

AGREEMENT

between

HUNTERDON COUNTY JAIL EMPLOYEES'
F.O.P. LODGE #29

and

HUNTERDON COUNTY Board
of Chosen Trustees (Employees)

for

1989 to 1991

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
OCT 17 1989
RUTGERS UNIVERSITY

TABLE OF CONTENTS

	Page
ACCESS TO PERSONNEL FOLDERS	28
ADHERENCE TO DEPARTMENT OF PERSONNEL RULES	21
ASSOCIATION REPRESENTATIVES	47
BEREAVEMENT	13
COLLEGE CREDITS	6
COURTS OR GRAND JURY	23
DISCRIMINATION AND DISCIPLINE	27
DURATION OF AGREEMENT	49
EMPLOYEE RIGHTS	33
GRIEVANCE PROCEDURE	30
HOLIDAYS	10
HOLIDAY COMPENSATION	11
HOURS OF WORK AND SCHEDULING	25
JURY DUTY	24
LIABILITY INSURANCE COVERAGE	20
MEDICAL BENEFITS	42
NEGOTIATIONS PROCEDURES	5
NO-STRIKE NO-LOCKOUT PROVISION	44
OTHER LEAVES	15

	Page
OVERTIME RATE	7
PERSONAL LEAVE	14
PHYSICAL EXAMINATIONS	19
PREAMBLE	3
PROMOTIONS	40
PROVISIONS OF LAW	45
RECOGNITION	4
RESPECTIVE RIGHTS	22
RULES AND REGULATIONS	29
SAFETY	48
SALARY	34
SENIORITY	46
SHIFT DIFFERENTIAL	9
SICK LEAVE	18
UNIFORM ALLOWANCE	12
VACATIONS	16
WORKMEN'S COMPENSATION LEAVE	41

PREAMBLE

THIS AGREEMENT made this day of January, 1989, between the County of Hunterdon, by its Board of Chosen Freeholders (hereinafter known as the Employer) and 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 following terms and conditions which shall govern the activities of the parties and all affected employees:

ARTICLE I

RECOGNITION

The F.O.P. Lodge #29 is hereby recognized as the bargaining agent for all full time and permanent part-time Corrections Officers of the Jail and/or Community Corrections Center employed by the County of Hunterdon, except for job titles Warden and Assistant Warden.

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

ARTICLE 2

NEGOTIATIONS 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 corrections. The Warden or Corrections Administrator's determination as to whether the course is in the field of corrections shall be binding. In order to be eligible for tuition reimbursement, the employee must receive prior written permission of the Warden or Corrections 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 to 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) for 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 1 hour - no compensation; more than 1 hour - compensation at time and one-half for all hours worked in excess of a scheduled tour of duty (tour of duty is 8 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 tour of duty or beyond 40 hours in a pay period. 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 - Employees shall not receive overtime for working on a holiday, but shall, in lieu thereof, receive payment as provided by the Holiday Compensation Article.

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.

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 seven and one-half (7-1/2) hours, plus a paid half hour for 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

An additional fifty cents (.50¢) per hour shall be paid to employees working 4:00 P.M. to Midnight. Employees working from Midnight to 8:00 A.M. shall be paid an additional sixty cents (.60¢) per hour.

Effective January 1, 1990, an additional sixty cents (.60¢) per hour shall be paid to employees working 4:00 P.M. to Midnight. Employees working from Midnight to 8:00 A.M. shall be paid an additional seventy cents (.70¢) per hour.

Effective January 1, 1991, an additional seventy cents (.70¢) per hour shall be paid to employees working 4:00 P.M. to Midnight. Employees working from Midnight to 8:00 A.M. shall be paid an additional eighty cents (.80¢) per hour.

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 (2-1/1) times their normal rate of pay.

ARTICLE 7

HOLIDAY COMPENSATION

All employees who 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 hours for 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 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.

ARTICLE 8

UNIFORM ALLOWANCE

All Jail personnel shall be entitled to receive an annual Uniform Maintenance Allowance of Four Hundred Seventy-Five Dollars (\$475.00) per year, payable quarterly in equal installments of One Hundred Eighteen Dollars and Seventy-Five Cents (\$118.75) commencing January 1 of each year. The employee will return a prorated portion of the allowance in the event of termination during the quarter. Effective January 1, 1990, the uniform maintenance allowance will increase to Five Hundred Twenty-Five Dollars (\$525.00) per year, payable quarterly in equal installments of One Hundred Thirty-One Dollars and Twenty-Five Cents (\$131.25), commencing January 1. Effective January 1, 1991, the uniform maintenance allowance will increase to Five Hundred Seventy-Five Dollars (\$575.00) per year, payable quarterly in equal installments of One Hundred Forty-Three Dollars and Seventy-Five Cents (\$143.75).

