

**COLLECTIVE BARGAINING CONTRACT AGREEMENT**

**BETWEEN**

**SALEM COUNTY  
CORRECTION OFFICER'S ASSOCIATION**

**REPRESENTING CORRECTION OFFICERS OF THE SALEM  
COUNTY CORRECTIONAL FACILITY**

**AND THE SALEM COUNTY  
BOARD OF CHOSEN FREEHOLDERS**

**January 1, 2013 –December 31, 2016**

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## **ARTICLE 1**

### **PREAMBLE**

This agreement entered into by the Salem County Board of Chosen Freeholders, herein, referred to as the "Employer", and the Salem County Correction Officer's Association, hereinafter referred to as the "Representative", have as its purpose the promotion of harmonious relations between the Employer and the Representative and the employees in the bargaining unit: the establishment of an equitable and amicable procedure for the resolution of grievances; and the establishment of rates of pay, hours of work, and other conditions of employment described herein. The use of the word "he" throughout this contract applies to both male and female employees and is being used as a matter of convenience.

## **ARTICLE 2**

### **RECOGNITION**

The Employer recognizes the Representative as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment described herein for all full-time, permanent and provisional County Correction Officers of Salem County. Excluding County Correction Sergeants, Lieutenants, Captains, managerial executives, supervisory personnel, confidential employees, craft employees, professional employees, and any other employees represented by any other collective bargaining units currently recognized by the Board of Chosen Freeholders.

For the purposes of this agreement the term Union shall be synonymous with the President or their designee. The President shall have the right to speak on behalf of the Union in all matter and/or his or her designee pursuant to New Jersey Law.

The parties to this contract agree that they shall not enter into any agreement or contract or negotiations with any one individual or group of individuals regarding the terms and conditions of this agreement. The parties further agree that any such extra contractual agreement(s) shall be null and void.

The Union shall be allowed to conduct normal business meetings on County property, provided that space is available and is kept clean and free from damage. Requests are to be made and approved at least one week in advance of the proposed date.

**ARTICLE 3**  
**PAYROLL DEDUCTION OF**  
**SALEM COUNTY CORRECTION OFFICER'S ASSOCIATION DUES**

A. The Employer agrees to deduct monthly membership dues payable to the Salem County Correction Officer's Association, from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Treasurer of the Salem County Correction Officer's Association, together with a list of the names of all employees for whom the deductions are to be made and where the deposit shall be made. As a matter of cost savings the list of names may be sent to the Union's email, interoffice email, or interoffice mail to the President. The deposit of the dues shall be sent via wire transfer to the bank account chosen by the SCCOA. The SCCOA shall provide bank and account information needed to complete such a transfer. In the event that a wire transfer cannot be completed then the County Treasurer Office shall notify the Union and a check shall be sent.

B. Upon receiving the written voluntary authorization and assignment of an employee covered by this agreement (in the form agreed upon between the Employer and the bargaining agent and consistent with applicable law), the Employer agrees to deduct from every two weeks pay, membership dues in such amounts as shall be fixed pursuant to the by-laws and constitution of the bargaining agent during the full term of this agreement and any extensions or renewals thereof. Except that no deduction shall be made for the third pay period in any month. The employer shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the bargaining agent.

C. If during the life of this agreement, there shall be any change in the rate of membership dues, the bargaining agent shall furnish to the Employer written notice, thirty (30) days prior to the effective date of such change.

D. Any written designation to terminate the deduction of Salem County Correction Officer's Association dues and the filing of such notice of withdrawal shall be effective to all deductions on the first pay period next succeeding the date on which the notice or withdrawal is filed.

E. The bargaining agent will provide the necessary check-off authorization forms and deliver the signed form to the County Treasurer or his/her designee. The bargaining agent shall indemnify, defend and save harmless the Employer and the County against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the bargaining agent to the Employer.

F. The Personnel Office or the Clerk of the Board's Office will notify the Treasurer of the bargaining unit within thirty (30) days of hire of all employees, their address, birth date, classification, rate of pay and removals from the Employer's payroll.

G. REPRESENTATION FEE

1. If any employee subject to this Collective Bargaining Agreement does not become a member of the Salem County Correction Officer's Association (S.C.C.O.A.), said employee will be required to pay a Representation Fee to the S.C.C.O.A. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the S.C.C.O.A. as majority representative.

2. Amount of fee

a. The representation fee to be paid by non-members will be determined each year by the S.C.C.O.A. in accordance with the applicable law and shall not exceed eighty-five percent (85%) of the amount paid by members.

