

AGREEMENT

BETWEEN

COUNTY OF MIDDLESEX

AND

MIDDLESEX COUNTY CORRECTION OFFICERS

PBA LOCAL NO. 152

JANUARY 1, 2005 – DECEMBER 31, 2008

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AGREEMENT

0.00 PREAMBLE

0.01 THIS AGREEMENT, made this day of , 2006, 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 CORRECTION OFFICERS, PBA LOCAL NO. 152, hereinafter referred to as the “PBA” or “Union”.

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:

1.0 EMPLOYEES' BASIS RIGHTS

1.01

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

1.03 The duly elected "President" of the Association and the State delegate shall have their choice of shift one or two. The President may not be transferred from that shift, except that should some emergency exist, the Warden may make a temporary transfer, which will be in effect only as long as the emergency exists. Emergency means any situation which jeopardizes the public health safety and welfare as defined by State Law or County Ordinance and requires alteration of scheduled work hours, shifts and/or personnel assignments or any unforeseen circumstances.

Further, a shift transfer may be made either temporary or permanent, if the transfer is made as the result of a Department Disciplinary Action being taken against the affected employee. Said action will be made with just cause, and shall be subject to review through the arbitration procedure of this Agreement.

Finally, the President and the State Delegate shall have the same days off as the Department Administrators (weekends) so as to more efficiently conduct union business.

2.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATION

2.01 The Employer agrees that it will not enter into any contract or Memorandum of Agreement with anyone but the recognized Association (PBA Local No. 152) 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 PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the PBA for the membership year. The purpose of this fee will be to offset the employee's per capital cost of services rendered by the PBA as majority representative.

(B) Prior to the beginning of each membership year, the PBA will notify the County in writing of the amount of the regular membership dues charged by the PBA 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 PBA will submit to the County a list of those employees who have not become members of the PBA 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 PBA.

(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 PBA 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 PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

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

(H) The PBA 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 full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:A-5.4, as amended.

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

3.05 The President of the PBA or his/her designee shall have access to the daily one-page roster sheets and/or duty rotation board in the Warden’s Office in order to be kept aware of new hires and terminations.

4.00 EXISTING LAW

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

5.00 ASSOCIATION RECOGNITION

5.01 The Employer recognizes PBA Local 152 as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all employees employed by the Employer's Department of Adult Corrections except those employees specifically excluded herein.

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

5.03 The term "Correction Officers" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

6.00 ASSOCIATION REPRESENTATIVES

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

6.02 A. The elected representatives of PBA Local No. 152 consisting of one (1) State Delegate and two (2) Convention Delegates will be granted a leave of absence with pay for a period not to exceed five (5) days to attend the annual PBA Convention. An additional day's leave of absence with pay shall be provided for travel time to return from the convention. Further, the County agrees that a leave of five (5) days each for the President and two (2) delegates shall be granted for the New Jersey Mini-convention.

6.03 B. A Certificate of Attendance to the convention shall, upon request, be submitted by the representatives, so attending, to the Warden.

6.04 C. During contract negotiations, the authorized representatives of PBA Local No. 152, consisting of not more than three (3) representatives shall be excused from normal duties for the amount of time reasonably required for the schedule negotiation and shall receive their regular compensation for time spent when such negotiations interfere with their work schedule. Further, it is agreed to release one (1) PBA representative from one (1) tour of duty, with pay, when that representative is regularly assigned to the night (3rd) shift and is scheduled to a regular tour of duty on the night immediately preceding a scheduled negotiation session with County officials. If the shift being given off is a holiday, the representatives will not receive any additional pay other than the one (1) night off with pay.

6.05 D. The duly elected PBA President and/or his designee shall be excused with pay from their normal assignments to process grievances during regular working hours. Proper notice is to be given to his immediate supervisor, but the duly elected President or his designee shall not be required to give more than two hours notice but shall make every attempt to. Under no circumstances will the PBA President leave his assigned post without being properly relieved.

6.06 E. The State Delegate or his designee is entitled to be excused from his regular working shift, or part thereof, with pay to attend one (1) State Delegate Meeting for a total of two (2) days per month. In addition, the State Delegate and duly elected PBA President, if summoned, will be entitled to attend any emergency meeting called by the State PBA President with pay, provided said meeting interferes with his regular working shift. If any of the aforementioned meetings should occur on the regular day off, they will not receive any compensation for the day.

6.07 F. The President of PBA Local No. 152 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 meetings when these meetings interfere with his work schedule. Reasonable notice is to be given to the Warden or his designee.

6.08 G. The PBA President shall be excused from duty to attend PBA Executive Board meetings for the amount of time reasonably needed to conduct said meeting and when the meeting would interfere with his work schedule. Reasonable notice is to be given to the Warden of his designee.

6.09 H. Each January 1, the PBA shall accrue a time bank of 80 hours for use each year. The purpose of the time bank is to allow PBA officers paid time off to attend professional conferences and seminars related to corrections and/or labor relations or to conduct other PBA 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 the Agreement pursuant to any State or Federal Law shall not be abolished or impaired by this Agreement. All of the statutory rights afforded to employees pursuant to State or Federal Law shall not be impaired or abolished by this Agreement.

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

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

8:00 CORRECTION CENTER INVESTIGATIONS

8.01 All internal investigations will be in accordance with the Attorney General's guidelines.

8.02 Whenever a Correction Officer is a defendant in any action or legal proceeding arising out of or incidental to the performance of duties, the Employer shall provide said Correction with the necessary means for the defense of such action or proceedings but not the Correction Officer's defense in a disciplinary proceeding instituted against said Correction Officer by the Employer or in a criminal proceeding instituted as a result of a complaint filed on behalf of the Employer. If any disciplinary or criminal proceeding shall be dismissed or finally determined in favor of the Correction Officer, then said Correction Officer shall be reimbursed for the expense of defense. The parties agree that the obligation of the Employer under the provisions of this Section of the Contract shall be in accordance with the existing policy of Middlesex County, which limits legal fee reimbursement to a maximum hourly rate of \$100.00 and to a maximum payment of \$2500.00. Minor disciplinary action shall be excluded from attorney fee reimbursement.