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 the uniform, he or she must present the worn out or damaged article of clothing and shall receive a replacement therefore.

The original issue of uniform shall consist of the following:

- 8 shirts (long or short sleeve)
- 4 trousers
- 1 outer jacket
- 1 hat

In addition, the employer will designate a police-designed departmental shoe 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.

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 four (4) days leave for personal business, not-accumulative unless prevented by the Employer due to exigencies of the work from taking them, in which case they are to be carried over into the next calendar year. 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 three (3) corrections officers, including sergeants and lieutenants, and no other officer on the employee's shift have previously scheduled the same day off as a personal day. 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. 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 Department of Personnel shall be recognized and constitute a part of this Agreement.

ARTICLE 12

VACATIONS

All employees shall be granted vacation leave based upon the following from date of hire:

<u>Years of Service</u>	<u>Annual Leave</u>
1st year	1 day/month to end of calendar year in which hired
1 through 7 years	12 days per year
8 through 10 years	16 days per year
11 through 15 years	21 days per year
16 through 20 years	26 days per year
21 years and over	26 days per year, plus 1 additional day for each year over 20 years

Employees shall be required to schedule not less than two-thirds (2/3rds) of their annual vacation on or before January 1 of the contract year. 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 leave (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 approved if more than three (3) employees covered by this Agreement request it for the same period of time. In that event vacation will be granted on the basis of seniority.

When vacations are plotted, employees can request that their vacation be scheduled over a specific seven day consecutive period through the use of only five (5) vacation days and two (2) regular days off. They may also request that they be granted a vacation over a specific nine (9) day consecutive period through the use of only five (5) vacation days and four (4) regular days off.

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.

ARTICLE 13

SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1-1/4) days per month in the first year of service commencing in the first month or major portion hereof, 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-rated, shall be credited to the employee. 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 fifteen (15) days credited to the employee at the beginning of each successive calendar year.

ARTICLE 14

PHYSICAL EXAMINATIONS

The Employer agrees to pay for physical examinations for all new employees. The Employer further agrees to pay for all physical examinations required by Employer that are job related for employees covered under this Agreement. All examinations required by the Department of Personnel, Public Employees Retirement System and the Police and Firemen's Retirement System shall be paid for by the Employer. All employees covered under this Agreement shall use their New Jersey Blue Cross-Blue Shield 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 employees consistent with its legal obligations under N.J.S.A. 40A:10-1, copy of which is attached hereto and made a part hereof as Schedule B. 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-Employees 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 proceedings as unfair labor practices, scope of negotiations, enforcement or modification of arbitration awards, issues of 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 his normal working hours, 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 normal working hours, he shall be compensated at one and one-half times (1-1/2) 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, 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

Employees may, by January 1, express preferences as to shift assignments. The actual assignments shall be at the discretion of the Warden. His decision shall not be grievable.

The Employer by March 1, shall post an annual schedule for each Employee designating shift assignments and regular days off. Before posting the schedule, the Employer shall indicate the regular days off available for each shift and shall then give Employees the opportunity to bid for regular days off, by seniority, on a shift-by-shift basis. Once the schedule is posted, the Employer has the right, 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 five (5) days on followed by two (2) consecutive days off, except for superior officers.

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

The Employer agrees that regular shifts shall be 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 a.m.; 12:00 a.m. to 8:00 a.m.; and two "overlap" shifts between the hours of 6:00 a.m. and 2:00 p.m. daily and one on Saturdays between 12:00 p.m. and 8:00 p.m. 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. These overlap shifts shall be assigned not more than two (2) officers per shift.

The two scheduled overlap shifts will not be included in the annual schedule. Those shifts may be implemented or temporarily terminated on an "as needed" basis, at the Employer's discretion, upon one (1) week's prior notice.

The Employer may implement additional overlap shifts on a volunteer 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.

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

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 will be made in the discretion of the Warden, whose decision will be neither grievable or arbitrable.

Each employee shall be entitled to one (1) fifteen (15) minute break during the first half of the shift, and one (1) fifteen (15) minute break 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.