3. Deduction and transmission of fee

a. The S.C.C.O.A will notify the County, in writing, of any employees who are non-members of the S.C.C.O.A along with the representation fee to be paid by non-members. The County will deduct from the salaries of such employees, in accordance with paragraph b. below, the full amount of representation fee and promptly transmit the amount so deducted to the S.CCOA

b. The County will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to such employee of the aforesaid list. The deductions will begin with the first paycheck paid:

i. Ten (10) days after receipt of the aforesaid list by the County; or

ii. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, in which deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

c. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the S.C.C.O.A will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the S.C.C.O.A

d. The S.C.C.O.A will notify the County, in writing, of any changes in the list provided for in paragraph 3. Above, and/or the amount of representation fee and such changes will be reflected in any deduction made more than ten (10) days after the County receives said notice.

4. Indemnification and save harmless provision

a. The S.C.C.O.A. agrees to indemnify and hold the County harmless against any liability which may arise by reason of any action taken by the County in complying with the provisions of this Article provided that:

- i. The County gives the S.C.C.O.A timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph;
- ii. It is expressly understood that paragraph 4 A. Will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the County.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

A. The Employer hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and the Constitution of the State of New Jersey and of the United States. Including, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities, which the Employer has not expressly modified or restricted by a special provision of this agreement.
2. The right to establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the Employer.
3. To reprimand, suspend, discharge or otherwise discipline employees for just cause;
4. To hire, promote, transfer, assign, reassign, layoff and recall employees to work;
5. To determine the number of employees and the duties to be performed, as defined in the Correction Officers' Manual of Duties;
6. To maintain the efficiency of employees in the performance of their duties as defined in the Correction Officers' Manual of Duties;
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment materials and other property of the Employer,
8. To determine the number, location and operation of divisions, departments, units, and all other work groups of the Employer, the assignment of work, the qualifications' required, the performance standards and the size and composition of the work force;
9. To subcontract for any existing or future service as determined necessary by the Employer; however, no New Jersey Civil Service Commission job classification shall be eliminated by such action;

10. To make or change Employer rules, regulations, policies, and resolutions consistent with the specific terms and provisions of this agreement..
  11. And otherwise to generally manage the affairs of the Employer, attain and maintain full operating efficiency and productivity and to direct the work force.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, shall only be limited by the language of this clause; and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated.
- C. In recognition of the rulings of the Courts of New Jersey, the parties recognized that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers that the Employer cannot bargain away or eliminate any of its managerial rights.

**ARTICLE 5**  
**EMPLOYEE RIGHTS**

- A. Proposed new rules, regulations, policies or modifications to existing rules, regulations, or policies, affecting terms, conditions of employment, or safety shall be furnished to president or designee via e-mail (wherever practicable) for review and comment with the Union prior to formal adoption and implementation by the County (If the change is due to an emergent situation this provision shall be relaxed). The Union must respond within 10 business days of receipt. During that review period the policy will not be in effect. The union will acknowledge receipt and review of new policies, rules, regulations and procedures. After the 10 day review period the policy may be implemented.
- B. The Union shall be able to use in house Correctional Facility E-mail and interdepartmental mail to notify members of meetings, postings, send out mass messages, and to contact union members.
- C. The County will provide the Association with the Notification of Allegations Form sent to the employee; copies of the charges and specifications when issued; notification of when employee interviews and hearing shall take place, except as provided by Attorney General Guidelines concerning internal affairs investigations; and the final disposition of the charges as set forth in the Memorandum of Agreement reached at PERC dated August 1, 2012.
- D. The Attorney General guidelines for internal affairs investigation shall be applied and followed by the Salem County Sheriff's Department.
- E. The County agrees to keep all medical files and requests for medical accommodations or leaves confidential. Any leak or communications observed by union membership concerning any privileged medical information will be immediately investigated by the County. Information shall only be disclosed on a need to know basis pursuant to HIPPA.
- F. The County agrees to keep all internal affairs matter and employee discipline as confidential as possible, subject to State and Federal law.



- G. Employees shall not be required to maintain County Residency after completion of one year of service (not our of the State of New Jersey).
- H. For the purposes of discovery and in connection with the defense of a filed disciplinary charge or unfair practice charge, the Union shall have reasonable access to camera recorded information subsequent to such in compliance with the State and Federal Law.
- I. Severance
  - 1. Should the County decide to exercise its managerial prerogative in such a fashion that the Salem County Department of Corrections should be abolished, merged, absorbed within another agency, or ceases to operate, the following shall apply:
    - i. Employees will receive severance equal to two months base salary for every year of service. Said payment shall be made to employees on last day of service.
    - ii. Employees shall be maintained on the County Health Insurance for the same duration as the severance pay subject to mandatory contributions towards premium,
    - iii. The County will fully cooperate to facilitate making the severance payment pensionable under applicable pension law or programs.
  - 2. This severance provision shall be in effect only for the term of this contract and shall not carry through into a successor contract unless specifically negotiated and agreed to afresh.