9.00 DATA FOR FUTURE BARGAINING

9.01 The Employer agrees to make available to the PBA all relevant data, which is reasonably available to it, which the PBA 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 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" which shall also include a new salary guide for employees hired on or after January 1, 2006 as set forth on Appendix A-1. The pay scales as negotiated and as understood by both parties are to be the pay scales that were intended and designated for paying the Correction Officers as they progress through the salary tables to reach their maximums. It is further agreed to and understood that the affected employees hired prior to January 1, 2006 must serve a period of five (5) years of continuous service, whereas those hired on or after January 1, 2006 must serve seven (7) completed years of continuous service from date of hire in order to reach their maximum salaries. It is further agreed to and understood that effective January 1, 1990, all newly hired Correction Officers will be subject to and serve a twenty (20) week training period at the police training academy, and will be paid a training base salary for a period of twenty (20) weeks as indicated per the salary schedule, and that all Corrections Officers hired on or after January 1, 2006 will be paid at the Trainee base salary rate for a period of six (6) months during which time they are expected to complete police training academy successfully.

10.02 Step Movement

a) For employees hired prior to January 1, 2006 the existing step movement program shall be maintained which is set forth as follows:

1. Effective January 1, 2005 all eligible employees on step shall receive a step increment plus the Negotiated wage adjustment increase of 3.0% retroactive to January 1, 2005 over their previous December 31, 2004 base salaries.

2. Effective January 1, 2006 all eligible employees on step shall receive a step increment plus the Negotiated wage increase of 3.5% retroactive to January 1, 2006 over their previous December 31, 2005 base salaries.

3. Effective January 1, 2007 all eligible employees on step shall receive a step increment plus the Negotiated wage increase of 4% over their previous December 31, 2006 base salaries.

4. Effective January 1, 2008 all eligible employees on step shall receive a step increment plus the Negotiated wage increase of 4% over their previous December 31, 2007 base salaries.

b) For employees hired on or after January 1, 2006 the step movement program shall be modified as follows:

1. Effective January 1, 2006 the salary guide for new hires as set forth in Appendix A-1 shall be implemented and new hires shall be placed on the training step for the first six (6) months of their employment and shall then move to Step 1 for the next six (6) months of their employment. At the first anniversary date of their date of hire these employees shall

move to Step 2 on the new hire salary guide and each year thereafter they shall move to the next step on the new hire salary guide on the anniversary date of their date of hire.

2. Effective January 1, 2007 the new hire salary guide shall be increased by the Negotiated wage increase of 4% over the 2006 new hire salary guide values. Step movement for employees hired on or after January 1, 2006 shall continue to be on anniversary date of date of hire as set forth above.

3. Effective January 1, 2008 the new hire salary guide shall be increased by the Negotiated wage increase of 4% over the 2007 new hire salary guide values. Step movement for employees hired on or after January 1, 2006 shall continue to be on the anniversary date of date of hire as set forth above.

10.03 a. Effective January 1, 2005 all eligible employees at maximum shall receive the negotiated wage increase of 3.0% retroactive to January 1, 2005 over their previous December 31, 2004 base salaries.

b. Effective January 1, 2006 all eligible employees at maximum shall receive the negotiated wage increase of 3.5% retroactive to January 1, 2006 over their previous December 31, 2005 base salaries.

c. Effective January 1, 2007 all eligible employees at maximum shall receive the negotiated wage increase of 4.0% over their previous December 31, 2006 base salaries.

d. Effective January 1, 2008 all eligible employees at maximum shall receive the negotiated wage increase of 4.0% over their previous December 31, 2007 base salaries.

10.04 Senior Officer Pay.

a) For the year 2005, Employees who have more than 20 years of service with the County of Middlesex shall receive the negotiated wage increase noted above plus 4% over their base salary. Employees hired after September 6, 2001 are required to have 20 plus years with the Middlesex County Adult Correction Center to receive Senior Officer Pay of 4%. The senior step is base pay and employees paid at said rate may be required to provide additional services for such additional pay.

b) Effective January 1, 2006 the Senior Officer Pay shall be revised to provide that officers hired prior to September 6, 2001 who have completed fifteen (15) years of service with the County of Middlesex shall be entitled to 2% over their base salary (defined as rate at Step 6 for officers hired prior to January 1, 2006 and rate at Step 7 for officers hired on or after January 1, 2006) and those officers who have completed twenty (20) years of service with the County of Middlesex shall receive an additional 2% above their base rate after completion of fifteen (15) years of service. Employees hired after September 6, 2001 are required to have 15 completed years of service or 20 completed years of service with the Middlesex County Adult Correction

Center to receive the Senior Officer Pay as set forth herein. The senior steps are base pay and employees paid at said rate may be required to provide additional services for such additional pay.

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

11.00 WORK DAY, WORK WEEK AND OVERTIME

11.01 The normal workday tour shall be in accordance with the scheduled tours of duty, which shall include thirty (30) minutes of mealtime per day, and in accordance thereto, two (2) rest breaks of fifteen (15) minutes each. It is understood that there shall be a minimum of eight (8) hours off duty for each employee prior to the commencement of their next scheduled work shift. Any employee not so provided shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked on that short shift. This shall not apply to short swings caused by the employee working overtime on their prior shift.

11.02 The normal workday shall be based upon the utilization of the schedule postings and the assignments therein.

11.03 Work in excess of the employee's basis workweek or normal hour of duty shall be paid at the rate of time and one-half (1-1/2) for those overtime hours worked except for the following:

In a single twenty-four hour period, the first eight (8) hours shall be paid at straight time. The second eight (8) hours shall then be computed at one and one-half (1-1/2) times the regular rate of pay. Finally, the third eight (8) hours worked shall be computed as follows:

The first four (4) hours worked shall be paid at one and one-half (1-1/2) times the regular rate of pay.

The second four (4) hours worked shall then be paid at two (2) times the regular rate of pay.

However, after completion of any twenty-four (24) hour period, all employees will be reverted to their normal straight time pay rates until such time that the employee's eight (8) hour shift is exceeded. At that time, overtime rates will apply for each hour worked in excess of the employees' normal scheduled shift.

Overtime shall be paid in the first pay period following the earning of the overtime.

Finally, any non-voluntary overtime assigned when employee has less than one (1) hour remaining in his or her regularly scheduled shift shall be paid at the rate of two (2) times the employees' regular hourly rate, except in cases where the less than one (1) hour notice is the result of the unscheduled absence of a Correction Officer after having given less than two (2) hours notice, including requests for emergency personal days with less than two (2) hours notice.

