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AGREEMENT

between

COUNTY OF MIDDLESEX

and

THE CORRECTIONS OFFICERS OF THE MIDDLESEX COUNTY  
DEPARTMENT OF ADULT CORRECTIONS, PBA LOCAL NO. 152

1991 - 1993

X 1/1/91 - 12/31/93

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AGREEMENT

0.00 PREAMBLE

0.01

THIS AGREEMENT, made this

30<sup>th</sup> day of December 1993

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, P.B.A. LOCAL NO. 152, hereinafter referred to as the "PBA".

0002

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.

0003

NOW, THEREFORE, it is agreed as follows:

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State of New Jersey, hereinafter referred to as the "Employer" and THE CORRECTION  
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tionship between the parties to the end that continuous and efficient service will  
be rendered to and by both parties.

0003 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 be permanently assigned to the Day Shift, more commonly known as the First Shift. 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 effected employee. Said action will be made with just cause, and shall be subject to review through the arbitration procedure of this Agreement.

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 preceeding 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 that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13:A-5.4, as amended.

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

3.05 The President of the PBA or his/her designee shall have access to the daily 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.

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 negotiations and shall receive their regular compensation for time spent when such negotiations interfere with their work schedule.

- 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.
- 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. In the event the PBA President is incapacitated, or is unable to carry out the functions of his office due to illness, vacation, or otherwise, the vice-president of the PBA shall have the full authority to represent PBA Local No. 152 for any and all business.
- 6.09 H. Each January 1, the PBA shall accrue a time bank of 50 hours for use a year. This benefit becoming effective in 1992 upon the issuance of the interest arbitration award, but shall be pro-rated for calendar year 1992. 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 effected in any way by this Agreement.



8.00 CORRECTION CENTER INVESTIGATIONS

8.01 In an effort to insure that departmental investigations where a member of the force is a target of a criminal or disciplinary offense wherein the investigation is no longer investigatory but accusatory are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

8.02 1. The interrogation of that member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, or during usual business hours, unless the exigencies of the investigation dictate otherwise.

8.03 2. The interrogations shall take place at a location designated by the Warden. Usually it will be at the Warden's Offices or the location where the incident allegedly occurred.

8.04 3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If he is a potential target of the investigation, he shall be advised.

8.05 4. The questioning shall be reasonable in length. Thirty (30) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every (2) hours.

8.06 5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

8.07 6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association Representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which opportunity shall not delay the interrogation beyond one (1) hour for consultation with his Association Representative, nor more than two (2) hours for consultation with his attorney. The employee retains the right to have his/her Association representative present during such investigation or questioning.

- 8.08           7. In cases other than departmental investigation, if a member of the force is under arrest or if he is suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- 8.09           8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.
- 8.10           In the event any officer shall face suspension of five (5) days or less as the result of a minor disciplinary action, he shall be entitled upon request to a hearing prior to the suspension as scheduled by the Warden or his designee. The officer shall be entitled to legal representation throughout said hearing.
- 8.11           In the event any officers face a disciplinary action where the contemplated penalty is suspension of more than five (5) days or removal, and where the Warden determines that such officers may be suspended prior to a disciplinary hearing, in this event, a hearing will be scheduled without undue delay and pursuant to New Jersey Department of Personnel regulations.
- 8.12           Under no circumstances shall the employer direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.

It is further understood and agreed that any disciplinary matters will be in conformity with N.J.A.C. 4A:2-2.5.

8.13

No employee covered by this Agreement shall be subjected to any urinalysis and/or blood screening unless one of the following circumstances exist: Where the employer has probable cause to suspect that there is a job related individualized impact with respect to the specific employee being tested or where it effects his status as a Correction Officer, or where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Adult Corrections Department.

8.14

Permanent Correction Officers shall be accorded all procedural protection provided under applicable Department of Personnel rules and regulations. Disciplinary action shall be upon written complaint setting forth the charge or charges and specification against the Correction Officer. Such complaint shall be served on the Correction Officer so charged and shall contain a notice of a designated hearing time and location and the name of the hearing officer to hear the case. Said hearing shall not be less than fifteen (15) nor more than thirty (30) days from the date of service of the complaint.

