

AGREEMENT
BETWEEN
COUNTY OF MIDDLESEX
AND
THE CORRECTION OFFICERS OF THE MIDDLESEX COUNTY
DEPARTMENT OF ADULT CORRECTIONS, PBA LOCAL NO. 152
1994-1995

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AGREEMENT

0.00 PREAMBLE

0.01

THIS AGREEMENT, made this *19th* day of *October 1995* by and between the COUNTY OF MIDDLESEX, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer" and THE CORRECTION OFFICERS OF THE MIDDLESEX COUNTY DEPARTMENT OF ADULT CORRECTIONS, PBA LOCAL NO. 152, hereinafter referred to as the "PBA".

0.02

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

0.03

NOW, THEREFORE, it is agreed as follows:

1.00 EMPLOYEES' BASIC RIGHTS

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

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

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 Departmental 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 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 Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capital cost of services rendered by the Union as majority representative.

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

(C) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the County a list of those employees who have not become members of the Union for the then current membership year. The County will deduct from the salaries of such employees, in accordance with Paragraph (D), the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

(D) The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

- (1) - 10 days after receipt of the aforesaid list by the County; or
- (2) - 20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position, whichever is later.

(E) If an employee who is required to pay a representation fee terminates his or her employment with the County before the Union has received the full amount of the representation fee to which it is entitled under this Article, the County will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

(F) Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

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

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

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

- 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 annul 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 No. 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 Officer" 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 Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association activities.

6.02 A. 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 two (2) days each for the President and two (2) delegates shall be granted for the New Jersey State 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 who shall be excused from normal duties for the amount of time reasonably required for the scheduled 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) Union 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 representative 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 and one (1) County Conference Meeting which is 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 meeting when these meetings interfere with his work schedule. Reasonable notice is to be given to the Warden or his designee.
- 6.08 G. The Union President shall be excused from duty to attend 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 or his designee.
- 6.09 H. Each January 1, the PBA shall accrue a time bank of 60 hours for use each year. The purpose of the time bank is to allow Union officers paid time off to attend professional conferences and seminars related to corrections and/or labor relations or to conduct other Union business.

7.00 PRESERVATION OF RIGHTS, DUTIES AND OBLIGATIONS

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

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

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 Officer with the necessary means for the defense of such action or proceeding but not for 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 Association all relevant data, which is reasonably available to it, the Association may require to bargain collectively.

9.02 The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by employees, the total number of injuries on duty 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".

The pay scale as negotiated and illustrated pursuant to an arbitrator's recommendation and as understood by both parties is to be the pay schedule that was intended and designated for paying the Correction Officers as they progress through the salary table to reach their maximums.

It is further agreed to and understood that the affected employees must serve a period of five (5) years of continuous service 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.

- 10.02 The base salary for the contract years 1994 and 1995 shall be retroactive to the dates as outlined in the arbitrator's recommended settlement as set forth in Appendix "A" annexed.
- 10.03 Salaries shall be paid biweekly. Whenever possible, all salary checks and other disbursements by checks or drafts, shall be given to the employees on the Thursday of each pay period after 3:00 p.m. Payment for holidays which fall on the Friday following the regularly scheduled Thursday 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 work day tour shall be in accordance with the scheduled tours of duty, which shall include thirty (30) minutes of meal time 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 work day shall be based upon the utilization of the schedule postings and the assignments therein.
- 11.03 Work in excess of the employee's basic work week 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 (24) 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 back 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 employee's 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 employee's 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 work day or work week 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 work day or week which 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 A. Effective January 1, 1995, no more than seven (7) compensatory days can be earned in any one calendar year, six (6) of which may be earned for working regular overtime and one (1) of which may be earned when assigned to training in any one calendar year.
- 11.07 B. Third shift Officers shall be able to use seven (7), ten (10) hour compensatory days because these Officers work ten (10) hour shifts per day.
- 11.08 C. 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.
- 11.09 D. Compensatory time can only be taken in blocks of eight (8) hours if an employee works the first or second shift or in blocks of ten (10) hours if an employee works the third shift.

- 11.10 E. 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.

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.

11.11 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. The employee working overtime will receive an additional hour of overtime should the situation occur.