**ARTICLE 6**  
**NON-DISCRIMINATION**

Non-Discrimination. The parties agree that there will be no discrimination or favoritism for any protected class including gender, age, nationality, race, religion, marital status, national origin, citizenship status, military status, physical handicap, mental handicap, sexual orientation, Union membership or activity, or family relationship (in accordance with the definition of “immediate family” in Section 24.A), in promotion, transfer, or any other conditions and privileges of employment.

Respect and Dignity. The County and Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of or by an employee is inappropriate and will not be tolerated. Harassment will be grounds for disciplinary action up to and including termination.

**ARTICLE 7**  
**WORK CONTINUITY CLAUSE**

A. It is recognized that the need for continued and uninterrupted operation of the

Employer's departments and functions are of paramount importance to the citizens of the community and that there should be no interference with such operations.

- B. The bargaining agent and the employees covered by this agreement covenant and agree that during the term of this agreement neither the bargaining agent nor any members of the bargaining agent, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his/her position or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppages, slowdown, walk-out or other job action against the Employer. The bargaining agent agrees that any such action will constitute a material breach of this agreement on the part of the bargaining agent, its members and members of the bargaining unit.
- C. The bargaining agent agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or other activity aforementioned including but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. The bargaining agent agrees that it will undertake any necessary action at its own expense to terminate any of the above activity on the part of its members of the bargaining unit.
- D. Any activity enumerated above on the part of a bargaining agent member or a member of this bargaining unit will be deemed as appropriate grounds for the termination of employment by the Employer.

**ARTICLE 8**  
**SEVERABILITY CLAUSE**

If any part, clause, portion or article of this agreement subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect absent the affected clause. In the event that any provision of this agreement is deemed illegal the parties shall meet and renegotiate the said provision within the confines of the law as soon as possible.

**ARTICLE 9**  
**PRODUCTIVITY CLAUSE**

The parties agree that during the term of this agreement the bargaining agent and members of the bargaining unit will cooperate with the Employer in productivity programs initiated by the Employer. The Employer has the right to develop productivity programs and to implement those programs during the term of this agreement. Any employee who refuses to cooperate with productivity or refuses to assist in the

implementation of productivity programs shall be subject to any disciplinary procedures deemed appropriate by the Employer. The bargaining agent shall be informed of the agency sponsoring such programs and shall be provided with copies of such programs prior to their implementation.

**ARTICLE 10**  
**WORK PERFORMANCE**

All employees covered by this agreement will be expected to perform all duties as assigned by their supervisors. This shall include, but not be limited to the specific functions and duties enumerated in their individual job descriptions and any other such functions which may be assigned from time to time by their supervisors or through employee work rules, personnel regulations or the Correctional Facility's Post Orders.

**ARTICLE 11**  
**FULLY BARGAINED CLAUSE**

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this agreement.

**ARTICLE 12**  
**PERFORMANCE EVALUATION**

The Employer reserves the right to conduct performance evaluations of all personnel covered by this agreement. Performance evaluations will be conducted by each member's immediate supervisor whose evaluation will be consistent with the applicable policy and procedures manual. Employees will receive paper copies of all evaluations and performance reviews. A copy of the policy and procedures manual will be made available for inspection by all employees.

**ARTICLE 13**  
**SENIORITY**

- A. Seniority list will be developed and posted within thirty (30) days of this Agreement and shall be presumed to be accurate unless a question is raised by an individual, or the Bargaining Unit on behalf of an individual, within ten (10) calendar days of the posting.
- B. Seniority for the purpose of bidding for vacancies on shift assignments and posted positions, is defined as follows:
  - 1. Correction Officers – date of employment with the Salem County Correctional Facility.  
Seniority shall be calculated in accordance with State and Federal Law.
- C. Any employee may exercise seniority to bid for vacancies on assignments and posted-positions provided that the Employer's criteria for qualifications are met. The Employer's criteria for qualification may include the Employee's entire personnel record. The Employer will post any criteria. Seniority will be a consideration for selection. All vacancies and posted-positions will be posted for ten (10) days prior to selection.
- D. Seniority is defined as an employee's total length of continuous, unbroken service with the Employer, beginning with the date of permanent appointment in the New Jersey Civil Service Commission classification system.
- E. The Employer shall maintain an accurate, up to date seniority roster showing each employee's date of permanent appointment, classifications and pay rate, and shall furnish copies of the same to the representative upon request.
- F. Unless New Jersey Civil Service statutes or rules otherwise require, in cases of promotion, demotion, the setting of vacation schedules, and the assignment to interdepartmental postings within the facility a permanent New Jersey Civil Service employee with the greatest amount of seniority in the work classification affected shall be given preference, provided that any decision as to the