ARTICLE 21

- DISCRIMINATION AND DISCIPLINE

There shall be no discrimination, interference 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 written 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 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 statement 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 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, without 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 effected 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 determined 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. Grievances 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 (30) 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 procedures 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 a.m. and 5:00 p.m. No more than two (2) officers will be permitted off of 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 an uniform position as designated by the Warden.

ARTICLE 26
SALARY GUIDE

1989

26.1 - All line officers employed as of December 31, 1988, will receive a pay increase of One Thousand Two Hundred Eighty-Eight Dollars (\$1,288.00) for the year 1989 (Sixty-two cents (.62¢) per hour).

26.2 - All sergeants employed as of December 31, 1988, will receive a pay increase of One Thousand Three Hundred Ninety-One Dollars (\$1,391.00) for the year 1989 (Sixty-seven cents (.67¢) per hour).

26.3 - All lieutenants employed as of December 31, 1988, will receive a pay increase of One Thousand Five Hundred and Two Dollars (\$1,502.00) for the year 1989 (Seventy-two cents (.72¢) per hour).

1990

26.4 - All line officers employed as of December 31, 1989, will receive a pay increase of One Thousand Three Hundred Fifty-Two Dollars (\$1,352.00) for the year 1990 (Sixty-five cents (.65¢) per hour).

26.5 - All sergeants employed as of December 31, 1989, will receive a pay increase of One Thousand Four Hundred Sixty Dollars (\$1,460.00) for the year 1990 (Seventy cents (.70¢) per hour).

26.6 - All lieutenants employed as of December 31, 1989, will receive a pay increase of One Thousand Five Hundred Seventy-Seven Dollars (\$1,577.00) for the year 1990 (Seventy-six cents (.76¢) per hour).

1991

26.7 - All line officers employed as of December 31, 1990, will receive a pay increase of One Thousand Four Hundred Nineteen Dollars (\$1,419.00) for the year 1991 (Sixty-eight cents (.68¢) per hour).

26.8 - All sergeants employed as of December 31, 1990, will receive a pay increase of One Thousand Five Hundred Thirty-Three Dollars (\$1,533.00) for the year 1991 (Seventy-four cents (.74¢) per hour).

26.9 - All lieutenants employed as of December 31, 1990, will receive a pay

increase of One Thousand Six Hundred Fifty-Five Dollars (\$1,655.00) for the year 1991 (Seventy-nine cents (.79¢) per hour).

26.10 - Additionally, all officers will receive the following longevity pay:

After five (5) years of service an additional Two Hundred Dollars (\$200.00) per year (Ten cents (.10¢) per hour).

After ten (10) years of service an additional Four Hundred Dollars (\$400.00) per year (Nineteen cents (.19¢) per hour).

After fifteen (15) years of service an additional Six Hundred Dollars (\$600.00) per year (Twenty-nine cents (.29¢) per hour).

After twenty (20) years of service an additional Eight Hundred Dollars (\$800.00) per year (Thirty-eight cents (.38¢) per hour).

This amount of money will be paid in the following manner. An employee's base rate will be determined by taking his base salary (not including longevity pay) for the previous year and adding to it the amount of salary increase negotiated as a result of Paragraph 26.1 through 26.9 above. This will be his new base rate for the succeeding year. A longevity payment will be added to that to determine the total salary for the year. Therefore, longevity pay will increase the employee's hourly rate for the purposes of overtime compensation. However, the longevity payment will not become a permanent part of the base rate. That is, it will not be used when determining the new base rate for the succeeding calendar year. The longevity payment will be subtracted out before the salary increase is determined. Examples of how this is computed is contained on the attached salary schedule figures which reflect estimates of the salaries to be earned by presently employed individuals at the Jail.

26.11 - Employees hired since 1985 will, when they have successfully passed their Civil Service examination, completed their correction's officers' training and have been certified, move to a rate of Ten Dollars and Seventy-Five Cents (\$10.75) per hour.

26.12 - 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.

26.13 - Any officer who is promoted or demoted, from or to the status of sergeant or lieutenant, shall receive an increase or decrease in their rate of pay of eight percent (8%) as of the date of their promotion or demotion.

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

26.15 - The starting salary for 1989 will be Nine Dollars and Forty-Five Cents (\$9.45) per hour. The starting salary for 1990 will be Ten Dollars (\$10.00) per hour. The starting salary for 1991 will be Ten Dollars and Fifty Cents (\$10.50) per hour.

26.16 - 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 as outlined above.