Any complaint charging any violation of rules or regulations shall be filed no later than the 45th day after the date on which the person filing the complaint obtained sufficient information to file the matter in which the complaint is based. The 45 day time limit shall not apply if an investigation of a Correction Officer for a violation of the internal rules or regulations is included directly or indirectly within a concurrent investigation of that Correction Officer for a violation of the criminal laws of the State of New Jersey or other state or the United States. The 45 day limit shall begin on the day after the disposition of such criminal investigation, if any.

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 \$75.00 and to a maximum total 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 arbitrators 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 four (4) 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 year 1991 shall, along with all other economic items, be deemed to be retroactive to January 1, 1991 and any monies due employees by virtue of this clause shall be paid as soon after the execution of the Agreement as practicable. The base annual salary for the contract year 1992 shall along with all other economic items, be retroactive to April 1, 1992.

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

11.00 WORK DAY, WORK WEEK, AND OVERTIME

11.01 The normal work day tour shall be 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.

- 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 work 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) At no time shall the compensatory time bank exceed forty (40) hours of time.
- 11.07 (b) Time shall be used by blocks in accordance with scheduled work day hours whenever possible.
- 11.08 (c) Compensatory time taken by the employee shall be on request and is subject to the employee's immediate supervisor's approval. Such approval shall not be unreasonably withheld.
- 11.09 (d) 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.
- 11.10 Employees covered under the terms of the Agreement shall be entitled upon retirement, lay off, dismissal, or resignation, full compensation at the current hourly rate for unused accumulated compensatory time.

11.11 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 day differential in addition to their regular straight time rate for each hour worked during the third shift.

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

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

Shift differential shall not apply to the current special week-end schedule.



12.00 HOURLY RATE

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

13.00 COURT TIME

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

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

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

13.04 The amount of overtime to which an employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the employee's entitlement to overtime under this Article shall not be less than four (4) hours of overtime pay.

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

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

13.06

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

A. Grievance proceedings.

B. Labor matters (e.g. P.E.R.C. proceedings)

1. Officer shall not lose any regular pay.
2. Officer shall not be paid overtime.
3. Not more than three (3) persons on duty shall be permitted to attend out of County P.E.R.C. proceedings without loss of regular pay.
4. Prompt notice of any such 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 (See section 11.05)

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

15.03 The 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 P.B.A. shall have the right to review such roster upon reasonable request.

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

18.00 SHIFT CHANGES

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



19.00 LONGEVITY

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

19.02 The said payments for longevity shall be paid on a 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 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 dollars (\$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

- 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 that the year.
- 20.08 E. It is understood and agreed that the six hundred and fifty 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 to 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.
- (a) Any clothing, personal or County-issued, which is damaged while an employee is acting in the course of his/her employment, shall be replaced by the County or the County shall reimburse the employee the cost incurred for replacing such damaged clothing. The County shall determine the value of any damaged articles on a fair wear-and-tear basis.
- (b) The County's obligation to replace or reimburse the employee, as stated in Subsection (a) 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 pay.

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

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service
One for 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 A 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 of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. All other proper and authorized leaves as provided in the rules of the Department of 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 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 a 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 or 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 All employees shall be eligible to receive a maximum of four (4) working days leave with pay in the event of the death of an employee's spouse or child.

27.02 All employees shall be eligible to receive a maximum of three (3) working days leave with pay in the event of the death of his/her current son-in-law, current daughter-in-law, parent, current mother-in-law, current father-in-law, brother, current brother-in-law, sister, current sister-in-law, grandparent, grandchildren, aunt, or uncle, or any other relative living in the immediate household. Bereavement leave is separate and distinct from any other leave time.

