

This Agreement made the 20th day of April 1978

between the County of Middlesex, a Municipal Corporation by it's Board of Chosen Freeholders (hereinafter known as the Employer), and the Policeman's Benevolent Association, Local No. 219 (hereinafter known as the Association; which includes the Sheriff's Department of the Middlesex County Jail), and the Sheriff of Middlesex County, as Employer of the Policeman's Benevolent Association, Local No. 219 (hereinafter known as the Sheriff);

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

WHEREAS, said Association has been in negotiation with the employer and Sheriff pursuant to Chapter 303 of the Laws of 1968; and

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

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

I. RECOGNITION: The Association is hereby designated as the bargaining agent for all employee's employed by the County of Middlesex in the following job titles:

~~Sheriff's Officers~~ assigned to the County Jail, Correction Officers assigned to the County Jail, Sheriff's Officer/Correction Sergeant assigned to the County Jail, Sheriff's Officer/Correction Lieutenant assigned to the County Jail, and Sheriff's Officer/Correction Captain assigned to the County Jail. The term Jail Officer shall include all of the above titles.

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

b. The elected Representatives of P.B.A. Local #219 consisting of one (1) State Delegate and two (2) Alternate Delegates will be granted a Leave of Absence with pay for the period not to exceed five (5) days to attend the annual P.B.A. Convention. If the authorized Representatives do not use more than four (4) leave of absence days during the annual P.B.A. convention, they will be permitted to be off with pay to attend the annual P.B.A. convention dinner which is held at a later date.

c. A certificate of attendance to the Convention shall, upon request in advance, be submitted by the Representatives so attending to the Sheriff or Undersheriff or Warden of the County Jail.

d. The State Delegate or his designee is entitled to be excused from his regular working shift, with pay, to attend one State Delegate Meeting and one County Conference Meeting which is a total of two (2) days per month. In addition, the State Delegate will be entitled to attend any emergency meeting called by the State P.B.A. 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.

e. The President and State Delegate of P.B.A. Local #219 shall be excused from duty for attendance of the regular P.B.A. Local #219 monthly meeting (emergency meetings included) for the amount of time reasonably needed to conduct said meeting when these meetings interfere with their work schedule. Reasonable notice is to be given to their Superiors.

f. During contract negotiations the authorized Representatives of P.B.A. Local No. 219 shall be excused from normal duties for the amount of time reasonable needed for scheduled negotiations.

g. The total amount of Representatives during negotiations from P.B.A. Local #219 shall be three (3) plus their legal advisor.

III. WAGES AND PAY PERIODS:

A. Effective January 1, 1978, all eligible employees covered under the terms of this Agreement will be slotted according to the County Wage Submittal dated March 6, 1978.

B. Eligible employees covered herein shall be paid within the following salary ranges:

Sheriffs / Correction Officer

\$10399  
11398  
12397  
13239  
14202  
15455

Sheriffs / Correction Officer Sergeant

\$16455  
17455

Sheriffs / Correction Officer Lieutenant

\$18455  
19455

Sheriffs / Correction Officer Captain

\$20455  
21455

It is agreed that a spread of \$2,000.00 between ranks at maximum will be maintained. Hereafter, any change in the Salary Ranges of Sergeant, Lieutenant or Captain will be based upon this principal.

C. Employees hired in 1975 and thereafter will receive their negotiated wage increase on the first of the year and the step increase on their anniversary date upon finalization of the contract. All others will receive their negotiated wage increases on January 1st upon finalization of the contract.

D. Employees on the County payroll as of December 31, 1977, who have terminated prior to the signing of this agreement will be excluded from the wage increase with the exception of retirees and deceased employees in which case payment will be made to his/her estate.

E. It is agreed that should the Court Officers receive any wage increase for 1978, all eligible employees covered by this agreement, including those at maximum salary, will receive whatever adjustment necessary to maintain the established parity with Court Officers, P.B.A. #165.

IV. PARITY: It is understood and agreed that parity between Jail Officers and Court Officers has been established pursuant to N.J.S.A. 30:8-24.1. Parity will be determined by comparison of the compensation of a Sheriff/Correction Officer (Jail) with that of a Sheriff's Officer (Courts) having equal rank and time of service. In order to compensate Sheriffs/Correction Officers (Jail) for the greater number of hours they work, a wage parity has been established and will be maintained at 12.5% meaning Sheriffs/Correction Officer (Jail) will be paid at least 12.5% more than Sheriffs Officers Courts having equal rank and time of service. Superior Officers (Jail) are excluded from the aforementioned parity.

Jail Officers will be at least at equal parity with Correction Officers assigned to the County Workhouse insofar as wages and benefits are concerned.

V. ACCRUED BENEFITS: It is understood and agreed that fringe benefits emanating from a County Policy pursuant to a Board of Chosen Freeholders decision, will accrue to the employee's of P.B.A. Local #219.