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

11.05 It is understood that training time held after the regularly scheduled workday or workweek shall be compensated for at the rate of time and one-half (1-1/2) compensatory time. However, any time worked beyond the regularly scheduled workday or week that exceeds the forty (40) hour compensatory time bank must be paid at the rate of time and one half (1-1/2) the regular hourly rate. The following rules shall apply to compensatory time accumulation.

11.06 The compensatory time bank shall be capped at forty (40) hours, i.e., an employee cannot earn any compensatory days if he or she has already earned and has forty (40) unused hours in the compensatory time bank. If an employee uses any compensatory time so as to decrease his or her bank below forty (40) hours then the employee can earn additional compensatory hours to bring the bank up to the maximum of forty (40) hours, provided the total of seven (7) compensatory days per year as set forth above is not exceeded. Effective January 1, 2006 no more than fifty six (56) hours of compensatory time can be earned in one calendar year, and such Compensatory time must be used by December 31 of the calendar year or said time will be paid out in the last pay period of that year.

11.07 Compensatory time can only be taken in blocks of eight (8) hours.

11.08 An employee cannot use accumulated compensatory time during the period June 1st to September 1st (vacation period) except if it is blocked in as part of vacation. 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. Compensatory time may be used between the dates of December 23 and January 1, as far as practicable. The Warden reserves the right to direct levels of staffing. Effective January 1, 2006, the restriction on use of compensatory time during the period June to September, shall be eliminated, but the requirement for approval of use of compensatory time and the Warden's right to direct levels of staffing shall be maintained.

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

11.10 CHANGEOVER – EASTERN STANDARD TIME AND DAYLIGHT SAVINGS TIME

During the change in time standards, no Officer shall suffer loss of pay when time changes from Daylight Savings Time to Eastern Standard Time. Conversely, no Officer shall receive any additional remuneration when changing from Eastern Standard Time to Daylight Savings Time. However, this should not affect any employee who is working overtime covering another employee's shift. No employee working overtime will receive an additional hour of overtime should the situation occur.

11.11 SHIFT DIFFERENTIAL

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

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

Visiting Officers working from 1 p.m. to 9 p.m. on Wednesday, Thursday and Friday shall receive an additional forty-five cents (\$.45) pay differential in addition to his/her regular straight time rate for each hour worked during the second shift.

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

12.00 HOURLY RATE

12.01 To compute the base hourly rate of an employee for overtime, the employee's yearly base salary, and his 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 hours of duty, during which an employee covered under this Agreement shall be required to attend a Municipal Court, County 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 Center) and the pertinent Court of 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 of 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) of overtime pay.

13.05 When an employee covered under this Agreement is required to appear at an inmate disciplinary action, he shall be paid at the overtime rate for all time worked. Officers reporting to the Correction Center to testify at inmate disciplinary hearings shall report in full uniform and be prepared to perform correctional duties for four hours including travel time (maximum one hour each way). Officers who choose to accept pay only for the time they actually appear at the hearing may wear civilian clothing and leave duty immediately after the paid hearing.

13.06 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.

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

1. Grievance proceedings
2. Labor matters (e.g., P.E.R.C. proceedings)
 - a. Officer shall not lose any regular pay.
 - b. Officer shall not be paid overtime
 - c. 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.
 - d. Prompt notice of any such proceedings 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 and at the sole option of the employee. (The accumulation and use of compensatory time will comply with Section 11.00 of this Agreement).

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

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

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

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 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 hours;
- B. More than four (4) hours to eight (8) hours – overtime pay for eight (8) hours;
- C. More than eight (8) hours to twelve (12) hours – overtime pay for twelve (12) hours;
- D. Any amount of time in excess of twelve (12) hours will be paid as indicated in the above formula, i.e, four (4) hours increments.

15.03 The Warden 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 hours 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 order of preferences based upon a rotating seniority roster.

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

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

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

18.00 SHIFT CHANGES

18.01 One (1) calendar week notice in writing will be supplied before shift assignments are altered, except in emergency situations. All such changes will be done in accordance with Appendix E of this Agreement.

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 biweekly basis to the employees entitled to same.

20:00 UNIFORMS

20.01 New Officers – Within the first thirty (30) days of hire, each new Correction Officer will receive the following uniform issue.

- One (1) Blue Trouser
- Two (2) Uniform Shirts (seasonal)
- One (1) Black Necktie
- One (1) Black Belt

20.02 The new Officer will be supplied a complete uniform inventory as soon as possible by the Warden as described in Subsection B of this Section (20.05).

20.03 From date of hire to twelve months thereafter, the new Officer will receive twenty dollars (\$20.00) per month uniform maintenance allowance.

20.04 Effective January 1, 2002, and starting with the 13th month following a date of hire, the new Officer will receive sixty six dollars and sixty seven cents (\$66.67) per month as a uniform purchase and maintenance allowance. Thereafter, he/she will receive eight hundred dollars (\$800.00) yearly as an annual uniform purchase and maintenance allowance. Effective January 1, 2006, the monthly clothing allowance of sixty-six dollars and sixty-seven cents (\$66.67) for new hires shall be increased to ninety-one dollars and sixty seven cents (\$91.67) and the annual allowance for officers after their first year of employment shall be eleven hundred dollars per year (\$1100.00).

20.05 The complete uniform inventory will be as follows:

1. Three (3) Trousers
2. Three (3) Long-sleeve Shirts
3. Three (3) Short-sleeve Shirts
4. Two (2) Ties
5. One (1) Hat (High Round Style)
6. One (1) Winter Coat (Women – C10th Jacket)
7. One (1) Winter Coat (Men – Leather/Nylon Jacket)
8. One (1) Spring Jacket
9. One (1) Uniform Badge
10. One (1) Hat Badge
11. One (1) Identification Card
12. One (1) Black Belt
13. One (1) Pair Shoes
14. One (1) Baseball Cap

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

20.07. Employees leaving County employment before completing a year's employment will have deducted from their last pay the amount accruing to the County at the rate of twenty dollars (\$20.00) or sixty six dollars and sixty seven cents (\$66.67) per month, whichever is applicable, for each month less than the year. Effective January 1, 2006, the sixty-six dollar and sixty seven cents (\$66.67) per month deduction shall be increased to ninety-one dollars and sixty-seven cents (\$91.67).