27.03 It is understood and agreed that this Bereavement Leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) or four (4) working days (as stated above) next following the day of death. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) or four (4) days. However, it is understood that the hours not worked shall not be used in computing overtime pay for hours worked in excess of forty (40) hours in the week or any other pay.

27.04 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.

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 conservatively; 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.

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.

29.01 (cont.)

(1) An appointing authority may, with New Jersey State Department of Personnel approval, grant leaves of absence without pay to nonpermanent career service State employees for exceptional situations. Such leaves shall not exceed six by-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 All full-time and eligible part-time employees and employees eligible family (as defined by New Jersey State Health Benefits) shall be covered by Traditional Medical Coverage or equivalent at the Employer's expense. Major Medical for the 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 Association and upon a prior notice to the employee organization so long as equivalent coverage is provided.

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 contributed toward traditional Coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

31.03 Dental Plan -  
Effective 8-1-93 all full-time and part-time eligible employees shall be covered by either the Delta Plan or Healthplex Plan at the following rates:

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

31.04 Retirees will be permitted to carry their Drug and Dental Plans at the prevailing County group rates at their expenses. The Prescription Plan and Dental Plan are not currently available for retirees. When the County obtains coverage from a carrier during the term of this contract, it shall be made available to any employee who would retire after the date of its availability at the prevailing County retiree group rate at their own expense.

Drug Prescription Plan -  
Effective January 1, 1993, there shall be an increase in employee co-pay for brand name prescription drugs from \$1.25 per prescription to \$3.00 per prescription. When generic brands of prescription are used, there is no co-pay required of the employee.



31.05 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.

32.00 PAYMENT OF NEW JERSEY STATE HEALTH BENEFITS - TRADITIONAL MEDICAL COVERAGE FOR RETIREES

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

32.02 EXTENDED MEDICAL COVERAGE

The County will extend, to a maximum period of ninety (90) days, the health insurance coverage of eligible employees and their covered dependents enrolled in the State Health Benefits program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted approved sick leave without pay, with the County paying the cost.

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.

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

34.00 BULLETIN BOARD

34.01 The Employer will supply 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 posted 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 in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) off duty uniformed officers of the Department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

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

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

36.00 PERSONNEL FILES

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

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

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

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

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

36.06 Any Correction Officer shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon written request. A designated Superior Officer and the Representative of the Association may be present when requested by the Officer concerned.

36.07

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

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

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

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

- b. Departmental investigations and/or hearings that do not result in a find 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 between the 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 by 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 made 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



37.03 (cont.)

received. The Personnel Director or his designee shall respond in writing within twelve (12) working days of submission. The grievance procedure, as contained in this Agreement shall be strictly adhered to. It is understood that employees and the Association Representative must sign their individual or class grievances. Grievances without an employee signature shall not be accepted or processed.

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

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

37.05 E. ARBITRATION

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

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

3. It is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the 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.

37.05 (cont.)

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 to his immediate supervisor as long as the processing does not interfere with the smooth functioning of the department.

38.00 PENSION

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

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

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

- 39.01 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 the right to discharge or otherwise discipline such person subject to the employee's right of arbitration. In the event that arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

41.00 OFF-DUTY POLICE ACTION

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

41.02 2A:154-3. COURT ATTENDANTS, SHERIFF'S OFFICERS, AND COUNTY 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 offender 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 bona fide 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


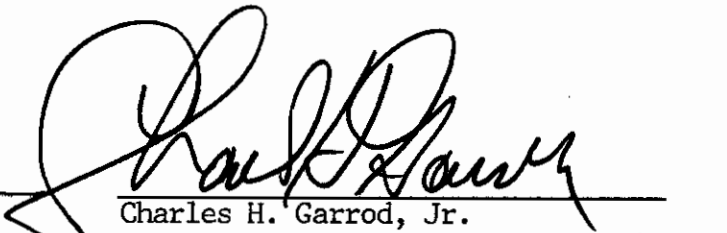

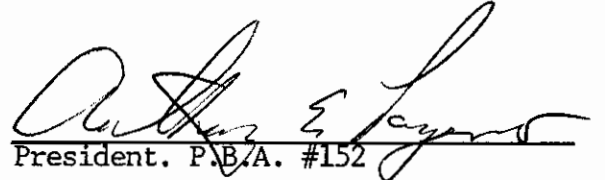
DURATION OF CONTRACT

52.01

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1991 until December 31, 1993 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1991. 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:

