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12-00

A G R E E M E N T

Between

COUNTY OF MIDDLESEX County

and Chosen Freeholders

THIS DOES NOT
CIRCULATE

THE SUPERIOR CORRECTION OFFICERS OF THE MIDDLESEX
COUNTY DEPARTMENT OF CORRECTIONS, PBA LOCAL NO. 152A

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A G R E E M E N T

0.00 PREAMBLE

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

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

0.03 NOW, THEREFORE, it is agreed as follows:

1.00

EMPLOYEES' BASIC RIGHTS

1.01

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

1.02

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

2.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATION

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

3.00

DUES - CHECK OFF

3.01

Upon presentation to the Employer of a dues check-off card signed by individual employees, the Employer will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization.

3.02

Thereafter, the Employer will, not later than the fifteenth (15th) day of the succeeding month, forward a check in the amount of all dues withheld during the preceding month for this purpose to the PBA Representative entitled to receive same.

3.03

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

3.04

REPRESENTATION FEE IN LIEU OF DUES

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

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

- (C) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the County a list of those employees who have not become members of the Union for the then current membership year. The County will deduct from the salaries of such employees, in accordance with Paragraph (D), the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.
- (D) The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:
- (1) -10 days after receipt of the aforesaid list by the County;
or
 - (2) -20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position whichever is later.
- (E) If an employee who is required to pay a representation fee terminates his or her employment with the County before the Union has received the full amount of the representation fee to which it is entitled under this Article, the County will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
- (F) Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

(G) The Union will notify the County in writing of any changes in the list provided for in Paragraph (C) and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the County received said notice.

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

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

4.00

EXISTING LAW

4.01

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

5.00

ASSOCIATION RECOGNITION

5.01

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

5.02

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

5.03

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

6.00

ASSOCIATION REPRESENTATIVES

6.01

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

6.02

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

6.03

A Superior Officer Association Representative shall be excused with pay from their normal assignments to process grievances during regular working hours. Proper notice is to be given to the Warden. A Superior Officer Association Representative may also be excused from duty for the purpose of traveling between the two (2) facilities to deal with specific problems. This time off from duty requires specific approval of the Warden or his designee and may not exceed four (4) hours per month.

6.04

B. The President of Superior Officers Association Local No. 152A shall be excused from duty, for attendance of the regular monthly meeting of the Local (Emergency meetings included) for the amount of time reasonably needed to conduct said meeting when these meetings interfere with his work schedule. Reasonable notice is to be given to the Warden or his designee.

6.05

C. In the event the Superior Officer Association Representative President is incapacitated, or is unable to carry out the functions of his office due to illness, vacation, or otherwise, the vice-president of the Superior Officers Association shall have the full authority to represent Superior Officers Association Local No. 152A for any and all business.

7.00 PRESERVATION OF RIGHTS, DUTIES AND OBLIGATIONS

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

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

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

8.00 CORRECTION CENTER INVESTIGATIONS

- 8.01 In an effort to insure that departmental investigations where a member of the force is a target of a criminal or disciplinary offense wherein the investigation is no longer investigatory but accusatory are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
- 8.02 1. The interrogation of that member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, or during usual business hours, unless the exigencies of the investigation dictate otherwise.
- 8.03 2. The interrogations shall take place at a location designated by the Warden. Usually it will be at the Warden's Offices or the location where the incident allegedly occurred.
- 8.04 3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonable apprise the members of the allegations should be provided. If he is a potential target of the investigation, he shall be advised.
- 8.05 4. The questioning shall be reasonable in length. Thirty (30) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

- 8.06 5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- 8.07 6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association Representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which opportunity shall not delay the interrogation beyond one (1) hour for consultation with his Association Representative, nor more than two (2) hours for consultation with his attorney. The employee retains the right to have his/her Association representative present during such investigation or questioning.
- 8.08 7. In cases other than departmental investigation, if a member of the force is under arrest or if he is suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- 8.09 8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

- 8.10 In the event any officer shall face suspension of five (5) days or less as the result of a minor disciplinary action, he shall be entitled upon request to a hearing prior to the suspension as scheduled by the Director or his designee. The officer shall be entitled to legal representation throughout said hearing.
- 8.11 In the event any officers faces a disciplinary action where the contemplated penalty is suspension of more than five (5) days or removal, and where the Director determines that such officers continuing presence at the Institution will not be in the best interest of the Institution, or the County, such officers may be suspended prior to a disciplinary hearing. In this event, a hearing will be scheduled without undue delay and pursuant to Civil Service regulations.