20.08 It is understood and agreed that the eight hundred dollars (\$800.00) or eleven hundred dollars (\$1100.00) payment, whichever is applicable, is for purpose of maintenance and purchase of the uniform inventory as described in Subsection B (20.05).

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

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

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

2) The County's obligation to replace or reimburse the employee, as stated in Subsection (1) above, shall also extend to personal items such as eyeglasses, watches and other similar belongings.

20.11 Rain Gear – The Correction Center will provide foul weather gear for general usage; it is understood and agreed that foul weather gear will not be made as a personal issue.

21.00 SERVICE PINS

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

21.01 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 Warden, shall receive a Certificate of Commendation and a commendation pin as specified by the Warden.
- B. Each Officer who performs any additional deed or act of meritorious service, as determined by the Warden, shall receive a star to be added to the original commendation pin for each such meritorious act.
- C. Commendation pins will be worn above the right breast pocket of the outermost uniform garment.

22:00 VACATIONS

22.01 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:

<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	12 working days during each year of service
Six to nine years	15 working days during each year of service
Ten to twelve years	16 working days during each year of service
Thirteen to twenty years	20 working days during each year of service
Twenty-first year or more	25 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 that start of the sixth year, etc.

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

23:00 HOLIDAYS

23.01 All employees in this bargaining unit who are subject to working in a seven (7) day operating facility will observe the holidays as they occur in Appendix C annexed. Also to be observed are any other holidays declared by legally constituted authorities of the County, State and Federal Government provided said holidays has been recognized by the Board of Chosen Freeholders.

23.02 If any holidays falls during a Correction 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 Correction Officer is scheduled to work a holiday he shall be paid for the holiday at his regular hourly straight-time rate, plus time and one-half (1-1/2) for all holiday hours worked. When a holiday falls on a Correction Officer's regular day off, he will receive a regular day's pay at his regular hourly rate in addition to his weekly wages.

24.00 SICK LEAVE

24.01 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 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 appropriate on a pro-rata basis, the per diem rate 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 New Jersey State Department of Personnel shall be recognized and constitute a part of the Agreement. Whenever a doctor's note is required in connection with the use of sick leave, the employee shall produce the original doctor's note and not a copy.

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.

24.24 A new employee shall earn sick leave at a rate of one and one-quarter (1-1/4) 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 Fifteen Thousand Dollars (!5,000) which is credited to him/her on the employment records and certified by the appoint authority on the effective date of his/her retirement. This policy will be administered in accordance with Resolution #2002-B adopted by the Board of Chosen Freeholders on May 19, 1977.

25.02 YEARLY SICK TIME BUYOUT

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

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

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

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

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

Eligible employees applying for sick time buyout will do so by December 30 each current year by signing an authorization card provided by the County.

Payment will be made in the third payroll period of the succeeding year.

26.00 WORK INCURRED INJURY

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

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

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

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

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

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

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

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

26.09 F. In the event an employee exhausts his/her one-year injury leave before he/she is capable of returning to work, he/she may continue on the payroll by using his/her accumulated sick and vacation time. After accumulated time has been used, the employee, if permanent has the option of applying for a leave without pay (according to the procedure outlined in Section 26.01). Non-Permanent employees are terminated after using accumulated sick and vacation time.

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

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

27.00 BEREAVEMENT LEAVE

27.01 In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the next day following the day of death but in no event shall said leave exceed three (3) working days except for five (5) working days for employee's spouse or child.

27.02 The "immediate family" shall include only Mother, Father, Brother, Sister, Aunt, Uncle, Grandparents, Grandchildren, current Mother-in-law, current Father-in-law, current Brother-in-law, current Sister-in-law, current Daughter-in-law, or relative continuously residing in the employee's house.

27.03 Reasonable verification of the event may be required by the County.

27.04 An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave to be charged as sick, personal or vacation time.

27.05 If an employee is on vacation leave or sick leave, and an eligible death occurs, the vacation leave or sick leave shall terminate and bereavement leave shall apply.

27.06 The time of bereavement leave will be allowed to be taken within a ten (10) day period at the discretion of the employee with a prior notification to his/her Department Head. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the designated days once the option is taken.

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 will 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.

28.02 In cases of emergency the employee may use a personal day after giving one hour's notice. The employee must provide reasonable proof that an emergency existed. No personal days may be used on holidays.

28.03 SHIFT SWAPPING

Correction Officers will be allowed to swap shifts in accordance with the directive issued by the Warden on October 13, 1995, which effective January 1, 2006 shall be deemed modified to provide no more than 4 swaps per officer per quarter.

29.00 LEAVE OF ABSENCE

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

4A:6-1.1 4A:6-1.1 General Provisions

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

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

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

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

4A6.1.10 Leave without pay: State service

(a) In State service, an appointing authority may with the New Jersey State Department of Personnel approval, grant leaves of absence without pay to permanent employees for a period not to exceed one year unless otherwise provided by statute. A leave may be extended beyond one year for exceptional situations upon request by the appointing authority and written approval by the New Jersey State Department of Personnel.

(1) An appointing authority may with New Jersey State Department of Personnel approval, grant leaves of absence without pay to non-permanent career service State employees for exceptional situations. Such leaves shall not exceed six bi-weekly pay periods, or the equivalent, and shall not continue beyond termination of the appointment. Leave for PBA office, pursuant to N.J.S.A. 4A:6.1.16 may be for longer periods, as provided in the negotiated agreement. Leave without pay for non-permanent employees may be terminated at any time.

(b) Employees in the senior executive and unclassified service may be granted leaves of absence without pay up to one year, at the discretion of the appointing authority.

(c) An appointing authority may permit an employee to return from a leave of absence without pay prior to its conclusion.

(d) Appointing authorities shall set procedures subject to review by the New Jersey State Department of Personnel for leave without pay.

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 accordance with N.J.S.A. 38:23-1.1.

38:23-1.1 LEAVE OF ABSENCE FOR FIELD TRAINING IN NATIONAL GUARD OR RESERVE COMPONENTS.

“Any full time Officer of employee of the State, or of a county or municipality service 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 calendar year, while engaged in field training, as follows:

- (a) Without loss of pay or time if he had served under such ad interim or temporary appointment for less than one year.
- (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 Medical benefits for all full-time and eligible part-time employees and employees' eligible family shall be covered by the provisions of Appendix "F" annexed. Major Medical for eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured with approval of the PBA and upon a prior notice to the employee organization so long as equivalent coverage is provided. Prior approval by the PBA shall not be unreasonably withheld. The Employer shall provide the PBA ninety days notice of the specifics of any change including the plan documents.