11.12 SHIFT DIFFERENTIAL

Employees working the second shift (3 p.m. to 11 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 8 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 actual working such shifts in accordance with the scheduled hours and differentials 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, 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, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies arising out of his performance of duty.
- 13.02 All such required off duty court time shall be considered as overtime and shall be compensated at time and one-half.
- 13.03 When an employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, reasonable travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, provided, however, that such travel time shall be computed between the Employer's headquarters (Correction Center) and the pertinent Court or Administrative Body.
- 13.04 The amount of overtime to which an employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the employee's entitlement to overtime under this Article shall not be less than four (4) 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 is the Basic Corrections training course requirement and any other voluntary special training courses.**
- 14.04 The Employer may adjust the employee's tour of duty to cover school hours.**
- 14.05 The Employer further agrees to maintain its assistance for employees attending institutions of higher learning in 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) hour 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 hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof.
- 16.02 Any work hours added but connected to a regular work shift, be it at the beginning of a shift (early start) or at the conclusion of a shift (hold over) shall not constitute call back time.

17.00 PRIORITY FOR OVERTIME

- 17.01** Overtime for regularly scheduled shifts and details will be offered to regular full-time employees of the Department in an order of preference based upon a rotating seniority roster.
- 17.02** There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interests of the Employer to bypass an employee or employees on the seniority list.
- 17.03** While this Agreement contemplates the possibilities noted in Section 17.02, it is agreed and understood that such bypassed employee or employees must become next on the list for the 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 shift 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 A. 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 (12) months thereafter, the new Officer will receive twenty dollars (\$20.00) per month uniform maintenance allowance.

20.04 Starting with the 13th month following a date of hire, the new Officer will receive fifty-four dollars and sixteen cents (\$54.16) per month as a uniform purchase and maintenance allowance. Thereafter, they will receive six hundred and fifty dollar (\$650.00) yearly as an annual uniform purchase and maintenance allowance.

20.05 B. 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 - Cloth Jacket)
7. One (1) Winter Coat (Men - Leather 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 C. All payments for uniform purchase and maintenance, pro-rata or otherwise, will be paid in December of each year.

- 20.07 D. 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 fifty-four dollars and sixteen cents (\$54.16) per month, whichever is applicable, for each month less than the year.
- 20.08 E. It is understood and agreed that the six hundred and fifth dollars (\$650.00) payment is for the purpose of maintenance and purchase of the uniform inventory as described in Subsection B (20.05).
- 20.09 F. 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 issue will be maintained by the Correction Officer.
- 20.10 G. 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 H. 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.

20.01 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 day.

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	Twelve working days during each year of service
Six to nine years	Fifteen working days during each year of service
Ten to twelve years	Sixteen working days during each year of service
Thirteen to twenty years	Twenty working days during each year of service
Twenty-first year or more	Twenty-five working days during each year of service

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

22.05 Vacation time accumulation will be based on the New Jersey State Department of Personnel ruling 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 and D annexed. Also to be observed are any other holidays declared by legally constituted authorities of the County, State and Federal Government, provided said holiday has been recognized by the Board of Chosen Freeholders.
- 23.02 If any holiday 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 appropriated 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.
- 24.02 Days lost due to injury arising out of or caused by County employment for which the employee has a compensable claim for Worker's Compensation shall not be charged to sick leave.
- 24.03 Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.
- 24.04 A new employee shall earn sick leave at a rate of one and one-quarter (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 [\$15,000]) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with Resolution #2002-B adopted by the Board of Chosen Freeholders on May 19, 1977.

25.02 YEARLY SICK TIME BUYOUT

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

Payment may be made in the amount of one 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 30th of 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 Workers' 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 report(s) 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 in Section 26.01.
- 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 procedures 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 I-I, Employee's First Report, may be phoned in to the Personnel Department, telephone numbers 745-3397 or 745-4224. Compensability will be determined by telephone with Rasmussen Agency with final confirmation taken from all required forms. Whenever possible, Forms L and I-I 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.

29.00 LEAVE OF ABSENCE

29.01 All permanent full-time employees covered by the terms of this Agreement may be granted a leave of absence without pay in accordance with N.J.A.C. 4A:6-1.1.

4A:6-1.1 General Provisions

(a) In local service, appointing authorities shall set types of leaves and procedures for leaves 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); convention 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 union leave pursuant to N.J.A.C. 4A:6-1.16.