1989 SALARY SCHEDULE

<u>Officer</u>	<u>Year of Hire</u>	<u>1988 Salary</u>	<u>1989 Base</u>	<u>1989 Longevity</u>	<u>1989 Salary</u>	<u>1989 Hourly</u>
W. Schottman, Lt.	1972	36,566	38,068	600	38,668	18.59
Macher, Sgt.	1972	33,883	35,274	600	35,874	17.25
R. Schottman, Sgt.	1984	26,125	27,516	200	27,716	13.33
Winn, Jr., Sgt.	1980	30,597	31,988	200	32,188	15.48
Wagner, Sgt.	1980	30,597	31,988	200	32,188	15.48
Smith, Sgt.	1982	29,578	30,969	200	31,169	14.99
Crouse, Sgt.	1975	32,718	34,109	400	34,509	16.59
Niciecki, Sgt.	1979	31,616	33,007	400	33,407	16.06
Tutela	1981	28,309	29,597	200	29,797	14.33
Williamson	1984	24,190	25,478	200	25,678	12.35
Fleming	1984	26,354	27,642	200	27,842	13.39
Rosso	1981	28,309	29,597	200	29,797	14.33
Wolfe	1985	24,190	25,478		25,478	12.25
Yasunas	1969	32,490	33,778	800	34,578	16.62
Plimpton	1986	22,360	23,648		23,648	11.37
Mullikin	1986	22,360	23,648		23,648	11.37
Baker	1982	27,394	28,682	200	28,882	13.89
Ansback	1987	23,360	23,648		23,648	11.37
Schaible	1987	19,469	20,757		20,757	9.98
Nodes	1987	19,469	20,757		20,757	9.98
Benka	1987	19,469	20,757		20,757	9.98
Howlett	1987	19,469	20,757		20,757	9.98
Cregar	1988	18,720	20,008		20,008	9.62
Barber	1988	18,720	20,008		20,008	9.62
Shallop	1988	18,720	20,008		20,008	9.62
Kutzman	1988	18,720	20,008		20,008	9.62
Perrine	1988	18,720	20,008		20,008	9.62
Lyons	1988	18,720	20,008		20,008	9.62
Reinke	1988	18,720	20,008		20,008	9.62

1990 SALARY SCHEDULE

<u>Officer</u>	<u>1990 Base</u>	<u>1990 Longevity</u>	<u>1990 Salary</u>	<u>1990 Hourly</u>
W. Schottman, Lt.	39,645	600	40,245	19.35
Macher, Sgt.	36,734	600	37,334	17.95
R. Schottman, Sgt.	28,976	200	29,176	14.03
Winn, Jr., Sgt.	33,448	400	33,848	16.27
Wagner, Sgt.	33,448	400	33,848	16.27
Smith, Sgt.	32,429	200	32,629	15.69
Crouse, Sgt.	35,569	600	36,169	17.39
Niciecki, Sgt.	34,467	400	34,867	16.76
Tutela	30,949	200	31,149	14.98
Williamson	26,830	200	27,030	13.00
Fleming	28,994	200	29,194	14.04
Rosso	30,949	200	31,149	14.98
Wolfe	26,830	200	27,030	13.00
Yasunas	35,130	800	35,930	17.27
Plimpton	25,000		25,000	12.02
Mullikin	25,000		25,000	12.02
Baker	30,034	200	30,234	14.54
Ansback	25,000		25,000	12.02
Schaible	22,109		22,109	10.63
Nodes	22,109		22,109	10.63
Benka	22,109		22,109	10.63
Howlett	22,109		22,109	10.63
Cregar	21,360		21,360	10.27
Barber	21,360		21,360	10.27
Shallop	21,360		21,360	10.27
Kutzman	21,360		21,360	10.27
Perrine	21,360		21,360	10.27
Lyons	21,360		21,360	10.27
Reinke	21,360		21,360	10.27