Medical Benefits for all new hires after September 4, 2001, shall be subject to the County's Medical Benefits provisions which include the requirement of employee co-payment for medical premiums and the elimination of Traditional Indemnity Coverage, as more particularly set forth in the County Personnel Policy Guide, attached hereto and made a part hereof, and described in 31.02C4. The parties further stipulate that such policy shall remain as per such attached exhibit during the new collective bargaining agreement's duration even if changed for other County employees during such time period. In no event may the applicable annual ceiling of contribution be increased through December 31, 2004.

31.02 Health Maintenance Organization – Health and Hospitalization Insurance

A. Eligibility

All County employees on the County payroll for not less than sixty (60) days or on July 1, 1999 whichever shall be later, and their eligible dependents shall be eligible to enroll in any of the County offered medical insurance plans subject only to the provisions and limitations specifically set out in this contract. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered programs and their selection of a specific plan.

B. Level of Benefits

The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependents on the payroll **as of October 6, 2001** the (3) HMO options, as available on January 1, 1999 equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who are enrolled in the Traditional Indemnity Plan as of May 7, 1999 shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be permitted subsequently to re-enter the Traditional Indemnity plan at a later date. Employees and their eligible dependents enrolled in any other medical care plan **as of October 6, 2001** may not subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to re-enter the State Health Benefits plan (SHBP) of New Jersey it must provide thirty (30) days notice to the Union and enter into

negotiations regarding the applications of this contract.

C. Employee Contribution to Premium Costs

1. All eligible County employees on the payroll or on authorized leave as of May 7, 1999 shall continue to receive medical insurance benefits at full cost to the County without contribution of payment by the employee for as long as they are continuously so employed. Employees who separate from County service other than through approved or contractual leave forfeit such entitlement should they, at some later date, re-enter County service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service.

2. Employees who enter County service or become eligible for medical insurance coverage after October 6, 2001 shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in C., 2 above except the “new hires”, also referred to as “new employees” (i.e., employees hired after October 6, 2001), may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.

3. New employees, as defined above, whose annual salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage.

4. New employees, as defined above earning an annual base salary in excess of \$25,000 shall be required to contribute towards premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case where an employee’s raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

<u>Salary Level</u>	<u>% of Costs of Selected Plan</u>	<u>Annual Ceiling of Contributions</u>
\$25,001-\$30,000	25%	\$400
\$30,001-\$35,000	35%	\$650
\$35,001-\$40,000	45%	\$900
\$40,001-\$45,000	55%	\$1,250
\$45,001-\$50,000	65%	\$1,500
\$50,001 +	75%	\$1,750

5. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the County on an annual basis with notice to each effected employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each calendar year. The County may not increase or alter an employee's required contribution at any other time.

D. Retirement Benefits

1. Retired County employees and qualified dependents shall continue all benefits due them under the terms of the contract in force as of December 31, 1998 including prescription coverage as herein defined. Retired County employees may not have their benefits reduced or costs increased except upon some act of the Legislature of New Jersey, the Congress of the United States or an order of a Court of competent jurisdiction.

2. The County shall continue to provide fully paid medical benefits to employees who honorably retire after twenty five (25) years of credited public service as described by state statutes and criteria of the New Jersey Department of Personnel; and employees who qualify for and are approved by New Jersey Dept. of Personnel for receipt of disability retirement benefits.

3. Retired employees as described in paragraph 2 above shall be entitled to the same level of prescription benefits as active employees. Retired employees shall not be entitled to dental benefit unless so offered by the County at some later date at the County's discretion and terms.

E. Administration

In the event a third party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the effected employee may apply to the County to pay such claim upon adequate submission of supporting documentation. When the County deems such claim properly completed it shall make payment therein within an additional thirty (30) days. As part of such application the County may require the execution of binding assignment or subrogation agreement from the employee to the extent of payments made on the employee's behalf.

31.03 Dental Coverage

The County shall provide, an appropriate dental care plan whose benefits and provisions shall be the substantial equivalent of the dental care plan in place for employees as of December 31, 1999. In the event the County wishes to alter, amend or replace the current dental care plan it shall give thirty days notice to the PBA representative of such proposed change and make available to such representative a full schedule of benefits and costs of the proposed program. In the event of objection of such County action the parties shall enter into good faith negotiations regarding the adoption of any new dental plan with due regard for competitive availability of equivalent plans, relative costs and benefits and ease.

of administration of benefits.

1. Employee contributions to premiums for the approved dental care plan shall continue at the same level and frequency as provided for in the collective bargaining contract in effect on December 31, 1999. Any annual increase in said contributions shall not exceed 14.99% of previous annual premium.

2. The County is not and shall not be required to provide Dental Expense Coverage to current or future retirees unless otherwise agreed to by a collective bargaining agreement.

31.04. Drug Prescription Coverage

The County shall continue its 1999 level of prescription coverage for all present and future employees for the term of this contract. Eligible employees and their dependents shall not be required to make co-payment for generic drugs prescribed by duly licensed physician. Eligible employees and their dependents who desire or require brand name prescription drugs shall be required to make a co-payment of three (\$3.00) dollars.

32.00 VISION CARE PROGRAM

The County shall reimburse cost of vision care for its employees who have been continuously employed for more than sixty (60) days to the extent set forth below. The vision care allowance shall be limited to payments every other year or not more than every two calendar years. This benefits shall not be cumulative.

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

This reimbursement shall not exceed and is limited to a total of \$140.00 for a combined cost for above. It is understood and agreed that the Vision Care Program will apply to the employee only.

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 Counsel's Office.
- B. There is a review and approval of the defense attorney's fee schedule by the County Counsel's Office. Approval of any reasonable fee shall not be withheld. The County Counsel shall promptly respond to the submission of a proposed fee schedule.
- C. If there is a conviction of the employee on the charges brought, which conviction is not later dismissed, reversed, or set aside on appeal, then the Employer shall not be obligated to pay the costs of defense.

34.00 BULLETIN BOARD

- 34.01 The Employer will provide one (1) bulletin board for the use of the Association to be placed in a conspicuous location at each correction facility.
- 34.02 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.
- 34.03. No matter may be placed without receiving permission of the officially designated Association Representative.
- 34.04 Any Bulletins deemed detrimental to the operation of the Department of Adult Corrections may be rejected for posting by the Warden. However, approval for posting shall not be unreasonably withheld.