VI. PROMOTION: It is understood that when an Officer or Superior Officer is promoted in rank he/she will receive the next pay step in that rank which is greater than his/her present salary.

Should an Officer or Superior Officer fail to satisfactorily complete the 90 day work test period, it is understood that he/she will be given the option of remaining in the present assignment at the former rank or returning to the former assignment.

VII. DUES CHECKOFF: The employer agrees to deduct from the earnings of each employee Association Dues when said employee has properly authorized such deduction in writing.

VIII. OVERTIME: All overtime shall be distributed equally from a list maintained by the Warden of the County Jail of those Officers covered by this agreement and who are certified by the Police Training Act of 1968, or in case of Correction Officers a suitable and acceptable substitute, provided that such Officers qualify annually in the handling of their weapons. Superior Officers will not be included in this overtime list but a separate list shall be maintained for Superior Officers overtime. Superior Officers are defined as: Sheriff's Officer/Correction Sergeant, Sheriff's Officer/Correction Lieutenant and Sheriff's Officer/Correction Captain. It is understood and agreed that this section does not apply to emergency situations. Emergency situations are defined as: riots, affrays, tumultuous disturbances, fire or any situation where it is impossible to obtain an Officer from the overtime list.

Specifically, the overtime procedures will be as follows:

1. A list of all Jail Officers will be posted on the Jail Bulletin Board, or other suitable place that is conspicuous and available to all employees.

2. When overtime becomes available, the Shift Commander will telephone the Officer whose name appears at the top of the overtime list. If that Officer refuses the overtime, his name will be placed at the bottom of the list and the Shift Commander will continue to call Officers as their names appear on the list until an Officer is found to work the overtime. If an Officer is not at home when called, this will not constitute a refusal and that Officer's name will remain at it's proper position on the list. If no Officer from the list can be reached, the Shift Commander will cover the post with anyone available or order the Officer already on duty to remain on post as an emergency situation will then exist. This section will be done in a fair manner in which all Officers on duty have equal opportunities.

3. Any Officer may decline in writing any period of overtime offered to him without explanation except in an emergency situation.

4. The Officer assigned to the front door for four (4) hours overtime on Wednesday night visiting will be selected from the day shift on a rotating basis with the exception when the 4:00 p.m. to 12:00 p.m. shift has one or more extra men above minimum requirements.

5. Only the Sheriff, Undersheriff, Warden, Deputy Warden and/or the Shift Commander will be authorized to distribute overtime assignments or call an Officers home.

6. When it is known in advance that overtime will exist, the Shift Commander will fill all vacancies immediately upon the posting of the work schedule through the use of the above outlined procedures.

7. A log will be kept for the purpose of recording all calls made from the overtime list. The Shift Commander will enter the date, time, Officers name and the result of each call he makes from the list. The Shift Commander will sign the log. This log will be posted in a conspicuous place within the Jail and be available to all Officers at any time.

8. When an Officer or Superior Officer is required to appear in Court, a Departmental Hearing, a Civil Service Hearing, or any other legal tribunal as a result of an incident arising out of his employment with this Department on his off-duty hours, whether or not he is the defendant, a witness or the person initiating the action, he shall be paid at the overtime rate. This clause shall not apply to a defendant in a departmental hearing who is not totally absolved of the charges.

9. Overtime will be defined as any duty performed:

- a. When employee is on normal day off, holiday, vacation or personal day.
- b. Beyond normal eight (8) hour shift.
- c. Beyond normal eight (8) hour shift in any twenty-four (24) hour period.
- d. Overtime rate will be paid as per past practice.

10. Overtime will be accumulated in fifteen (15) minute units.

When an Officer works any portion of a fifteen (15) minute unit, he will be paid for the entire fifteen (15) minute unit. Conversely, if an Officer reports late for duty a portion of a fifteen (15) minute unit he will be docked in pay fifteen (15) minutes.

11. When a Jail Officer is assigned to work through his/her normal lunch period or part thereof, as defined in Section XXIII, he/she will receive premium pay for thirty (30) minutes or a later lunch period, providing a Cook is on duty.

12. When a Jail Officer is called into work on his/her off duty hours, such compensation shall consist of overtime rate with a minimum of four (4) hours.

13. No Jail Officer will work more than sixteen (16) consecutive hours nor will he be required to remain on duty, or in the building for more than sixteen (16) consecutive hours except in case of riot, fire or natural disaster.

IX. STAND BY: Stand by or on call is defined as that period of time during which a Jail Officer is waiting for a possible call back to duty. Assignment of stand by can only be made by the Sheriff, Undersheriff or Warden.

Compensation for stand by time will consist of:

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

The Sheriff, Undersheriff or Warden may assign the stand by Officer or Superior Officer to other law enforcement duties during stand by time.

X. UNIFORMS:

A. New Officers -

Prior to the first day of hire each Officer will receive the following uniform issue:

Three (3) Khaki trousers

Three (3) Khaki long sleeve shirts

Three (3) Khaki short sleeve shirts

Two (2) brown neckties

One (1) brown belt

This uniform complement will be worn until the successful completion of the Police Academy or suitable substitute school.