9.00

DATA FOR FUTURE BARGAINING

9.01

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

9.02

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

10.00

SALARIES

10.01

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

10.02

The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed to be retroactive to January 1, 1983, and any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

10.03

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

11.00

WORK DAY, WORK WEEK AND OVERTIME

11.01

The normal work day tour shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of meal time per day, and, in addition thereto, two (2) rest breaks of fifteen (15) minutes each. Any change in the work schedule shall be negotiated prior to implementation.

11.02

The present work schedule shall continue.

Assignments to the schedule shall continue pursuant to past practices.

11.03

The normal work day shall be based upon the utilization of a three (3) squad system which shall function for either eight (8) hours for each squad during a twenty-four (24) hour day.

11.04

Work in excess of the employee's basic work week or tour for a day is overtime.

11.05

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

11.06

Overtime shall be paid by the following rule: It shall be paid either as paid overtime compensation (time and one-half) or compensatory time.

11.07

Compensatory time shall be computed at the rate of time and one-half.

The employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and shall notify his commanding officer in writing of his decision.

It is understood that training time held after the regularly scheduled work day or work week shall be compensated for at the rate of time and one-half compensatory time. However, any time worked beyond the regularly scheduled work day or work week which exceeds the eighty (80) hour compensatory time bank must be paid at the rate of time and one-half of the regular hourly rate.

The following rules shall apply to compensatory time accumulation:

- 11.09 (a) At no time shall the compensatory time bank exceed eighty (80) hours of time.
- 11.10 (b) Time shall be used in eight (8) hour blocks whenever possible.
- 11.11 (c) Compensatory time taken by the employee shall be on request and is subject to the employee's immediate supervisor's approval. Such approval shall not be unreasonably withheld.
- 11.12 (d) Compensatory time shall not be used between the dates of December 23 and January 1.
- 11.13 Employees covered under the terms of the Agreement shall be entitled, upon retirement, lay off, dismissal, or resignation, full compensation at the current hourly rate for unused accumulated compensatory time.
- 11.14 CHANGE OVER - EASTERN STANDARD TIME AND DAYLIGHT SAVINGS TIME
 During the change in time standards, no officer shall suffer loss of pay when time changes from Daylight Savings time to Eastern Standard time. Conversely, no officer shall receive any additional remuneration when changing from Eastern Standard time to Daylight Savings time.

12.00

HOURLY RATE

12.01

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

13.00

COURT TIME

13.01

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

13.02

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

13.03

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

13.04

The amount of overtime to which an employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body,

together with any applicable travel time, provided, however, that the employee's entitlement to overtime under this Article shall not be less than four (4) hours of overtime pay.

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

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

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

- A. Grievance proceedings.
- B. Labor matters (e.g. P.E.R.C. proceedings)
 1. Officer shall not lose any regular pay.
 2. Officer shall not be paid overtime.
 3. Not more than three (3) persons on duty shall be permitted to attend out of County P.E.R.C. proceedings without loss of regular pay.
 4. Prompt notice of any such proceeding shall be provided to the Warden or his designee.

14.00

SERVICE TRAINING AND PAY

14.01

All service educational training shall be held during normal working hours subject to manpower and budget limitations as to whether a person will be assigned.

14.02

In the event that said training must be held after the regularly scheduled work day or work week, each attending employee shall be compensated at the rate of time and one-half compensatory time for all hours worked. (see section 11.08)

14.03

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

14.04

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

14.05

The Employer further agrees to maintain its assistance for employees attending institutions of higher learning in accord with the policies and procedures established for the Middlesex County tuition aid program, subject to negotiations for each succeeding contract. It is understood and agreed that this article, 14.05, is null and void for the 1983 contract year.