35.00 CEREMONIAL ACTIVITIES

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

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

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 he shall be permitted to place said rebuttal in his file.

36.04 All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in nay file shall be removed therefrom.

36.05 It is understood and agreed that the files maintained by the Warden and County Personnel Director are the official personnel files for all Correction 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 Correction 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.

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

All minor disciplinary actions which result in a suspension or fine of five (5) days or less, shall be removed from the Officer's personnel file twenty-four (24) months from the date of entry provided on 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 the New Jersey State Department of Personnel appeal or judicial review.

D. Any other adverse action against a Correction Officer that is overturned by the New Jersey State Department of Personnel appeal, PERC 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 Correction Officer's personnel files, for any reason whatsoever unless the Officer receives a copy of that document.

A. Documents entered into a personnel file shall be considered to be of two categories:

1. Adverse/Disciplinary – Officer receives a copy of document.
2. Non-Adverse/Disciplinary – Officer must pay fifty cents (\$.50) per copy for each document requested.

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 PBA as quickly as possible so as to insure efficiency and promote employee morale.

37.02 For purposes of this Agreement, the term “grievance” means any complaint, difference or dispute Employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employees covered by this Agreement. Further minor discipline shall also be deemed to be subject to the grievance procedure.

37.03 All grievances shall be processed as follows:

A. They shall be discussed with the employee and the PBA Representative with the Superior Officer within thirty (30) working days after the employee or PBA becomes aware of the event. The answer shall be made within three (3) working days by said Superior Officer to the PBA.

B. If the grievances are not settled through Step A, the same shall be reduced to writing by the PBA employees and submitted to the Deputy Warden or any person designated by him, within seven (7) working days after the Superior Officer’s response, and the answer to such grievance shall be made in writing with a copy to the PBA within seven (7) working days of their submission.

C. If the grievances are not settled through Step A and Step B, the same shall be reduced to writing by the PBA and submitted to the Warden or any person designated by him within seven (7) working days after the Deputy Warden’s response, and the answer to such grievance shall be in writing with a copy to the PBA within seven (7) calendar days of their submission.

D. If the grievance still remains unadjusted or unanswered by the Warden, it shall be presented by the PBA to the Personnel Director in writing within ten (10) working days after the response of the Warden 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 PBA 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 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 decision of the New Jersey State Department of Personnel may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to New Jersey State Department of Personnel review and decision.
4. An employee covered by the terms of this Agreement has the right to process his own grievance without Association representation through all steps of the grievance procedure that incur no expense to PBA Local #152. The PBA reserves the right to be present and give its position at all such proceedings in order to preserve the integrity of the contract and insure that no resulting remedy is in violation of this Agreement. It is understood that only the PBA 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 prescribed, then the disposition of the grievance at the last proceeding 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 4 step in the Grievance Procedure.

37.06 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 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 The President or State Delegate of the PBA may process grievances during working hours upon prior request of his immediate supervisor as long as the processing does not interfere with the smooth function of the Department.

37.09 The parties shall agree upon a rotating panel of three (3) arbitrators to hear and decide disputes requiring expedited resolution to avoid a meaningless remedy due to the lapse of time that would occur in a non expedite proceeding. If expedited arbitration is invoked, the arbitrator shall hear the matter and render a decision within 30 days.

37.10 Disciplinary actions shall be instituted in accordance with the 45 day provisions for municipal police officers set forth in N.J.S.A. 40A:14-147.

38.00 PENSION

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

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 the 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 or competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:13A-3 et seq., however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

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

40.00 NO STRIKE OR LOCK OUT

40.01 Neither the PBA nor the employees or Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lockout. In the event that any person 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:154-2 COURT ATTENDANTS SHERIFF'S OFFICERS AND COUNTY CORRECTION OFFICERS AS PEACE OFFICERS: Any court attendants, Sheriff's Officers and County Correction Officers in the competitive class of New Jersey State Department of Personnel who have been or who may hereafter be appointed by the Sheriff or Board of Chosen Freeholders or any County in this State shall be virtue of such appointment and in addition to any other power or authority, be empowered to act as officers for the detection, apprehension, arrest Nov. 4, 1968; L. 1968, c. 398, 1, off. Jan 10, 1969.

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 LEAVE

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 employee covered by this Agreement shall be replaced by any non-Correction Officer part-time or other personnel.

46.02 No post presently filled by a full-time employee covered by this Agreement shall be covered 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 suitably equipped vehicles for the Department of Adult Corrections. 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.

48.02 All Department vehicles shall be maintained in safe working condition. The Department shall not utilize a vehicle, which has not passed a State Motor Vehicle Inspection.

48.03 All vehicles used to transport inmates shall be equipped with standard police safety equipment, which shall include a cage, seat barrier marker lights and radio communications.

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 PBA.

49.02 Proposed new rules or modifications or existing rules governing terms and conditions of employment shall be negotiated with the PBA 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 PBA, the layoffs shall be on the basis of seniority, beginning with temporary help, then provisional employees, and the last permanent employees, according to procedures specified in the New Jersey State Department of Personnel Rules. In no instance shall permanent employees be laid off and part-time employees be retained. In all cases, the Employer shall provide proper written notice to permanent employees to be laid off forty-five (45) days in advance or as may be required by the New Jersey State Department of Personnel Rules.