 Barbara Gallagher Clerk of the Board	 Charles H. Garrod, Jr. Director, Board of Chosen Freeholders
 P.B.A. #152 Representative	 President, P.B.A. #152

APPENDIX A

MIDDLESEX COUNTY ADULT CORRECTION CENTER  
SALARY STEPS  
1990-1991

<u>1990</u>	<u>STEP NAMES</u>	<u>1991</u>
1/1 \$17,500	TRAINING STEP	1/1 \$18,025 7/1 18,565
1/1 \$19,250	STEP A	1/1 \$19,827 7/1 20,422
1/1 \$21,000	STEP B	1/1 \$21,630 7/1 22,279
1/1 \$22,750	STEP C	1/1 \$23,432 7/1 24,135
1/1 \$26,250	STEP D	1/1 \$27,037 7/1 27,848
1/1 \$35,000	STEP E	1/1 \$36,050 7/1 37,131

NOTE: 3% Eff 1/1/91  
3% Eff 7/1/91

1991  
STEP MOVEMENT PATTERN

Example One  
Hired early  
in the year

Example Two  
Hired middle  
of the year

Example Three  
Hired late  
in the year

3% 1991  
JANUARY

FEBRUARY \$18,025  
--Date of Hire -  
Training Step

MARCH

APRIL

MAY

JUNE \$19,828  
--20 Weeks -  
Step A

3% JULY 1 \$20,422 \$18,566  
--Date of hire -  
Training Step

AUGUST

SEPTEMBER

OCTOBER \$18,566  
--Date of hire  
Training Step

NOVEMBER

\$20,422  
--20 weeks -  
Step A

DECEMBER

1992  
JANUARY \$22,279  
--1st January  
after hire -  
Step B

\$22,279  
--1st January  
after hire -  
Step B

--1st January  
NO CHANGE

FEBRUARY

MARCH

\$22,279  
--20 weeks -  
Step B

APRIL

MIDDLESEX COUNTY ADULT CORRECTION CENTER  
SALARY STEPS  
1991-1992

<u>1991</u>		<u>STEP NAMES</u>	<u>1992</u>	
1/1	\$18,025	TRAINING STEP	4/1	\$19,679
7/1	18,566			
1/1	\$19,828	STEP A	4/1	\$21,647
7/1	20,422			
1/1	\$21,630	STEP B	4/1	\$23,615
7/1	22,279			
1/1	\$23,433	STEP C	4/1	\$25,584
7/1	24,135			
1/1	\$27,038	STEP D	4/1	\$29,519
7/1	27,849			
1/1	\$36,050	STEP E	4/1	\$39,359
7/1	37,132			

NOTE: 6% Eff 4/1/92

1992  
STEP MOVEMENT PATTERN

	<u>Example One</u> Hired early in the year	<u>Example Two</u> Hired middle of the year	<u>Example Three</u> Hired late in the year
<u>1992</u>			
JANUARY			
FEBRUARY	\$18,566 --Date of Hire - Training Step		
MARCH			
APRIL			
MAY			
JUNE	\$21,648 --20 Weeks - Step A		
JULY		\$19,680 --Date of hire - Training Step	
AUGUST			
SEPTEMBER			
OCTOBER			\$19,680 --Date of hire Training Step
NOVEMBER		\$21,648 --20 weeks - Step A	
DECEMBER			
<u>1993</u>			
JANUARY	\$23,616 --1st January After Hire - Step B	\$23,616 --1st January after hire - Step B	--1st January NO CHANGE
FEBRUARY			
MARCH			\$23,616 --20 weeks - Step B
APRIL			