Upon completion of the Police Academy or substitute school, the new Officer will be supplied a complete uniform inventory by the Sheriff as described in subsection C of this section.

From date of hire to date of complete uniform inventory issue, the new Officer will receive \$12.50 per month uniform maintenance allowance.

From date of complete uniform inventory issue to twelve (12) months thereafter the new Officer will receive \$12.50 per month uniform maintenance allowance.

Starting with the 13th month following the complete uniform inventory issue and prior to January 1st of the following year, the new Officer will receive \$29.00 per month as a uniform purchase and maintenance allowance. Thereafter, they will receive \$350.00 yearly as an annual uniform purchase and maintenance allowance.

B. Jail Officers hired prior to January 1, 1977, will receive \$350.00 yearly as an annual uniform purchase and maintenance allowance.

It is understood and agreed that the Employer will provide all Officers with that portion of the uniform inventory that was not issued in 1976 so that each Jail Officer will enter 1977 with a complete uniform inventory.



C. The complete new 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) Summer hat
6. One (1) Winter hat
7. One (1) Blouse
8. One (1) Winter coat
9. One (1) Uniform badge
10. One (1) Hat badge
11. One (1) Identification card
12. One (1) Brown belt

Correction Officers will be issued badges which indicate the Correction Officers title.

Sheriff's Officers will be issued badges which indicate the Sheriff's Officers title.

C. All payments for uniform purchase and or maintenance, pro-rata or otherwise, will be paid one-half in January and one-half in July of each year.

E. Employees leaving County employment before completing a years employment will have deducted from their last pay the amount accruing to the County at the rate of \$12.50 or \$29.00 per month, whichever applicable, for each month less than the year.

F. It is understood and agreed that the \$350.00 payment is for the purpose of maintenance and purchase of the uniform inventory as described in subsection C.

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

H. The Sheriff will provide an authorized list of New Jersey retailers who meet the required uniform specifications.

XI. LONGEVITY: All eligible employees shall be entitled to receive longevity which will be based upon their salary of December 31, 1976. The rate of longevity shall be as follows:

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

The rate of longevity paid is to be based upon the Resolution authorizing longevity payments duly adopted by the Board of Chosen Freeholders on March 18, 1971, and as amended.

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

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

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

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

DRUG PRESCRIPTION PLAN: All eligible employees and eligible employees' family will be covered by a drug prescription program at the Employer's expense. There will be a co-pay per prescription by the employee.

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

New Years Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving Day  
Friday Following Thanksgiving Day  
Christmas Day

All holidays will be observed on the calendar day they fall.

If a holiday falls during a Jail Officers vacation time, he shall have the option of receiving an additional vacation day with pay or receiving holiday pay.

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

XIV. PERSONAL DAYS: All Jail Officers shall have three (3) Personal days per year to be used for any purpose whatsoever. Personal days may be taken separately or consecutively. However, the employee should whenever possible, give the Shift Commander one (1) day notice for each Personal day to be taken. A Personal day cannot be refused to any employee for any reason whatsoever except in case of riot, fire or natural disaster. In the first calendar year of employment a new employee shall accrue one (1)

Personal day at the end of each fourth month of employment or major portion thereof and severance pay shall be calculated based on this policy. Personal days may not be accumulated from year to year.

Personal days may not be taken on December 24th, 25th, 31st, and January 1st except in cases of personal hardship and with the approval of the Shift Commander.

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

It is understood and agreed that this Bereavement Leave will be communicated to the Shift Commander by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) calendar days next following the day of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days. In the event the funeral does not take place within the three (3) day period immediately following the death, the Jail Officer will be entitled to any three days off with pay from his regular work schedule, one of which will include the day of the funeral.

XVI. VACATIONS: All employees shall be granted vacation leave based upon the following schedule from the dates they are hired:

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

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

B. Vacation time accumulation will be based on Civil Service Rules.

C. NOTICE - All Jail Officers will communicate to the Shift Commander their intentions to use vacation leave. Proper notice will consist of one days notice for each vacation day to be used.

D. The necessity for overtime in order to schedule a particular vacation will have no bearing on said vacation schedule. However, no more than 25% of Officers or two Lieutenants can be scheduled at any given time.

E. No vacations will be scheduled between December 23rd to January 2nd of the following year and in addition, the regular working schedule will be maintained.

F. When selecting vacation time, seniority will be a primary consideration of selection.

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

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave. When a holiday occurs during a period of sick leave the Officer shall have the option of either retaining the sick day and losing the holiday pay, or, losing the sick day and receiving the holiday pay.

Whenever possible there will be a minimum of a two (2) hour call in time when an employee is unable to report for duty. However, when this is not possible, the employee will provide a written explanation to the Warden and Sheriff or Undersheriff.