14.06

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

14.07

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

15.00

STANDBY TIME

15.01

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

15.02

Compensation for standby time will consist of:

- a. Four (4) hours or less - overtime pay for four (4) hours;
- b. More than four (4) hours to eight (8) hours overtime pay for eight (8) hours;
- c. More than eight (8) hours to twelve (12) hours - overtime pay for twelve (12) hours;
- d. Any amount of time in excess of twelve (12) hours will be paid as indicated in the above formula i.e. four (4) hour increments.

15.03

The Director, Warden, or Deputy Warden may assign the standby officer to other correctional duties during standby time.

16.00

RECALL

16.01

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

16.02

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

17.00

PRIORITY FOR OVERTIME

17.01

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

17.02

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

17.03

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

17.04

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

18.00

SHIFT CHANGES

18.01

One (1) week notice in writing will be supplied before
shift assignments are altered, except in emergency situations.

19.00

LONGEVITY

19.01

In addition to all wages and other benefits, each employee shall be entitled to a longevity payment as set forth in Appendix "B".

19.02

The said payments for longevity shall be paid on a bi-weekly basis to the employees entitled to same.

20.00

UNIFORMS:

20.01

All Superior Officers covered by the terms of this Agreement will receive Five Hundred (\$500.00) Dollars yearly as an annual uniform purchase and maintenance allowance.

20.02

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

20.03

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

20.04

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

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

(b) The County's obligation to replace or reimburse the employee, as stated in Sub-Section (a) above, shall also extend to personal items such as eyeglasses, watches, and other similar belongings.

21.00

SERVICE PINS

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

21.01

COMMENDATION PINS

- (a) Each Officer who by act or deed performs his duties above and beyond what is normally expected, and in some meritorious way, as determined by the Director, shall receive a Certificate of Commendation and a commendation pin as specified by the Director.
- (b) Each Officer who performs any additional deed or act of meritorious service, as determined by the Director, shall receive a star to be added to the original commendation pin for each such meritorious act.
- (c) Commendation pins will be worn above the right breast pocket of the outermost uniform garment.

22.00 VACATIONS

22.01 A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month to month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be credited to the employee for the balance of the calendar year ending December 31st.

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

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

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

22.04

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

22.05

Vacation time accumulation will be based on the Civil Service Ruling now in effect.

23.00

HOLIDAYS

23.01

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

Freeholders:

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

23.02

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

23.03

When a Superior Officer is scheduled to work a holiday he shall be paid for the holiday at his regular hourly rate, plus eight (8) hours at the overtime rate and he will not be entitled to a compensatory day. When a holiday falls on a Superior Officer's regular day off, he will receive a regular day's pay at his regular hourly rate in addition to his weekly wages and not be entitled to a compensatory day.

24.00

SICK LEAVE

24.01

Sick leave shall accumulate at the rate of one and one-quarter (1¼) days per month in the first year of service, commencing in the first month or major portion thereof, from the date of hire. It is assumed that the employee will remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro rata, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than appropriated on a pro rata basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. All other proper and authorized leaves as provided in the rules of the Department of Civil Service, shall be recognized and constitute a part of this Agreement.

24.02

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

24.03

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

24.04

A new employee shall earn sick leave at a rate of one and one-quarter (1¼) days per month on a month to month basis until completion of one (1) full year of employment. Upon completion of said year a pro rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st. If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

25.00

ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

25.01

Employees covered under the terms of this Agreement shall be entitled, upon retirement, to receive a lump sum payment, as supplemental compensation one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed Twelve Thousand Dollars \$12,000.00) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with Resolution #2002-B adopted by the Board of Chosen Freeholders on May 19, 1977.

25.02

YEARLY SICK TIME BUY OUT

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

Payment may be made in the amount of one days pay for every three days credited and not used to a maximum of 5 days.

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

Employees having used six days of sick leave or less out of 15 sick days credited per current year, qualify for participation.

Employees having used seven days of sick leave or more out of 15 sick days credited per current year are not eligible for participation.

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

Part-time workers, working twenty or more hours per week, will be credited with sick days and their eligibility for buy-out on a pro-rata basis.

Eligible employees applying for sick time buy-out will do so on December 15th of each current year by signing an authorization card provided by the County. Payment will be made in the last payroll period of the year.

26.00

WORK INCURRED INJURY

26.01

Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work for a period not to exceed one year. During this period of time all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

26.02

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer, may reasonable require the said Employee to present such certificates from time to time.