4A:6-1.10 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 union 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 or employee of the State, or of a county or municipality serving in office, position, or employment under ad interim or temporary appointment, who is a member of the National Guard, Naval Militia, Air National Guard, or of a reserve component of any of the Armed Forces of the United States, shall be entitled to leave of absence from his duties not to exceed thirty days in the aggregate in any one year, while engaged in field training, as follows:

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

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

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

31.00 MEDICAL BENEFITS

31.01 Medical benefits for all full-time and eligible part-time employees and employee's 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 Union and upon a prior notice to the employee organization so long as equivalent coverage is provided. Prior approval by the Union shall not be unreasonably withheld. The Employer shall provide the Union ninety days notice of the specifics of any change including the plan documents.

31.02 Health Maintenance Organization (H.M.O.) - Several Health Maintenance Organizations are available to the employee as an alternate to Traditional Medical Coverage, and Major Medical. The County will contribute the same amount toward H.M.O. coverage as it contributed toward traditional coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on type of coverage.

31.02 Dental Plan - All full-time and part-time eligible employees shall be covered by either the Dental Plan or HealthFlex Plan at the following rates:

	<u>Single</u>	<u>Modified</u>	<u>Family</u>
Delta	\$0.00	\$9.12	\$31.74
HealthFlex	\$1.36	\$8.00	\$ 9.80

31.04 Drug Prescription Plan - The employee co-pay for brand prescriptions shall be \$3.00 per prescription. When generic brands of prescription are used, there is no co-pay required of the employee.

32.00 VISION CARE PROGRAM

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

Eye Examination	\$50.00
Lenses & Frames Combined or Contact Lenses	\$60.00

This reimbursement shall not exceed and is limited to a total of \$110.00 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 any 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 Office shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon written request. A designated Superior Officer and the Representative of the Association may be present when requested by the Officer concerned.
- 36.07 No documents shall be entered in a Correction personnel file that fall within the following categories:

A. All accusations and written reprimands entered in an Officer's personnel file shall be removed from the Officer's personnel file twelve (12) months from the date of entry provided no 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 no other similar suspensions or fines follow within the said twenty-four (24) month period.

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

B. Departmental investigations and/or hearings that do not result in a fine 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 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 Association 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 employee(s) 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(s) and the Association Representatives with the Superior Officer within thirty (30) working days after the employee or Association becomes aware of the event. The answer shall be made within three (3) working days of said Superior Officer to the Association.

B. If the grievances are not settled through Step A, the same shall be reduced to writing by the Association employee(s) 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 Association 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 Association(s) 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 Local 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 Association Representative must sign their individual or class grievances. Grievances without an employee signature shall not be accepted or processed.

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

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

37.05 E. Arbitration

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

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

3. It is the intent of the parties that no matter in dispute that is subject to the review and/or 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 Association 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 preceding step shall be deemed to be conclusive. Failure of the Employer to respond at any level of the grievance

procedure within the provided time limits shall be considered a denial of the grievance. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

- 37.06 F. The expense of an arbitration shall be borne equally by the parties. Legal fees and other costs shall be borne by each party who incurs said legal fees and other costs.
- 37.07 G. Any issue concerning retroactivity considered by the parties is a factor to be considered and resolved by the Arbitrator in deeming a remedy.
- 37.08 H. The President or State Delegate of the Association may process grievances during working hours upon prior request of his immediate supervisor as long as the processing does not interfere with the smooth functioning of the Department.

38.00 PENSION

- 38.01 The Employer shall continue to provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.
- 38.02 The Employer will continue to pay to the appropriate Police Retirement Fund all appropriate amounts which the Fund will accept on account of any payments made to employees pursuant to this Agreement.
- 38.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

39.00 SAVINGS CLAUSE

- 39.01 It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become merged in this Agreement.
- 39.02 It is understood and agreed that all common policy fringe benefits emanating from a County policy pursuant to a Board of Chosen Freeholders decision, will accrue to the employees of PBA Local No. 152 over and above current contract.
- 39.03 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- 39.04 If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal 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 Union nor the employees or Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock-out. In the event that any person violated the terms of the no-strike clause, the public Employer shall have right to discharge or otherwise discipline such person subject to the employee's right of arbitration. In the event that arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

41.00 OFF-DUTY POLICE ACTION

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

41.02 2A:154-3. COURT ATTENDANTS, SHERIFF'S OFFICERS AND COUNTY CORRECTION OFFICERS AS PEACE OFFICERS

All 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 by virtue of such appointment and in addition to any other power or authority, be empowered to act as officers for the detection, apprehension, arrest and conviction of offenders against the law.