MIDDLESEX COUNTY ADULT CORRECTION CENTER  
SALARY STEPS  
1992-1993

<u>1992</u>		<u>STEP NAMES</u>	<u>1993</u>	
1/1	\$18,566	TRAINING STEP	7/1	\$20,860
4/1	19,680			
1/1	\$20,422	STEP A	7/1	\$22,947
4/1	21,648			
1/1	\$22,279	STEP B	7/1	\$25,033
4/1	23,616			
1/1	\$24,135	STEP C	7/1	\$27,119
4/1	25,584			
1/1	\$27,849	STEP D	7/1	\$31,291
4/1	29,520			
1/1	\$37,132	STEP E	7/1	\$41,721
4/1	39,359			

NOTE: 6% Eff 7/1/93

1993  
STEP MOVEMENT PATTERN

Example One  
Hired early  
in the year

Example Two  
Hired middle  
of the year

Example Three  
Hired late  
in the year

1993  
JANUARY

FEBRUARY      \$19,680  
                  --Date of Hire -  
                  Training Step

MARCH

APRIL

MAY

JUNE            \$21,648  
                  --20 Weeks -  
                  Step A

63 JULY 1

\$20,860  
--Date of hire -  
Training Step

AUGUST

SEPTEMBER

OCTOBER

\$20,860  
--Date of hire  
Training Step

NOVEMBER

\$22,947  
--20 weeks -  
Step A

DECEMBER

1994  
JANUARY      \$25,033  
                  --1st January  
                  After Hire -  
                  Step B

\$25,033  
--1st January  
after hire -  
Step B

--1st January  
**NO CHANGE**

FEBRUARY

MARCH

\$25,033  
--20 weeks -  
Step B

APRIL



SALARY STEP DEFINITIONS

- TRAINING STEP      A twenty (20) week period beginning on the first day of employment and ending upon completion of twenty weeks of training.
- STEP A              An employee who completes the Training Step during the same calendar year as the date of hire will move to Step A for the remainder of that calendar year.
- STEP B              1) An employee who is on Step A on December 31st will move to Step B on January 1st - the first January 1st following the date of employment.
- 2) An employee who is on the Training Step on December 31st will make no movement on January 1st. This employee will move to Step B upon completion of the Training Step.
- STEP C              An employee on Step B on December 31st will move to Step C on the second January 1st following the date of employment.
- STEP D              An employee on Step C on December 31st will move to Step D on the third January 1st following the date of employment.
- STEP E              An employee on Step D on December 31st will move to Step E on the fourth January 1st following the date of employment.

Note: This salary step movement pattern assumes continuous employment.

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 \$25,000). The rate of longevity shall be as follows:

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

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

APPENDIX C

HOLIDAYS - 1991.

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 29th
6. Memorial Day	May 30th
7. Independence Day	July 4th
8. Labor Day	September 2nd
9. Columbus Day	October 12th
10. Election Day	November 6th
11. Veterans Day	November 11th
12. Thanksgiving Day	November 28th
13. Friday Following Thanksgiving Day	November 29th
14. Christmas Day	December 25th

APPENDIX D

HOLIDAYS - 1992

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 17th
6. Memorial Day	May 30th
7. Independence Day	July 4th
8. Labor Day	September 7th
9. Columbus Day	October 12th
10. Election Day	November 6th
11. Veterans Day	November 11th
12. Thanksgiving Day	November 26th
13. Friday Following Thanksgiving Day	November 27th
14. Christmas Day	December 25th

APPENDIX C

HOLIDAYS - 1993

- |                                       |                           |
|---------------------------------------|---------------------------|
| 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                        | County Day of Observance  |
| 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. Veterans' Day                     | November 11th             |
| 12. Thanksgiving Day                  | County Day of Observance  |
| 13. Friday Following Thanksgiving Day | County Day of Observance  |
| 14. Christmas Day                     | December 25th             |