26.03

In the event the Employee contends that he is entitled to a period of disability, beyond the period established by the treating physician or a physician employed by the Employer or by its insurance carrier or as to causal relationship, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation or, by the final decision of the last reviewing court shall be binding upon the parties.

26.04

For the purpose of this Article, injury or illness incurred while the Employee is acting in an Employer authorized activity, shall be considered in the line of duty.

26.05

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury or duty, the parties agree to bound by the decision of an appropriate Workers' Compensation Judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

27.00

BEREAVEMENT LEAVE

27.01

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

27.02

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

28.00 PERSONAL DAYS

28.01 In addition, all employees shall have four (4) personal holidays to be used for any purpose whatsoever. Personal holidays may be taken on separate days or consecutively; however, the employee should, whenever possible, give the Employer one (1) day notice for each personal holiday, to be taken. New employees shall accrue one (1) personal holiday at the end of each third month of employment and severance pay shall be calculated considering personal holidays on the basis of one (1) accrued personal holiday per third month of employment completed in the year said employment is terminated. Personal holidays may not be accumulated annually.

29.00

LEAVE OF ABSENCE

29.01

All permanent full-time employees covered by the terms of this agreement may be granted a leave of absence without pay in accord with N.J.A.C. 4:1-17.2.

4:1-17.2 Leave of absence without pay

"(a) In local government services the appointing authorities may grant the privilege of a leave of absence without pay to a permanent employee for a period not to exceed six months at any one time:

1. Such leaves of absence may be renewed for an additional period not to exceed six months only by formal action of the department head or appointing authority with the approval of the governing body. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission regulations;
2. Notice of all leaves of absence without pay and renewals of such leave shall be forwarded to the Civil Service Department.

(b) In State service, for any reason as established by Civil Service regulation the appointing authority, upon request and approval of the Department of Civil Service, may grant a leave of absence without pay for a maximum period of one year:

1. Where it is in the public interest, further leave in exceptional situations may be approved by the Department of Civil Service on request of the appointing authority;
2. A leave of absence without pay for a temporary or provisional employee or an employee who has not completed his working test period shall be restricted to exceptional situations and shall not exceed (60) days nor be continued beyond the termination of the temporary appointment or position itself. In no case shall an employee receive entitlements while on leave which he could not receive while in active employment. Any leave without pay for a temporary full-time or provisional employee may be terminated by the appointing authority at any time."

30.00

MILITARY LEAVE

30.01

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

38:23-1.1 LEAVE OF ABSENCE FOR FIELD TRAINING IN

NATIONAL GUARD OR RESERVE COMPONENTS

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

(a) Without loss of pay or time if he has served under such ad interim or temporary appointment for one year or longer.

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

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

31.00

MEDICAL BENEFITS

31.01

All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J or equivalent, at the Employer's expense. Major Medical for the eligible employee and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured upon a prior notice to the employee organization so long as equivalent coverage is provided.

31.02

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

31.03

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

31.04

DRUG PRESCRIPTION PLAN

All eligible employees and eligible employees' family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay per prescription by the Employee.

31.05

VISION CARE

All full-time employees of this bargaining unit, who have been employed for more than sixty (60) continuous days, shall be covered by the Vision Care Program. Eligible employees are entitled to one (1) reimbursement each during a two (2) year period. The reimbursement is limited to the following allowances:

Eye Examination - \$20.00

Lenses and Frames combined -or- Contact Lenses - \$30.00

This program is as set forth by resolution authorizing these payments adopted by the Board of Chosen Freeholders on March 20, 1980 and as amended.

It is understood and agreed that the Vision Care Program will apply to the employee only.

32.00 PAYMENT OF BLUE CROSS-BLUE SHIELD PREMIUMS FOR RETIREES

32.01 Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally administered retirement system, the payment of Blue Cross-Blue Shield, Major Medical and Rider J premiums. This policy is as set forth in resolution #1596 authorizing these payments adopted by the Employer on December 21, 1978.

33.00

INSURANCE

33.01

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

33.02

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

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

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

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

33.03

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

34.00

BLANK

35.00

CEREMONIAL ACTIVITIES

35.01

In the event a law enforcement officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) off duty uniformed officers of the Department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

35.02

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

35.03

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

36.00

PERSONNEL FILES

36.01

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

36.02

Any member of the Department may by appointment review his personnel file but this appointment for review must be made through the Warden or his designated representative.