Amended by L. 1968, c. 326,1, eff. Nov. 4, 1968;
L. 1968, c. 398,1, eff. 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 Association.

49.02 Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the Association before they are established.

49.03 Changes mandated by State or Federal Law shall control the parties where appropriate.

50.00 ECONOMY LAYOFFS

50.01 The Employer agrees that in the event of employee layoffs for bonafide economy reasons with good faith demonstrated on the part of the Employer to the Association, the layoffs shall be on the basis of seniority, beginning with temporary help, then provisional employees, and 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 Association 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 Rules and Regulations and applicable laws, the Employer will notify the Association that a survey is taking place and ask for recommendations and reasonably cooperate with the Association regarding said survey.

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52.00 DURATION OF CONTRACT

52.01 It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1994 until December 31, 1995 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1994. 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:



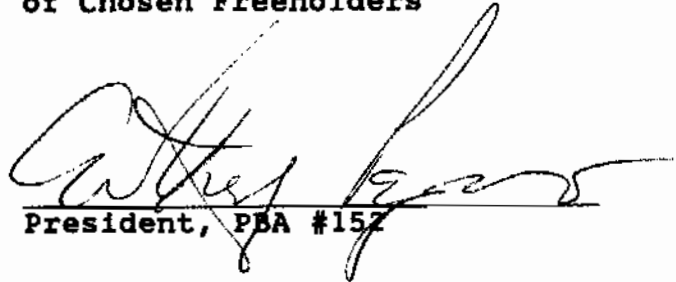
Dorothy K. Power
Clerk to the Board



David B. Crabiel, Director
of Chosen Freeholders



PBA #152 Representative



President, PBA #152



APPENDIX "A"

WAGE INCREASE - 1994

Effective 1-1-94 - 6-30-94	12-31-94 maintain base salary as of 12-31-93
Effective 7-1-94 base	4% increase to 12-31-93
Off base stipend	See explanation below

No increase to 12-31-93 training base salary; any trainee on training step during 1994 not to receive stipend.

For purpose of explanation, the max step is utilized:

1-1-94 through 6-30-94 maintain bases at \$41,721	
7-1-94 through 12-31-94 4%	\$43,390 (2% r/over)
Payout on Base (2%)	\$42,555
Off Base Stipend*	\$ 1,669
Base as of 12-21-94	\$43,390
Total % of Cash Payout	6%

***EXPLANATION AS TO OFF-BASE STIPEND:** The amount of the off base stipend will vary depending upon the salary step of an employee as the stipend is calculated on the difference between a 6% increase to the 1993 base and the 7-1-94 payout on base. Using the max step as an example: $6\% \times \$41,721 = \$44,224$ minus payout of $\$42,555 = \$1,669$.

The stipend will not be paid to any employee who moved from Step D to Step E ("the bubble step") in 1994 and 1995.

To be eligible for the off-base stipend, a bargaining unit employee must be employed as of 12-31-94 in addition to being employed on the date of the signing of the successor collective bargaining agreement.

Based on the above, the salaries for 1994 shall be as follows:

	<u>January 1, 1994</u>	<u>July 1, 1994</u>	<u>Stipend</u>
Training	\$20,860	\$20,860	\$ 0
A	\$22,947	\$23,865	\$ 937
B	\$25,033	\$26,034	\$ 1,002
C	\$27,119	\$28,204	\$ 1,085
D	\$31,291	\$32,542	\$ 1,252
E	\$41,721	\$43,390	\$ 1,669

WAGE INCREASE - 1995

Effective 3-1-95	4.5% of 7-1-94 base salary
Effective 7-1-95	.75% of 3-1-95 base salary
Effective 9-1-95	.5% of 7-1-95 base salary
Effective 12-31-95	add Step F to decrease bubble

No increase to the 1994 trainee base salary.