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

XVIII. INJURY LEAVE: All of the requirements of N.J.S. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex 4-2.4 and 4-2.6 or any amendment or supplement thereto.

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

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

XXI. GRIEVANCE PROCEDURE:

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

2. A grievance is defined as any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken against him which violates any right arising out of his employment. During a grievance meeting the primary concern will be the intent of the negotiators representing the County and the Association when the agreement was reached.

3. All grievances shall be processed as follows:

a. They shall be discussed with the employee(s) involved and the Association Representatives with the immediate Superior, designated by the Sheriff. The answer shall be made within three (3) days by such Superior to the local.

b. If the grievances are not settled through Step 1, the same shall be reduced to writing by the Association employee(s) and submitted to the Sheriff or any person designated by him, and the answer to such grievance shall be made in writing with a copy to the Local within five (5) working days of their submission.

c. If the grievances are not settled by steps 1 and 2, then the Local shall have the right to submit such grievances to the Middlesex County Personnel Director. A written answer to said grievance shall be served upon the Local within five (5) working days after submission.

4. If the grievances are not settled by steps 1, 2 and 3, then the Association within ten (10) working days after a written decision (Step 3) shall have the right to submit only such grievances which are claimed violations, misinterpretations or misapplication of the terms of this agreement and the referenced policies directly affecting them (the Association) to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The Arbitrator appointed

shall have full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be advisory on both parties. The cost of the Arbitrator and his expenses shall be borne equally by both parties unless otherwise noted.

5. Nothing herein shall prevent any employee, (Officer) from processing his own grievance providing the Local Representative is aware of the grievance.

6. On all hearings and Grievances the P.B.A. President or his designee plus the aggrieved will be present. The Employer does not have the right to hold a meeting or a hearing of any kind without the presence of the P.B.A. President or his designee.

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

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

XXII. EMPLOYEE'S RIGHTS:

1. Posting of Jobs

All job vacancies in the Sheriff's Department shall be posted on the necessary bulletin boards for a period of at least two weeks.

a. Written application for these jobs or vacancies will be submitted on forms provided by the employer and distributed as follows:

1. One copy to be retained by Officer applying.
2. One copy to Department Head.



3. One copy to the Sheriff.

4. One copy to the Association.

b. In the selection of an applicant seniority will be given prime consideration.

c. The applicant selected will be notified in writing and assigned within two weeks following termination of the posting period.

d. The employer has the right to temporarily fill a new job or vacancy pending results of posting.

e. Expired posted notices will be retained by the Employer for three (3) months.

2. Non Discrimination

The Employer will not discriminate against any employee because of his exercise of his rights to form, join, organize or support the P.B.A. or to refrain from any such activity.

3. Transfer Benefits

When an Officer is transferred and/or reassigned to another section or department of the County, he shall retain his accumulated sick leave, vacation, unused personal days and County Seniority without prejudice.

4. Personnel File

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

B. Any jail 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.

C. No documents shall be entered in a jail officers personnel file that fall within the following categories:

1. Any accusation that does not result in a hearing and finding of guilty.
2. Departmental investigations and/or hearings that do not result in a finding of guilty.
3. Departmental hearings that result in a finding of guilty but are overturned by Civil Service appeal or judicial review.
4. Any other adverse action against a jail officer that is overturned by Civil Service appeal, P.E.R.C. ruling, or judicial review.
5. Any adverse action against a jail officer which is processed through the grievance procedure where such grievance is upheld.
6. Any letter, statement, report or other document that implies a wrong doing or inefficiency by a jail officer where such wrong doing or inefficiency is not substantiated by a hearing and finding of guilty except in cases of written reprimands.
7. The Sheriff retains his right to maintain all documents that fall within the above categories in cases pending final disposition and/or appeal.

D. All personnel file entries concerning written reprimands will be removed from the officers personnel file twelve months from the date of entry.

E. Nothing shall be entered in any jail officers personnel file, for any reason whatsoever, unless that Officer receives a copy of that document.

5. Transfer Reassignment

Written notice will be provided to the Association upon transfer or reassignment of any employee covered by this agreement.

6. Superior Officers Rights

In order to promote consistency, pinpoint responsibility and define clearcut lines of authority only one Shift Commander will be assigned to each shift. Should two Lieutenants be assigned to the same shift, seniority will determine who is the Shift Commander.

7. Seniority Rights

Seniority will be the deciding factor in all conflicts and disputes arising between Officer and Officer and/or Superior Officer and Superior Officer. Unless such situation is otherwise covered by this Agreement or by the Department of Civil Service Rules. In no case will a Captain be subject to the orders of a Lieutenant or lower rank. In no case will a Lieutenant be subject to the orders of a Sergeant or lower rank. In no case will a Sergeant be subject to the orders of an Officer. In cases of equal rank, seniority will determine whose orders will prevail.