36.03

Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and shall be permitted to place said rebuttal in his file.

36.04

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

36.05

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

36.06

Any Superior Officer shall have the right to inspect his complete personnel file upon reasonable notice and at

reasonable times upon written request. A designated Superior Officer and the Representative of the Association may be present when requested by the Officer concerned.

36.07

No documents shall be entered in a Correction personnel file that fall within the following categories:

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

All minor disciplinary actions which result in a suspension or fine of five (5) days or less, shall be removed from the officer's personnel file twenty-four (24) months from the date of entry provided no other similar suspensions or fines follow within the said twenty-four (24) month period.

It will be the responsibility of the officer to notify the Warden when he becomes eligible to have said documents removed from his file.

- b. Departmental investigations and/or hearings that do not result in a finding of guilty;
- c. Departmental hearings that result in a finding of guilty but are overturned by Civil Service appeal or judicial review;
- d. Any other adverse action against a Correction Officer that is overturned by Civil Service appeal, P.E.R.C. ruling, or judicial review;
- e. Any adverse action against a Correction Officer which is processed through the grievance procedure where such grievance is upheld;
- f. The Warden retains his right to maintain all documents that fall within the above categories in cases pending final disposition and/or appeal.

36.08

Nothing shall be entered in any Superior Officer's personnel files, for any reason whatsoever, unless the officer receives a copy of that document.

37.00

GRIEVANCE PROCEDURE

37.01

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

37.02

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

37.03

All grievances shall be processed as follows:

A. Grievances shall be discussed with the Warden, or his designee, grievant and a Superior Officer Association Representative of equal rank within ten (10) working days (Monday - Friday) of its occurrence or ten (10) working days after the employee or association becomes aware of the event. The answer shall be made within three (3) working days by the Warden or his designee to the grievant.

B. If the grievances are not settled through Step A, the same shall be reduced to writing by the grievant and submitted to the Director of Adult Corrections within seven (7) working days after the Warden's response, and the answer to such grievance shall be made in writing with a copy to the Superior Officers Association Representative within seven (7) working days of their submission.

C. If the grievance still remains unanswered or unanswered by the Director it shall be presented to the Personnel Director in writing within ten (10) working days after the response of the Director of Adult Corrections or when said response should have been received. The Personnel Director or his designee shall respond in writing within twelve (12) working days of submission. The grievance procedure, as contained in this agreement,

shall be strictly adhered to. It is understood that employees and the Association Representative must sign their individual or class grievances. Grievances without an employee signature shall not be accepted or processed.

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

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

37.05 : E. ARBITRATION

1. If no satisfactory resolution of the grievance is reached at Step Four, then within twenty (20) calendar days the grievance shall be referred to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The decision of the Arbitrator shall be final and binding upon the parties.

2. The Arbitrator shall have no authority to add or subtract from the Agreement.

3. It is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

4. An employee covered by the terms of this Agreement has the right to process his own grievance without Association representation through all steps of the grievance procedure that incur no expense to P.B.A. Local - 152. The Association reserves the right to be present and give its position at all such proceedings in order to preserve the integrity of the contract an insure that no resulting remedy is in violation of this agreement. It is understood that only the P.B.A. may process a grievance to arbitration.

5. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Failure of the Employer to respond at any level of the grievance procedure within the provided time limits shall be considered a denial of the grievance. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

37.06 F. The expense of an arbitration shall be borne equally by the parties. Legal fees and other costs shall be borne by each party who incurs said legal fees and other costs.

37.07 G. Any issue concerning retroactivity considered by the parties, is a factor to be considered and resolved by the Arbitrator in deeming a remedy.

37.08 H.. The President or State Delegate of the Association may process grievances during working hours upon prior request to his immediate supervisor as long as the processing does not interfere with the smooth functioning of the department.