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 New Jersey State Department of Personnel, the PBA will be permitted to take an active part in the survey consistent with the New Jersey State Department of Personnel Rules (Department of Adult Corrections). To the extent of its vested interest in the employees whom it represents in accordance with all New Jersey State Department of Personnel Regulations and applicable laws, the Employer will notify the PBA that a survey is taking place and ask for recommendations and reasonably cooperate with the PBA regarding and 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, 2005 until December 31, 2008 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 2005. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

ATTEST:

COUNTY OF MIDDLESEX, by its BOARD OF CHOSEN FREEHOLDERS

Margaret E. Pemberton
Clerk of the Board

David B. Crabiel, Director
Board of Chosen Freeholders

PBA #152 Representative

President, PBA #152

Approved as to form and legality:

Eric M. Aronowitz, Esq.
First Deputy County Counsel

APPENDIX A

STEPS FOR CORRECTION OFFICERS
HIRED PRIOR TO JANUARY 1, 2006

	2005 (3%)	2006 (3.5%)	2007 (4%)	2008 (4%)
Trainee	30,429	31,494	32,754	34,064
1 st Year A	36,837	38,126	39,651	41,237
2 nd Year B	40,185	41,591	43,255	44,985
3 rd Year C	43,535	45,059	46,861	48,736
4 th Year D	50,231	51,989	54,069	56,231
5 th Year E	58,602	60,653	63,079	65,602
6 th Year F	66,974	69,318	72,090	74,974
Senior Pay 15 Years Completed Service		70,704	73,532	76,473
Senior Pay 20 Years Completed Service	69,653	72,118	75,002	78,002

APPENDIX A-1

STEPS FOR CORRECTION OFFICERS
HIRED ON OR AFTER JANUARY 1, 2006

	2005	2006 (3.5%)	2007 (4%)	2008 (4%)
Trainee	30,429	31,494	32,754	34,064
1 st Year A	34,429	35,634	37,059	38,542
2 nd Year B	38,429	39,774	41,365	43,020
3 rd Year C	42,429	43,914	45,670	47,497
4 th Year D	48,529	50,227	52,237	54,326
5 th Year E	54,629	56,541	58,803	61,155
6 th Year F	60,729	62,854	65,369	67,983
7 th Year G	66,974	69,318	72,090	74,974
Senior Pay 15 Years Completed Service		72,118	75,002	76,473
Senior Pay 20 Years Completed Service	69,653	72,090	74,974	78,002

APPENDIX “B”

LONGEVITY

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

9 through 15 years 2%
16 through 20 years – 5%
21 years and after - 7%

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

Effective January 1, 2006, there shall be a modification of the above longevity percentages as follows:

9 through 15 years 4%
16 through 20 years – 6%
21 years and after - 8%

All other provisions of this Appendix B shall remain status quo.

APPENDIX “C”

HOLIDAYS

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

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

APPENDIX "D"

SHIFT BIDDING/DAYS OFF

1. Shift (day, evening, midnight, etc.) and work schedule (days off) shall be selected pursuant to a seniority-based bid system.

For the purpose of this Article only, seniority shall be determined by an employee's initial hire date as a Corrections Officer with the County of Middlesex, regardless of the employee's permanent Civil Service appointment date. If more than one Correction Officer is hired on the same date, seniority shall be determined by using the employee's ranking on the Civil Service certified list.

Seniority shall not accrue during periods of time that an employee is not employed by the Employer as a Correction Officer, except if the employee is on an approved leave of absence, injury leave or is serving provisionally in a promotional position within the Department of Corrections.

The Agreement shall be amended to provide that all shift and work schedules shall be open to bid and posted by the Warden between Oct. 1 and 10, 2006 and at least every 12 months thereafter. In addition, bids subsequent to October 2006 shall be open to any Officer with at least 12 months of continuous service as a Middlesex County Correction Officer. Thereafter, shift bidding shall be available to Officers with at least 12 months continuous service by the time of the expected assignment to the bid position.

2. Except as otherwise provided in this Article, shift/work schedule bidding shall be conducted pursuant to the following procedure.

A. The Warden shall post a seniority list twenty (20) calendar days prior to the first days of bidding.

B. All shifts and days off shall be open to bid, unless excluded under this Article.

C. The shift and work schedules open to bid shall be posted by the Warden for a period of ten (10) calendar days after which time the bidding period will be closed.

D. The Warden or his designee shall assign all eligible employees entitled to bid, in order of seniority, a specific time to select their shift and schedule. The Warden shall notify in writing all employees of their selection time at least 14 days prior to the selection date. An eligible employee may designee in writing a representative to select the employee's shift and schedule at the employee's appointed selection time. The Warden shall advise all eligible employees of a telephone number and a fax number, which will be available to the employee to contact the Warden or his designee to select

his or her shift and schedule during the employee's assigned time. Thereafter, employees shall submit written bids during the bidding period as vacancies may be posted from time to time.

E. After each employee has selected his or her shift and work schedule as set forth above, the Warden, or his designee, shall post the selected shift and work schedule list immediately after the close of the bidding period.

F. In his or her sole discretion, the Warden, or his designee, shall place employees in posts within their selected shift and work schedule within seven (7) calendar days after the close of the bidding period. For the initial bid only, the implementation date shall begin on January 1, 1996.

3. A. It is understood that there are special posts, which require special training and skills, such as:

- 1) Receiving and Discharge
- 2) Hallway Security
- 3) Work Release Dorm Offices
- 4) Fire Marshal

B. The special posts may be filled by the Warden with employees who possess the special skills and who are in each shift and schedule based on the seniority-based bidding system. If there are insufficient special skill employees on a particular shift and/or schedule after the bidding process to fill the special skills posts, then the Warden, with reasonable prior notice to the PBA, may fill the posts by involuntarily moving the most junior employee in seniority on that shift with the required skills, and the most junior employee in seniority on that shift will replace the special skill employee who was moved. If the deficiency cannot be resolved by the foregoing process, the Warden may fill the posts by involuntarily moving the most junior employee in seniority on any shift with the required skills and the most junior employee in seniority on the deficient shift will replace the special skills employee who was moved. It is understood that the involuntary movement as set forth herein will not create a vacancy to bid.

C. If an employee has special training and skills and is currently assigned to a special skills post as described in Section 3A above, then that employee may keep the post. When such a special skills employee, who has selected his/her shift schedule and who has been appointed by the Warden to a special skills post vacates the post, retires or leaves for any reason, then another employee shall be given the opportunity to be trained based on seniority. The Employer will train additional staff, based on seniority, to perform special functions when the existing cadre of specially trained staff is depleted.

D. The following positions and the shifts and schedules associated with such positions shall not be subject to the bidding process set forth in the Article.

- 1) Classification
- 2) Work Release
- 3) Housekeeping and Supplies
- 4) Accommodation positions pursuant to the Employer's obligations under the Americans with Disabilities Act.

5) Training Officer who shall be selected by the Warden with the understanding that the training officer position shall not be considered with respect to bidding days off similar to the system used for administrative positions.