8. Shift Commander (Lieutenant

Under the direction of the Warden or Deputy Wardens the Shift Commander will be responsible for the safe and efficient operation of the Jail during his tour of duty. He will supervise the activities of the Jail, the conduct of the inmate population, and the Officers under his command. He will be responsible for the training of all new Officers placed under his command.

XXIII. WORKING CONDITIONS:

1. Meals:

It is agreed and understood that meals will be provided, as in past practice, by the County at no expense to the employees. No Officer will be required to prepare any meals. Lunch and break periods will be defined and include, the following:

a. The 8:00 a.m. to 4:00 p.m. shift will receive a one half ( $\frac{1}{2}$ ) hour, uninterrupted, lunch break from 11:00 a.m. to 1:00 p.m. During this shift each employee will also receive a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon.

b. The 4:00 p.m. to 12:00 p.m. shift will receive a one ( $\frac{1}{2}$ ) hour uninterrupted dinner period from 4:30 p.m. to 5:30 p.m. During this shift each employee will also receive a one half ( $\frac{1}{2}$ ) hour snack break between 8:00 p.m. to 9:00 p.m. Coldcuts and coffee will be provided during this period.

c. The 12:00 p.m. to 8:00 a.m. shift will receive a one half ( $\frac{1}{2}$ ) hour uninterrupted dinner period from 12:30 a.m. to 1:30 a.m. During this shift each employee will also receive a one half ( $\frac{1}{2}$ ) hour snack break between 5:00 a.m. and 6:00 a.m. Coldcuts and coffee will be provided during this period.

## 2. SHIFT MAKEUP

In order to insure the safety of the Officers, the security of the institution as well as the efficient operation of the institution, certain minimum standards must be met with regard to personnel deployment.

The following list represents the minimum staffing requirements:

### Monday-Friday

8:00 a.m. to 4:00 p.m.

1 Lieutenant and/or Deputy Warden  
8 Sheriff's/Correction Officers

4:00 p.m. to 12:00 p.m.

1 Lieutenant and/or Deputy Warden  
5 Sheriff's/Correction Officers

12:00 p.m. to 8:00 a.m.

1 Lieutenant and/or Deputy Warden  
5 Sheriff's/Correction Officers

### Weekends

Saturday: 1 Lieutenant or Deputy Warden  
5 Sheriff's/Correction Officers

Sunday: 1 Lieutenant or Deputy Warden  
8 Sheriff's/Correction Officers

1 Lieutenant or Deputy Warden  
5 Sheriff's/Correction Officers

1 Lieutenant or Deputy Warden  
5 Sheriff's/Correction Officers

3. PERPETUAL WORK SCHEDULE FOR SHERIFF'S OFFICERS/CORRECTION  
OFFICERS ASSIGNED TO THE MIDDLESEX COUNTY JAIL

The attached work schedule is perpetual in nature because it repeats itself every 112 days. Days off rotate every 28 days as follows:

Monday/Tuesday  
Wednesday/Thursday  
Friday/Saturday  
Saturday/Sunday

In order to facilitate space the schedule shows numbers rather than names. Each Officer is assigned a corresponding number.

| <u>12-8 Shift</u> | <u>8-4 Shift</u> | <u>4-12 Shift</u> |
|-------------------|------------------|-------------------|
| 1                 | 8                | 19                |
| 2                 | 9                | 20                |
| 3                 | 10               | 21                |
| 4                 | 11               | 22                |
| 5                 | 12               | 23                |
| 6                 | 13               | 24                |
| 7                 | 14               | 25                |
|                   | 15               | 26                |
|                   | 16               |                   |
|                   | 17               |                   |
|                   | 18               |                   |

Each Officer will retain his assigned number only as long as he remains on his regular shift as indicated above. Should an Officer bid on and receive a shift change, as allowed for under the Job Posting/Bidding section of this agreement, he will be assigned the number that was assigned to the Officer whom he replaced on his new shift. It is understood and agreed that when an Officer enters a new shift his days off will be adjusted to correspond with the new number he is assigned.

Further adjustments will be made as required to insure that neither the Employer nor the Officer loose time as a result of the shift change.

There will be no deviation from this work schedule, permanent or temporary, for any reason other than those listed below:

1- Two Officers mutually agree to a temporary schedule change and have the approval of their respective Shift Commanders.

2- An Officer successfully bids on a vacant or newly created position on a shift other than his own. Details of the bidding procedure are spelled out under the Job Posting/Bidding section of this Agreement.

3- An emergency exists at the County Jail as defined by this Agreement.

4- Schedule changes requests will be routinely granted by the Shift Commander unless an emergency situation exists as defined in this Agreement.

5- Whenever an emergency is declared, the Warden or his designee will provide the Association with a reasonable written explanation of said emergency. Such written explanation shall be provided no later than three working days following such emergency.