By way of explanation of the wage increase for 1995, max step is again used:

3-1-95 4.5% of \$43,390 (cost-3.75%)	\$45,343 (cost-\$45,017)
7-1-95 .75% (cost-.375%)	\$45,682 (cost-\$45,513)
9-1-95 .5% (cost-.166%)	\$45,911 (cost-\$45,758)
Max base salary 12-31-95 (5.81%x43,390)	\$45,911
Payout (4.29% x 43,390)	\$45,251
Rollover into 1996	1.52% (5.81%-4.29%)

12-31-95 Add Step F to decrease bubble between Steps D and E by one-half. Thus:

Step D	\$34,433
Step E	\$40,172
Step F	\$45,911

Based on the above, the salaries for 1995 shall be as follows:

		4.5%	.75%	.5%	New Step
	<u>1/1/95</u>	<u>3/1/95</u>	<u>7/1/95</u>	<u>9/1/95</u>	<u>12/31/95</u>
TR	\$20,860	\$20,860	\$20,860	\$20,860	\$20,860
A	\$23,865	\$24,939	\$25,126	\$25,252	\$25,252
B	\$26,034	\$27,206	\$27,410	\$27,547	\$27,547
C	\$28,204	\$29,473	\$29,694	\$29,843	\$29,843
D	\$32,542	\$34,006	\$34,261	\$34,433	\$34,433
E					\$40,172
F	\$43,390	\$45,343	\$45,682	\$45,911	\$45,911

APPENDIX "C"

HOLIDAYS - 1994

1.	New Year's Day	January 1st
2.	Martin Luther King's birthday	January 17th
3.	Lincoln's Birthday	February 12th
4.	Washington's Birthday	February 21st
5.	Good Friday	April 1st
6.	Memorial Day	Last Monday in May
7.	Independence Day	July 4th
8.	Labor Day	First Monday in Sept.
9.	Columbus Day	October 12th
10.	Election Day	County Day of Observance
11.	Veterans' Day	November 11th
12.	Thanksgiving Day	November 24th
13.	Friday Following Thanksgiving Day	November 25th
14.	Christmas Day	December 25th

APPENDIX "D"

HOLIDAYS - 1995

1.	New Year's Day	January 1st
2.	Martin Luther King's Birthday	January 15th
3.	Lincoln's Birthday	February 12th
4.	Washington's Birthday	February 22nd
5.	Good Friday	April 14th
6.	Memorial Day	Last Monday in May
7.	Independence Day	July 4th
8.	Labor Day	First Monday in September
9.	Columbus Day	October 12th
10.	Election Day	County Day of Observance
11.	Veteran's Day	November 11th
12.	Thanksgiving Day	November 23rd
13.	Friday Following Thanksgiving Day	November 24th
14.	Christmas Day	December 25th

APPENDIX "B"

LONGEVITY

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.

APPENDIX "E"

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 purposes 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.

No employee shall have the right to bid under this Article unless he or she has a minimum of thirty-six (36) months of continuous employment as a Middlesex County Correction Officer. An employee with less than thirty-six (36) months of continuous employment shall be assigned a shift and work schedule in the sole discretion of the Warden or his designee after all eligible employees have selected their shift and work schedule.

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 (for the initial bid only, this date shall be Sept. 10, 1995).
 - B. For the initial bidding only, all shifts and days off shall be open to bid, unless excluded under this Article. Thereafter, bidding shall occur only when there is a vacancy in a shift and/or days off which the Employer intends to fill.
 - 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. For the purpose of the initial bid only, this period shall be October 1, 1995 through October 10, 1995.

- D. During the initial bidding period only, the Warden or his designee shall assign all eligible employees entitled to bid (i.e., those hired on or before April 1, 1992), in order of seniority, a specific time between October 1 and 10, 1995 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 (on or before September 17, 1995). An eligible employee may designate, 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 between October 1, and October 10, 1995. 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. For the initial bid only, the closure date will be October 10, 1995.
- 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) Master Control
 - 2) Receiving and Discharge
 - 3) Hallway Security
 - 4) Records
- 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 skill 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 skill 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) Time Keeper
- 5) Accommodated positions pursuant to the Employer's obligations under the Americans With Disabilities Act.

4. The Employer will discuss any reassignment, removal or change in shift and days off with affected employee and a Union 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 Sergeants' 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 "F"

A. 1. The County and the Union hereby agree 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 currently 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 switch.

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.

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 Union Representative selected by CUREM with all rights and privileges as are afforded all such Alternates. 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 addended to the contract currently in place and shall supercede the current language with reference to the SHBP, subject to ratification of the parties. This agreement shall become effective immediately after it is ratified by all parties.

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 complete 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