1991 SALARY SCHEDULE

<u>Officer</u>	<u>1991 Base</u>	<u>1991 Longevity</u>	<u>1991 Salary</u>	<u>1991 Hourly</u>
W. Schottman, Lt.	41,300	600	41,900	20.14
Macher, Sgt.	38,267	600	38,867	18.69
R. Schottman, Sgt.	30,509	200	30,709	14.76
Winn, Jr., Sgt.	34,981	400	35,381	17.01
Wagner, Sgt.	34,981	400	35,381	17.01
Smith, Sgt.	33,962	200	34,162	16.42
Crouse, Sgt.	37,102	600	37,702	18.13
Niciecki, Sgt.	36,000	400	36,406	17.50
Tutela	32,368	400	32,768	15.75
Williamson	28,249	200	28,449	13.68
Fleming	30,413	200	30,613	14.72
Rosso	32,368	400	32,768	15.75
Wolfe	28,249	200	28,449	13.68
Yasunas	36,549	800	37,349	17.96
Plimpton	26,419	200	26,619	12.80
Mullikin	26,419	200	26,619	12.80
Baker	31,453	200	31,653	15.22
Ansback	26,419		26,419	12.70
Schaible	23,528		23,528	11.31
Nodes	23,528		23,528	11.31
Benka	23,528		23,528	11.31
Howlett	23,528		23,528	11.31
Cregar	22,779		22,779	10.95
Barber	22,779		22,779	10.95
Shallop	22,779		22,779	10.95
Kutzman	22,779		22,779	10.95
Perrine	22,779		22,779	10.95
Lyons	22,779		22,779	10.95
Reinke	22,779		22,779	10.95

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

WORKMEN'S 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 Workmens' 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 Blue Cross, Blue Shield, Rider J and Major Medical, 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.

Each employee eligible to participate in the State Health Benefits Program shall be reimbursed for actual expenses incurred by the employee or their dependents as defined by the State Health Benefits Program, for vision care, prescription drugs, dental care, and discretionary physical or optical examinations (not otherwise covered by insurance because they are discretionary), up to and including a maximum amount of Two Hundred Twenty-Five (\$225.00) per year. The County shall reimburse the employee upon presentation of a receipt showing the following:

1. The name of the employee or dependent as defined by the State Health Benefit Program, for whom the vision care, prescription drug, dental care cost, or discretionary examination was incurred.

2. In the case of a prescription, the prescription number.

3. The amount which the employee spent and the date the cost was incurred.

4. The name of:

(a) The eye doctor who was consulted or the vision care service who filled the optical prescription.

(b) The name of the pharmacy from whom the prescription drug was purchased.

(c) The name of the dentist who was consulted.

(d) The name of the doctor who was consulted.

5. Receipts from the provider must be submitted by November 1 of each year for payment by December 15. Receipts submitted after November 1 shall be processed and paid no later than March 31 of the succeeding year. In the case where an employee has reached reimbursable expenses of Two Hundred Twenty-Five Dollars (\$225.00) before November 1, the employee may submit a bill for payment and shall receive the reimbursement within six weeks. No receipts for a given year shall be

submitted later than January 15 of the subsequent year. Receipts submitted after January 15 shall not be honored.

The Employer also agrees to grant to all employees covered 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).

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 reasonably necessary as Association Representatives. A list of Association designated representatives shall be provided to the Employer.

Any authorized representative(s) of the Association, so designated, 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 pay not more than two 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 representatives 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 of the Union are on duty, a maximum of two (2) such employees including the grievant, shall be permitted to attend negotiations, grievance proceedings and meetings while on duty.

ARTICLE 34

SAFETY

A. The Employer, the Association and the employees shall make reasonable provisions for the safety and health of employees during the hours of employment. The Employer will continue to provide appropriate safety devices for employees 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.

B. 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

DURATION OF AGREEMENT

It is hereby agreed between the Employer and the Lodge that this contract, except as specifically indicated, shall be retroactive to January 1, 1989, and shall remain in effect through and including December 31, 1991. The parties agree to commence negotiations on a successor labor agreement on or before September 1, 1991.

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

ATTEST:

BOARD OF CHOSEN FREEHOLDERS
OF HUNTERDON COUNTY


By: DOROTHY K. BERTANY
COUNTY ADMINISTRATOR/CLERK


By: GEORGE B. MELICK, DIRECTOR

ATTEST:

F.O.P. LODGE #29


By: _____

State of New Jersey
County of Hunterdon

RESOLUTION

BE IT RESOLVED, that the salaries for the County Correction employees, effective January 1, 1989, be hereby set as follows, in accordance with the Agreement between the County of Hunterdon and Hunterdon County Jail Employees' F.D.P. Lodge #29.