6- The bumping system will not be used. Seniority will not be a valid reason for a shift change except when an opening becomes available. When an opening exists on a shift any interested Officer may bid on that assignment by filing a written notice of interest with the Warden. The Warden will post any vacancy's that exist in a conspicuous place at least one week in advance unless an emergency is declared. This emergency situation will only be temporary and subject to Section 5 of this agreement.

|      | Mon.     | Tues.    | Wed.     | Thurs.   | Fri.     | Sat.     | Sun.     |
|------|----------|----------|----------|----------|----------|----------|----------|
|      | 2-3      | 2-3      | 1-3      | 1-3      | 1-2      | 1-2      | 1-2      |
| 12-8 | 4-5      | 4-5      | 5-6      | 5-6      | 4-5      | 4-7      | 3-4      |
|      | 6        | 6        | 7        | 7        | 6-7      |          | 7        |
|      | 9-11     | 9-11     | 8-9      | 8-9      | 8-10     | 8-10     | 8-9-10   |
| 8-4  | 12-13    | 12-13    | 10-11-13 | 10-11-13 | 11-12-13 | 12-14    | 12-14    |
|      | 14-15    | 14-15    | 16-17    | 16-17    | 14-15    | 15-18    | 15-16    |
|      | 16-17    | 16-17    | 18       | 18       | 18       |          | 17-18    |
|      | 19-21-22 | 19-21-22 | 20-21-22 | 20-21-22 | 19-20-21 | 19-20-23 | 19-20-22 |
| 4-12 | 23-25    | 23-25    | 24-25    | 24-25    | 23-24    | 24       | 23-24    |
|      | 26       | 26       | 26       | 26       | 26       |          | 25       |

|      | Mon.   | Tues.  | Wed.   | Thurs. | Fri.   | Sat.  | Sun.  |
|------|--------|--------|--------|--------|--------|-------|-------|
|      | 1-2    | 1-2    | 2-3    | 2-3    | 1-3    | 1-5   | 1-2   |
| 12-8 | 3-4    | 3-4    | 4-5    | 4-5    | 5-6    | 6-7   | 4-5   |
|      | 7      | 7      | 6      | 6      | 7      |       | 6-7   |
|      | 8-9-10 | 8-9-10 | 9-11   | 9-11   | 8-9    | 8-10  | 8-10  |
|      | 12-14  | 12-14  | 12-13  | 12-13  | 10-11  | 11-13 | 11-12 |
| 8-4  | 15-16  | 15-16  | 14-15  | 14-15  | 13-16  | 18    | 13-14 |
|      | 17-18  | 17-18  | 16-17  | 16-17  | 17-18  |       | 15-18 |
|      | 19-20  | 19-20  | 19-21  | 19-21  | 20-21  | 20-21 | 19-20 |
| 4-12 | 22-23  | 22-23  | 22-23  | 22-23  | 22-24  | 24-26 | 21-23 |
|      | 24-25  | 24-25  | 25-26  | 25-26  | 25-26  |       | 24-26 |
|      | Mon.   | Tues.  | Wed.   | Thurs. | Fri.   | Sat.  | Sun.  |
|      | 1-2    | 1-2    | 1-2    | 1-2    | 2-3    | 3-5   | 1-3   |
|      | 4-5    | 4-5    | 3-4    | 3-4    | 4-5    | 6     | 5-6   |
| 12-8 | 6-7    | 6-7    | 7      | 7      | 6      |       | 7     |
|      | 8-10   | 8-10   | 8-9-10 | 8-9-10 | 9-11   | 9-11  | 8-9   |
| 8-4  | 11-12  | 11-12  | 12-14  | 12-14  | 12-13  | 13-16 | 10-11 |
|      | 13-14  | 13-14  | 15-16  | 15-16  | 14-15  | 17    | 13-16 |
|      | 15-18  | 15-18  | 17-18  | 17-18  | 16-17  |       | 17-18 |
|      | 19-20  | 19-20  | 19-20  | 19-20  | 19-21  | 21-22 | 20-21 |
| 4-12 | 21-23  | 21-23  | 22-23  | 22-23  | 22-23  | 25-26 | 22-24 |
|      | 24-26  | 24-26  | 24-25  | 24-25  | 25-26  |       | 25-26 |
|      | Mon.   | Tues.  | Wed.   | Thurs. | Fri.   | Sat.  | Sun.  |
|      | 1-3    | 1-3    | 1-2    | 1-2    | 1-2    | 2-3   | 2-3   |
| 12-8 | 5-6    | 5-6    | 4-5    | 4-5    | 3-4    | 4     | 4-5   |
|      | 7      | 7      | 6-7    | 6-7    | 7      |       | 6     |
|      | 8-9    | 8-9    | 8-10   | 8-10   | 8-9-10 | 9-12  | 9-11  |
| 8-4  | 10-11  | 10-11  | 11-12  | 11-12  | 12-14  | 14-15 | 12-13 |
|      | 13-16  | 13-16  | 13-14  | 13-14  | 15-16  | 16-17 | 14-15 |
|      | 17-18  | 17-18  | 15-18  | 15-18  | 17-18  |       | 16-17 |
|      | 20-21  | 20-21  | 19-20  | 19-20  | 19-20  | 19-22 | 19-21 |
| 4-12 | 22-24  | 22-24  | 21-23  | 21-23  | 22-23  | 23-25 | 22-23 |
|      | 25-26  | 25-26  | 24-26  | 24-26  | 24-25  |       | 25-26 |