38.00

PENSION

38.01

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

38.02

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

38.03

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

39.00

SAVINGS CLAUSE

39.01

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

39.02

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

39.03

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

39.04

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

39.05

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

40.00 NO-STRIKE OR LOCK-OUT

40.01 Neither the Union nor the employees or Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock-out. In the event that any person violated the terms of the no-strike clause, the public Employer shall have the right to discharge or otherwise discipline such person subject to the employee's right of arbitration. In the event that arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

41.00

OFF DUTY POLICE ACTION

41.01

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

41.02

2A:154-3. Court attendants, Sheriff's Officers and County Corrections Officers as Peace Officers.

All court attendants, sheriff's officers and county correction officers in the competitive class of civil service who have been or who may hereafter be appointed by the sheriff or board of chosen freeholders of any county in this State, shall, by virtue of such appointment and in addition to any other power or authority, be empowered to act as officers for the detection, apprehension, arrest and conviction of offenders against the law.

Amended by L1968, c. 326, 1, eff. Nov. 4, 1968;
L.1968, c. 398, 1, eff. Jan. 10, 1969

41.03

In accordance with other state statutes.

42.00

MILEAGE ALLOWANCE

42.01

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

43.00 MATERNITY LEAVES

- 43.01 Employees may be granted earned and accumulated sick leave and vacation during the time prior to the expected date of delivery and for one (1) month after the actual date of delivery, on presentation of a doctor's certificate and with approval of the Department Head and the Freeholder in charge.
- 43.02 Permanent employees who are without accrued vacation or sick leave may be granted a leave without pay not to exceed six (6) months, subject to the same preconditions as listed above.

44.00 SAFETY AND HEALTH

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

45.00 YEARLY CALENDAR

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

46.00

REPLACEMENTS

46.01

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

47.00 NO WAIVER

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

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

48.00 DEPARTMENT VEHICLES

48.01 The Employer agrees to provide suitable equipped vehicles for the Department of Correctional Facilities. These vehicles will be under and in concert with U.S. Automobile Manufacturer's standards to insure safety and health of the operative while in performance of their duties.

49.00 CHANGES AND MODIFICATIONS

- 49.01 Any changes or modifications in terms and conditions of employment shall be made only after negotiation with the Association.
- 49.02 Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the Association before they are established.
- 49.03 Changes mandated by State or Federal Law shall control the parties where appropriate.

50.00

ECONOMY LAYOFFS

50.01

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

51.00 RECLASSIFICATION SURVEY

51.01

If the Employer should request a complete title survey and reclassification survey of the Correction Officers' positions by the Department of Civil Service, the Association will be permitted to take an active part in the survey consistent with Civil Service Rules (Department of Corrections). To the extent of its vested interest in the employees whom it represents in accordance with all Civil Service Rules and Regulations and applicable laws, the Employer will notify the Association that a survey is taking place and ask for recommendations and reasonably cooperate with the Association regarding said survey.

52.00

DURATION OF CONTRACT

52.01


It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1983 until December 31, 1983 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1983. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

ATTEST:


COUNTY OF MIDDLESEX


By Its Board of Chosen Freeholders


MARIE J. MAC WILLIAM, Clerk


STEPHEN J. CCAPESTRO, Director

THE SUPERIOR CORRECTION OFFICERS
OF THE MIDDLESEX COUNTY DEPARTMENT
OF CORRECTIONS, PBA LOCAL NO.152A


Superior Officers Association
Representative


Superior Officers Association
Representative

APPENDIX "A"

SALARIES

All employees in this bargaining unit being carried on the County payroll, or on approved leaves of absence, will receive their wage increase in accord with the County Wage Submittal dated February 23, 1983, for the 1983 contract year.

Effective January 1, 1983, employees covered under the terms of this Agreement shall be paid the following salaries:

SERGEANT	\$25,638
LIEUTENANT	\$28,527
CAPTAIN	\$31,416

Employees employed prior to the execution of the contract, and currently not on the payroll at the execution date of this Agreement, will not be included in the wage increase, with the exception of retirees, and deceased employees in which case payment will be made to his/her estate, subject to Civil Service Rules and the Rules and Regulations of the Public Employment Relations Commission.

APPENDIX "B"

LONGEVITY

All eligible employees shall be entitled to receive longevity which will be based upon their salary as of December 31 st of the previous year, (maximum base salary \$22,000). The rate of longevity shall be as follows:

9 through 15 years	-	2%
16 through 20 years	-	4%
21 years and over	-	6%

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