EMPLOYEE	HOURLY SALARY
Bruce Beker	✓ \$13.89
Dale Crouse	✓ 16.59
Timothy Fleming	✓ 13.39
Neil Macher	✓ 17.25
John Niciecki <i>Sept</i>	✓ 15.96
Norbert Rosso	✓ 14.33
Robert Schottman	13.33 12.66
William Schottman	✓ 18.59
James Smith	✓ 14.99
Lawrence Tutela	✓ 14.33
George Wagner	14.33 15.48
Alan Williamson	✓ 12.35
Robert Winn Jr.	✓ 15.48
David Wolfe	✓ 12.25
Gladys Yasunas	✓ 16.62
Sandra Ansback	✓ 11.37
Victoria Benak	✓ 9.98
Bonnie Howlett	✓ 9.98
Scott Nodes	✓ 9.98
Mark Schauble	✓ 9.98
James Mullikin	✓ 11.37
Robert Plimpton	✓ 11.37
Jeffrey Cregar	✓ 9.62
David Kutzman	✓ 9.62
Timothy Perrine	✓ 9.62
Mary Lyons	✓ 9.62
Elizabeth Reinke	✓ 9.62

*still get 15.96
w/ new settlement*

14.33

*88' Agh.
15.20 x 2,080 add 1391 per pgt
+ 200 less pgt
- 2080 = 1596*

Offered by George B. Melick

Adopted December 27, 1988

Dorothy K. Bartany
Dorothy K. Bartany CLERK

MEMORANDUM OF UNDERSTANDING

The members of the negotiating team for Hunterdon County Jail Employees, F.O.P. Lodge #29 and the members of the negotiating team for the County of Hunterdon have reached a tentative agreement for a contract for the years 1989, 1990 and 1991. This Memorandum incorporates the terms of the contract. Both negotiating teams agree to recommend this contract for approval.

1. The agreement concerning salaries and wages is as attached on Parts A and B. Part C, "Actual Salary Figures", is an estimate of the projection of the salary to be earned by the various officers who are currently employed.

2. Employees hired since 1985 will, when they have successfully passed their Civil Service examination, completed their Corrections Officer's training and have been certified, move to a rate of Ten Dollars and Seventy-Five Cents (\$10.75) per hour.

3. 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.

4. The starting salary for 1989 will be Nine Dollars and Forty-Five Cents (\$9.45) per hour. The starting salary for 1990 will be Ten Dollars (\$10.00) per hour. The starting salary for 1991 will be Ten Dollars and Fifty Cents (\$10.50) per hour.

5. The clothing allowance will be increased to the following: 1989 - Four Hundred Seventy-Five Dollars (\$475.00) per year; 1990 - Five Hundred Twenty-Five

Dollars (\$525.00) per year; 1991, Five Hundred Seventy-Five Dollars (\$575.00) per year.

6. The shift differential will increase to the following:

<u>Shift</u>	<u>Present</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
4:00 P.M.-Midnight	40¢ per hr.	50¢ per hr.	60¢ per hr.	70¢ per hr.
Midnight-8:00 A.M.	50¢ per hr.	60¢ per hr.	70¢ per hr.	80¢ per hr.

7. 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.

8. Article X provides that if an employee gives at least ten (10) days notice of proposed use of a personal day, "the employee's request will always be honored, provided no more than three people working in the Jail and no other person on the employee's shift have previously scheduled the same day off." The County agrees to reduce the notice time from ten (10) days to five (5) days.

9. The employer will pay to an employee 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 corrections. The Warden or Corrections Administrator's determination as to whether the course is in the field of corrections shall be binding. In order to be eligible for tuition reimbursement, the employee must receive prior written permission of the Warden or Corrections 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 jump sum payment, and will not continue to future years.

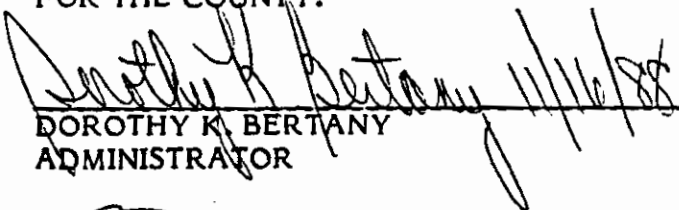
As of December 31, 1988, the practice was to pay employees hired prior to June 1, 1981, the sum of Fifty Dollars (\$50.00) for college credit per year on an annual basis. This practice will terminate as of January 1, 1989. As of that date, no employee will be entitled to payments under the former program.

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

10. Contract provisions will be adjusted to make it clear that there are no FLSA claims or liability for the ten (10) minutes prior to a shift that an employee must report in.

11. In all other respects, the existing contract between the parties shall remain in force and effect.

FOR THE COUNTY:


DOROTHY K. BERTANY
ADMINISTRATOR


GAETANO M. DE SAPIO, ESQ.
ATTORNEY FOR COUNTY OF HUNTERDON

FOR THE UNION:


ALAN WILLIAMSON, PRES.


TIMOTHY FLEMING