PERPETUAL WORK SCHEDULE FOR LIEUTENANTS ASSIGNED TO THE  
MIDDLESEX COUNTY JAIL:

The attached work schedule is perpetual in that it repeats itself every 84 days. Days off change every 28 days as follows:

Lt. H. Clark.....Thursday/Friday  
Thursday/Sunday  
Saturday/Sunday

Lt. R. Johnson.....Monday/Tuesday  
Saturday/Sunday  
Monday/Tuesday

Lt. S. McCall.....Saturday/Sunday  
Monday/Tuesday  
Thursday/Friday

Lt. J. Maker.....Saturday/Sunday  
Monday/Tuesday  
Thursday/Friday

Lt. C. Manfre.....Wednesday/Thursday  
Friday/Saturday  
Saturday/Sunday

There will be no deviation from this work schedule, permanent or temporary, for any reason other than those listed below:

1- Two Superior Officers (Lieutenants) mutually agree to a temporary schedule change.

2- A Superior Officer successfully bids on a vacant or newly created position on a shift other than his own. Details of the bidding procedure are spelled out under the Job Posting/Bidding section of this Agreement.

3- An emergency exists at the County Jail as defined by this Agreement.

Emergency situation due to lack of available Superior Officers for duty:

When there is an insufficient number of Superior Officers (Lieutenants) available, for whatever reason, to work the three daily shifts at the County Jail, the Warden or Sheriff/Undersheriff may declare an emergency situation providing the overtime list for Superior Officers (Lieutenants) has been exhausted for each shift requiring coverage.



Once an emergency situation has been declared, those Lieutenants refusing to work overtime may be ordered to work overtime in order to provide coverage for each shift.

When there are two Lieutenants, two Lieutenants and a Deputy Warden, or one Lieutenant and a Deputy Warden assigned to any one shift and one Lieutenant, two Lieutenants, or one Lieutenant and the Deputy Warden report off sick or are removed from the schedule for any other reason, replacement need not be a Lieutenant or Deputy Warden since one Lieutenant and/or Deputy Warden remains on duty.

When only one Lieutenant is assigned to a shift with no Deputy Warden on duty and that Lieutenant reports off sick or is removed from the work schedule for any other reason, that Lieutenant will be replaced with a Lieutenant.

When a Deputy Warden is assigned to a shift with no Lieutenant on duty and that Deputy Warden reports off sick or is removed from the schedule for any other reason, he will be replaced by a Lieutenant.

4. Schedule change requests will be routinely granted by the Shift Commander unless an emergency situation exists as defined by this Agreement.

5. Whenever an emergency is declared, the Warden or his designee will provide the Association with a written explanation of said emergency. Such written explanation shall be provided no later than three working days following such emergency.

6. The bumping system will not be used by Superior Officers to secure a shift change. Seniority will not be a valid reason for a shift change except when an opening on another shift exists. When an opening exists on a shift, any interested Superior Officer may bid on that assignment by filing a written notice of interest with the Warden. The Warden will post any such vacancies that may exist in a conspicuous place within the Jail at least one week prior to any temporary or permanent appointment to such vacancy unless an emergency is declared. Such emergency appointment will be temporary and subject to Section 5 of this Agreement.

|           | 12-8     | 8-4            | 4-12            |   |
|-----------|----------|----------------|-----------------|---|
| MONDAY    | MANFRE   | MCCALL/MAKER   | H. CLARK        | <u>OFF WEEK-ENDS</u><br>MCCALL/MAKER    |
| TUESDAY   | MANFRE   | MCCALL/MAKER   | H. CLARK        | <u>SWING MAN</u>                        |
| WEDNESDAY | JOHNSON  | MCCALL         | H. CLARK/MAKER  | JOHNSON                                 |
| THURSDAY  | JOHNSON  | MCCALL         | MAKER           |   |
| FRIDAY    | MANFRE   | JOHNSON/MCCALL | MAKER           |   |
| SATURDAY  | MANFRE   | JOHNSON        | H. CLARK        |   |
| SUNDAY    | MANFRE   | JOHNSON        | H. CLARK        |   |
| MONDAY    | MANFRE   | JOHNSON        | H. CLARK        | <u>OFF WEEK-ENDS</u><br>JOHNSON         |
| TUESDAY   | MANFRE   | JOHNSON        | H. CLARK        | <u>SWING MAN</u>                        |
| WEDNESDAY | MANFRE   | JOHNSON/MCCALL | H. CLARK/MAKER  | H. CLARK                                |
| THURSDAY  | MANFRE   | JOHNSON/MCCALL | MAKER           |   |
| FRIDAY    | H. CLARK | JOHNSON/MCCALL | MAKER           |   |
| SATURDAY  | H. CLARK | MCCALL         | MAKER           |   |
| SUNDAY    | MANFRE   | MCCALL         | MAKER           |   |
| MONDAY    | MANFRE   | MCCALL/MAKER   | H. CLARK        | <u>OFF WEEK-ENDS</u><br>H. CLARK/MANFRE |
| TUESDAY   | MANFRE   | MCCALL/MAKER   | H. CLARK        | <u>SWING MAN</u>                        |
| WEDNESDAY | MANFRE   | JOHNSON/MAKER  | H. CLARK/MCCALL | MAKER                                   |
| THURSDAY  | MANFRE   | JOHNSON        | H. CLARK        |   |
| FRIDAY    | MANFRE   | JOHNSON        | H. CLARK        |   |
| SATURDAY  | MAKER    | JOHNSON        | MCCALL          |   |
| SUNDAY    | MAKER    | JOHNSON        | MCCALL          |   |

