

**POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL NUMBER 249 - CORRECTIONS OFFICERS**

and

THE BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

Memorandum of Agreement

This Memorandum of Agreement is entered into on this day of October, 2019, by and between the Burlington County Board of Chosen Freeholders (hereinafter referred to as the "County") and the Policemen's Benevolent Association, Local 249 (hereinafter referred to as the "Union").

Whereas, the Union and the County having bargained in good faith and having mutually agreed to the terms and conditions of a collective negotiation agreement effective January 1, 2018 through December 31, 2020, hereby state that it is agreed as follows:

1. **Contract Term**: Three (3) Years (January 1, 2018 through December 31, 2020).

2. **Step Movement Guide**:
 - a. All members not at the top step on the salary step salary guide shall move one (1) increment on July 1, 2018 and one (1) increment on July 1, 2019.
 - b. Notwithstanding the foregoing, for those officers that were hired in 2018 and 2019, said officers shall advance to step two (2) and three (3) on the salary guide in six (6) months.
 - c. There will not be any movement on the guide in 2020.
 - d. All back pay associated with retroactive advancement on the salary guide shall be payable upon ratification of the agreement.

3. **Salary Guide**:
 - a. The top salary increment shall be adjusted as follows: the top step of salary guide shall be increased to \$73,884.72 on January 1, 2018; \$75,362.41 on January 1, 2019 and \$75,889.81 on January 1, 2020.
 - b. All back pay associated with the above stated increases to the top step on the salary guide shall be payable upon ratification of the agreement.

4. **Healthcare:** The Union agrees to make Healthcare premium contributions at the Tier 4 rate for the term of the contract.

5. **Post Bidding.** The Parties agree to strike existing Article XIII Seniority, Paragraph D of the CAN, and replace it with the language set forth on Attachment 1, Memorandum of Understanding, dated August 30, 2018 regarding bidding of Jail Posts.

6. **Agency Shop.** Article XXIX shall be modified to reflect the decision Janus v. American Federation of State, County and Municipal Employees, Council 31, No. 16-1466, 585 U.S. (2018).

7. **Sick Leave Donation Program.** The Parties agree to the implementation of a Sick Leave Donation Program as set forth in Attachment 2, subject to approval by the New Jersey Civil Service Commission.

In witness hereof and intending to be legally bound, the parties hereto have caused this Memorandum of Agreement to be executed by their respective duly authorized representatives on the date set forth above.

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 249 CORRECTIONS OFFICERS

Idrus Kendrick
Witness

Ken Inf
Witness

By: Richard O. Gontola
Richard O. Gontola, PBA 249 Vice President

By: LeRoy Handberry
LeRoy Handberry, PBA 249 President

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

Valerie H. Haulon
Witness

Valerie H. Haulon
Witness

By: Tom Pullion
Tom Pullion, Freeholder Director

By: Eve A. Cullinan
Eve A. Cullinan, County Administrator

ATTACHMENT 1


MEMORANDUM OF UNDERSTANDING

The County of Burlington Department of Corrections and PBA Local #249 wishing to resolve all issues associated with the Public Employee Relations Commission decision dated April 26, 2018 concerning the bidding of the Correctional Facility have agreed to contractual language, as attached hereto as Exhibit "A", to be added to the Collective Negotiations Agreement and continue until at least the termination of said Agreement.

In order to avoid any misunderstandings going forward, the parties understand that all posts identified will be considered vacant as of the date this agreement is approved and executed by the parties, and all bidded posts identified will be open to bid and be filled in accordance with paragraph D.1. of Exhibit "A";

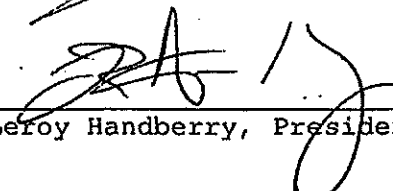
It is further understood that the bidded posts identified are for each squad and each shift. By way of example, and for illustration purposes, the indication that there will be two Center Control Officers on 0600 to 1800 means there shall be two Center Control bidded officers on Squad A and two on Squad B;

Once the posts have been filled, any vacancies will be filled strictly in accordance with Exhibit A.



Matthew Leith, Warden

8/30/18



Leroy Handberry, President PBA #249

Bid Proposal 2018

D. Posts and Bidding

1. All New assignments and vacant assignments which the County seeks to fill shall be posted for bid at the County's facility for a minimum of seven (7) working days. The bid sheet shall state Shift and Squad as well as any special requirements for the assignments. The position shall be filled with the most senior employee who bids on the assignment and who has the minimum qualifications to perform the job. If the bid goes vacant after the initial posting, then those who have graduated the training Academy but do not meet the fifteen months of service requirement will be able to bid for the position. An employee shall not be permitted more than two (2) bids per year.
2. The following posts shall be subject to bid (to the extent available on each shift):

Squad A & B 0600-1800 shift

Center Control (CR#1)	(2)
Clinic	(1)
Control #5 (female only)	(1)
Control #9	(1)
ID / Booking (male only)	(2)
Kitchen Officer	(1)
Classification Officer	(1)
Control #2	(1)
A-wing	(1)
B-wing	(1)
Control #4	(1)
C-wing (male only)	(1)
D-wing	(1)
Control #3	(1)
E-wing	(1)
F-wing	(1)

Bid Proposal 2018

I-wing (new commits)	(1)
Holding	(1)
G-wing / Cemetery	(1)
Transportation/SA	(4)
ACJ Transportation 5a-5p	(2) 1 female required
Total bids	(27)

Squad A & B 0900-2100 shift

Visiting #1 Desk	(1)
Visiting #2 Mail/ Packages	(1)
Visiting #3 Hallway / Pickups	(1)
Recreation	(2)
Programs Officer	(1)
Transportation/SA	(2)
Total bids	(8)

Bid Proposal 2018

Squad A & B 1800-0600 shift

Center Control (CR#1)	(2)
Clinic	(1)
Control #5 (female only)	(1)
Control #9	(1)
ID / Booking (male only)	(2)
Kitchen Officer	(1)
Control #2	(1)
A-wing	(1)
B-wing	(1)
Control #4	(1)
C-wing (male only)	(1)
D-wing	(1)
Control #3	(1)
E-wing	(1)
F-wing	(1)
I-wing (new commits)	(1)
Holding	(1)
G-wing	(1)
Transportation/SA	(2) 1- female requirement / 1 -male
Total bids	(22)

3. Shift supervisors shall have authority for the purpose of providing the highest level of institutional security, safety and training to reassign employees to other post for the period of a regular training class (4 weeks). Such movement shall not be subject to the grievance procedure.

E. Except where New Jersey Department of Personnel statutes require otherwise, promotion, demotion, layoff, recall and vacation schedules as well as choice assignments and other situations where substantial employee advantages or disadvantages are concerned shall be based on seniority, with an employee with the greatest amount of seniority given preference provided the employee has the minimum qualifications to perform the job.