650	41,580	42,510	43,440	44,370
BISHOP, DAVID	4/19/98	25,870	36,000	36,930	37,860	38,790	39,720	40,650	41,580	42,510	43,440	44,370
BURD, KEVIN	4/19/98	25,870	36,000	36,930	37,860	38,790	39,720	40,650	41,580	42,510	43,440	44,370
MULLIKIN, HOLLY	3/22/98	25,870	36,000	36,930	37,860	38,790	39,720	40,650	41,580	42,510	43,440	44,370
WHITMORE, CHERYL	2/6/95	29,272	39,720	40,650	41,580	42,510	43,440	44,370	45,300	46,230	47,160	48,090
HARMSSEN, JOHN	7/29/95	31,421	41,550	42,270	43,020	43,770	44,520	45,270	46,020	46,770	47,520	48,270
JOHNSON, MARYANN	5/1/93	33,604	43,440	44,370	45,300	46,230	47,160	48,090	49,000	49,000	50,500	50,500
RIVERA, LUIS	7/27/92	35,508	45,300	46,230	47,160	48,090	49,000	49,000	50,500	50,500	52,000	52,000
HOWLETT, BONNIE	11/14/87	39,699	49,000	49,000	50,500	50,500	52,000	52,000	53,500	53,500	55,000	55,000
SMITH, JAMES	10/18/82	48,891	50,691	50,691	52,491	52,491	54,291	54,291	56,091	56,091	57,891	57,891
WINN, ROBERT JR.	3/24/80	50,578	52,378	52,378	54,178	54,178	55,978	55,978	57,778	57,778	59,578	59,578

These salaries are projections. Actual date of salary adjustments will be based on the Jan 1 or July 1 adjustment date based upon date of hire

Top of guide \$49,000

Adjustments thereafter \$1,500 per year in this Agreement

SCHEDULE B

SALARY GUIDE

Starting salary	\$	25,000
July 1 or Jan 1 after completion of six months		26,125
July 1 or Jan 1 six months thereafter		27,301
July 1 or Jan 1 second six months thereafter		28,529
July 1 or Jan 1 third six months thereafter		29,813
July 1 or Jan 1 after completing two years and six months of service		36,000
Jan 1 after completion of ten full years of service		49,000

SCHEDULE C

EMPLOYMENT AGREEMENT

This Employment Agreement is made between the County of Hunterdon (herein called the "Employer")

And

(herein called the "Employee")

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement, the parties agree as follows:

1. The County employs the Employee as a Correction Officer in Hunterdon County effective _____.
2. The Employee is employed in accordance with all Department of Personnel rules and regulations.
3. The Employee has not received Correction Officer training under N.J.S.A. 52:17b-66 et.seq. The County agrees to arrange for Correction Officer training in accordance with the statute unless the training is waived or otherwise not required by the Police Training Commission.
4. The Employee understands that the County will be expending funds for the Employee's salary during the time of Correction Officer training and will expend additional funds in connection with training on the employee's behalf (such as tuition, uniforms, etc.)
5. Reimbursement for any costs (such as tuition, uniforms, etc.) and the continuation of salary is expressly conditioned on:
 - (A) The Employee faithfully attending the course and training, and doing all necessary work in connection with them.
 - (B) The Employee receiving a passing grade in this course.
 - (C) The Employee satisfactorily completing the training.
6. In the event that the employee does not fulfill all the requirements of Paragraph 5, the County may terminate the Employee. In the event of such a termination, the Employee will reimburse the County for all tuition and costs paid and all salary paid during the time of the Employee's attendance at the course and training.

7. The Employee, by accepting the payments referred to in Paragraph 4 of this Agreement and by accepting employment, does hereby agree with the County that he or she will continue as a Correction Officer in the County of Hunterdon for a period of no less than two (2) years from the date of completion of Correction Officer training. If the Employee terminates his or her employment, or is terminated for cause by the County and takes another position in law enforcement, the Employee will be obligated to make full reimbursement to the County of Hunterdon for all sums paid under Paragraph 4. The Employee understands that the County would not offer employment to the Employee unless the Employee agrees to this provision requiring employment for at least two (2) years.

8. This Employment Agreement is binding upon the County and the Employee and may not be assigned.

The parties have read this agreement and sign it and seal it within the meaning of New Jersey Law.

Correction Officer

Date

Correction Officer

Date