XXIV. SAVINGS CLAUSE: It is mutually understood and agreed that all benefits and past practices currently enjoyed by employees covered by this Agreement shall remain in effect and become a part of this Agreement.

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

It is understood and agreed that any necessary interpretation of this contract will be made by the Employer's Labor Relations Specialist. P.B.A. Representatives retain the right of the grievance procedure in such matters.

XXVI. NO STRIKE, NO LOCK-OUT: Neither the Association nor the Employer or Employee shall instigate, sponsor, promote, engage in or condone any strike, concerted work stoppage, lock-out or any other intentional interruption of work. In accordance with New Jersey Statutes Annotated, Constitution of the State of New Jersey, Article 1, Paragraph 19.

XXVII. DURATION OR CONTRACT: It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1, 1978 until December 31, 1978.

It is understood and agreed that the language of this Contract will remain in effect until the signing of a new Agreement. It is further understood and agreed that Section III herein will remain the same pending the signing of a new Agreement.

This Agreement may be reopened by either party for the 1979 contract negotiations upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 1978.

COUNTY OF MIDDLESEX

By Its's Board of Chosen Freeholders:      ATTEST:

Thomas J. Molyneux  
Thomas J. Molyneux, Director

Mary C. Hudson  
Mary C. Hudson, Clerk

Joseph DeMarino  
Joseph DeMarino, Sheriff

Stanley Marcinczyk  
Stanley Marcinczyk, Undersheriff

Robert Rittenhouse  
Robert Rittenhouse, President  
P.B.A. #219

Leonard Muuss  
Leonard Muuss, Chairman  
P.B.A. #219

Rudolph Johnson  
Rudolph Johnson, Negotiator  
Superior Officers Representative  
P.B.A. #219

2-0087

12-00

THIS BOOK DOES  
NOT CIRCULATE

1978

Jail Guards

AUTHORIZING APPROVAL OF LABOR AGREEMENT WITH POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 219 (P.B.A. #219)

file #2563

WHEREAS, the Policemen's Benevolent Association, Local No. 219 (P.B.A. #219) is the exclusive bargaining agent for the Sheriff's Department of the County of Middlesex Jail; and

WHEREAS, said P.B.A. #219 and Representatives of the County of Middlesex have completed Labor Negotiations pursuant to Chapter 303, Laws of 1968 of the State of New Jersey (Public Employment Relations Commission); and

WHEREAS, agreement concerning wages and working conditions has been reached between Representatives of the County of Middlesex and the Representatives of P.B.A. #219, which Labor Agreement is attached hereto and is effective from January 1, 1978 to December 31, 1978 covering the following parties:

P.B.A. #219, the Sheriff of the County of Middlesex and the County of Middlesex, and which amends the previous contract between said parties; and

WHEREAS, said agreement is in the best interests of the County of Middlesex;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the 1978 Labor Agreement between P.B.A. #219, the Sheriff of the County of Middlesex and the County of Middlesex, which agreement is attached hereto, shall be and is hereby approved; and

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to execute said agreement with the above mentioned parties on behalf of the County of Middlesex and the Clerk of this Board shall be and is hereby authorized to attest said agreement and to affix thereto the corporate seal of

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the County of Middlesex; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and be retroactive to January 1st, 1978; and

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

JOHN J. ROONEY, CHAIRMAN  
DEPT. OF FINANCE & ADMINISTRATION

DATED: April 20, 1978

Approved as to form and legality:

EMA

*Herman P. Hoffman*  
County Counsel

I, Mary C. Hudson, Clerk of the Board of Chosen Freeholders of the County of Middlesex and State of New Jersey, do hereby certify that the above is a true copy of a resolution adopted at a meeting of the Board held on APR 20 1978  
*Mary C. Hudson*  
Clerk