4. The employee will discuss any reassignment, removal or change in shift and days off with affected employee and a PBA representative. The assignment of shifts and schedules (days off) shall be subject to the grievance procedure of this Agreement, but shall be limited as follows:

A. A disciplinary assignment or transfer of shift and/or days off, including among other things, for reasons of poor attendance and poor performance, may be grieved through binding arbitration pursuant to the grievance/arbitration provisions of paragraph 37.01 et seq. of this Agreement. Any such disciplinary assignment or transfer may not be effectuated until there has been a determination of the grievance by the County Director of Personnel.

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

5. It is expressly understood and agreed that the Employer will not be required to pay overtime when that overtime results from an employee bidding on a specific shift assignment and subsequent transfer to that shift. If overtime occurs because of a staffing decision of the Employer, as opposed to the bid of an employee, then in such case, any resultant overtime will be paid by the Employer.

6. The five Correction Officers who are temporarily assigned as Sergeants will be allowed to bid based on seniority as set forth above. After the five Correction Officers (hereinafter "Temporary Sergeants") obtain their shift and work schedule through this Article's bidding system, then the next five senior Correction Officers shall be allowed to bid for those five slots of the Temporary Sergeants. The opening created by the five senior Correction Officers bidding for the Temporary Sergeant's slots will be filled by the Warden with Correction Officers who have less than three years seniority and are not subject to the bid process under this Article. If any of the Temporary Sergeants are permanently appointed to the title of Sergeant, then their shift and schedule as well as the shifts and schedules being filled by less-than-three-year employees, will be open for rebid based on seniority.

7. Notwithstanding any of the foregoing, it is agreed that employees holding the offices of President and State Delegate of the PBA shall each have the option of being assigned to the first shift with weekends off, or, the President and State Delegate may each opt to select the shift/days off which they would be entitled to by seniority bidding under this Article. Once the option is exercised, it shall remain in effect for the duration of the employee's tenure in office. When an employee no longer holds such office, he or she shall revert to the shift and days off which he or she is entitled to by reason of their seniority if such shift and schedule (days off) is available. It is specifically understood and agreed that such a reversion shall not create any bumping rights.

8. The Employer retains the authority to determine, define, establish and change the shifts and schedules within the Department of Corrections. The Employer further retains the right to act unilaterally in assigning shifts and schedules when the Employer determines that special needs, special qualifications, special skills or special training are needed to perform particular tasks or when the Employer determines an emergency exists. Final authority for filling shifts and schedules shall always rest with the Warden or his designee.

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

ADDENDUM TO THE CONTRACT BETWEEN
THE COUNTY OF MIDDLESEX AND CORRECTION OFFICERS PBA LOCAL 152

MEDICAL BENEFITS APPENDIX "E"

A. 1. The County and the PBA hereby agree¹ that the County may withdraw from the New Jersey State Health Benefits program, SHBP and provide health benefits through a self-insured program which shall be known as the Middlesex County Joint Insurance Fund, MCJIF, with benefit levels for participants and their dependents equal to or greater than those enjoyed in the SHBP, this includes the indemnity (traditional plan), PPO, and the various HMO options currently available, all of which shall continue to be available to all current employees. Employees hired on or after July 1, 1995 who select an HMO option shall be restricted to those three HMO's with the largest County employee enrollment.

a. No reduction of benefits or increase in premiums shall result solely from this switch into the MCJIF for the employees, retirees, or their eligible dependents for the duration of this agreement. If any reduction of benefits or increase in premiums shall result from the switch in health plans for any employee, retiree, or eligible dependents, then Middlesex County agrees to fully indemnify such employee, retiree or eligible dependent for the costs of any medical treatment previously covered but subsequently denied coverage due to such.

b. The Database and Percentile Cut-off point used to establish Usual and Customary Fee Rates shall be equal to or greater than those used by the SHBP.

c. Employees and their eligible dependents who are enrolled in the health plan will continue to be covered, and their premiums will be paid by the County for the duration of this agreement.

d. The County will continue the current practice by which employees who retire and who have completed twenty-five (25) years of service credit in a State administered Retirement System in the State of New Jersey, or who retire on a disability pension and their eligible dependents are provided continued medical insurance benefits in any of the plans with the premiums paid for by the County.

e. The County agrees to provide coverage under the self-insurance drug prescription program for all retired employees and their dependents who are eligible for continuation of medical benefits. Co-pays shall be the same as are paid by active employees.

¹ The phrase "hereby agree" and the terms "currently" and "current" as used throughout this Addendum all refer back to the date that this Addendum originally was agreed to between this union, PBA Local 152, and the County. The persons who are covered by its provisions are the persons who were covered by its provisions at that time and continue to be so covered pursuant to this Addendum. It originally appeared as "Addendum F" in the contract for the years 1994 and 1995. On June 30, 1995 the County left the SHBP.

f. If the Third Party Administrator should fail to pay any properly filed claim for any covered service within four weeks after it receives said claim, then the County shall pay such claim within thirty (30) days after the County receives written notice from the employee or his/her representative of the outstanding claim accompanied by supporting documentation.

g. The County further agrees that the alternate for its member on the Fund Commissioners Board shall be a PBA Representative selected by CUREM with all rights and privileges as are afforded all such Alternatives. Additionally, there shall be a non-voting ex-officio member selected by the Council of Middlesex County Law Enforcement Officers.

B. This agreement shall be addendum to the contract currently in place and shall supersede the current language with reference to the SHBP, subject to ratification of the parties. This agreement shall become effective immediately after all parties ratify it.

In the event the County switch in health benefits affects any retiree, then during any lapse of health benefits coverage, he shall be provided with the costs of maintaining supplemental coverage, or indemnified directly from the County for any medical treatment which he or his eligible dependents incur.

a. In the event the County's ability and right to provide health benefits to retirees with 25 years or more of service credit in a State of New Jersey administered pension plan is legally challenged in P.E.R.C. or a Court of competent jurisdiction then the County will litigate at its own expense its right and ability to continue providing health benefits to retirees with 25 years or more service credit in a State of New Jersey administered pension plan.

b. In the event it is subsequently determined by a court of competent jurisdiction that the County of Middlesex is prohibited from providing the aforesaid benefits, then the parties shall immediately enter into negotiations on the medical benefits provision only of the collective bargaining agreement. If the parties are unable to amicably agree upon an alternate medical benefits provision to the collective bargaining agreement, the County of Middlesex will agree to reapply for membership in the SHBP and will agree to enter the SHBP upon obtaining necessary approvals. This agreement shall remain in full force and effect through December 31, 2008.