employee's ability to perform the work shall remain the exclusive province of management and shall be exercised at the sole discretion of the Board of Chosen Freeholders.

- G. Service shall be considered broken if an employee:
1. Should resign his position.
  2. Should an employee retire
  3. Should an employee suffer a validated dismissal
  4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the Work Force of the Board.
  5. Should an employee be absent without leave for more than five (5) consecutive days.
  6. Should an employee be laid off for more than three (3) months

#### ARTICLE 14

#### INSURANCE COVERAGE-HEALTH BENEFITS

- A. **Medical Benefits**-The Employer shall continue to provide medical insurance for full time employees through the State Health Benefits Program without charge for dependant coverage. This plan went into effect on May 1, 2002.
- B. **Carriers** – The County Board of Chosen Freeholders, at its sole discretion, retains the right to change and select a new health benefits provider or to self-insure during the terms of this agreement. Selection of carrier is a managerial prerogative not subject to the terms of this collective bargaining agreement. A change in carrier will not result in a reduction in insurance benefits already applicable to personnel in this unit. The County will notify the Union at least 30 days in advance of any such change in order to provide ample time for the Union leaders to review the change being implemented.
- C. **Prescription Plan** – Effective on the signing of this contract, the Employer shall provide a pharmaceutical plan enabling full-time permanent and provisional Employees and their dependents to purchase prescription drugs at retail pharmacies upon payment of seven (\$7.00) dollars for generic drugs and twenty-five (\$25.00) dollars for brand name drugs.
- D. **Medical Examinations**- Whenever the Employer requires any employee to undergo a medical examination for the purposes of their job; the cost of such examination shall be paid by the Employer.
- E. **Accidental Death in the Line of Duty**-In the event of an Officer's death while on duty (excluding suicide) all medical/dental insurance benefits enjoyed by the employee at the time of death will continue for the surviving spouse and/or child(ren) for a period not to exceed one (1) year after the

employee's death or until the spouse re-marries whichever occurs first. This will allow time for the spouse to obtain other benefits.

- F. **Disability Insurance**- the employer will provide access to a disability insurance program. Participation in the program will be completely voluntary and the cost of participating in the program is borne solely by the employee.
- G. **Dental Plan**-All full time personnel covered by this agreement shall be eligible to enroll in a dental program from a carrier selected solely and exclusively by the County. The program shall consist of a fifty/fifty (50/50) co-payment basic services, preventive and diagnostic care plan. The maximum amount payable will be a total of One Thousand (\$1,000.00) Dollars in any calendar year in accordance with the descriptive program booklet provided by the carrier. The County will pay the premium for this program for the entire family.
- H. **Continuation of Benefits**-Continuation privileges provided by federal or state law (e.g. COBRA and FMLA) may be utilized by all qualified employees.

## ARTICLE 15

### **HOLIDAYS AND ADMINISTRATIVE DAYS**

- A. The following holidays are recognized by the employer and will be paid holidays for the employees enumerated below unless they are otherwise scheduled at the discretion of the employer:
  - 1. New Year's Day
  - 2. Martin Luther King Day (3<sup>rd</sup> Monday in January)
  - 3. Presidents' Day
  - 4. Good Friday
  - 5. Memorial Day (4<sup>th</sup> Monday in May)
  - 6. Independence Day
  - 7. Labor Day
  - 8. Columbus Day (2<sup>nd</sup> Monday in October)
  - 9. General Election Day
  - 10. Veteran's day
  - 11. Thanksgiving Day
  - 12. Thanksgiving Friday (Day after Thanksgiving)
  - 13. Christmas Day
  - 14. Such holidays as the employer may legally deem appropriate for all employees.

- B. The holidays designated above which officially fall on a Sunday shall be celebrated on the following Monday. Holidays designated above which fall on a Saturday will be celebrated on the preceding Friday, except that in the case of employees who work weekends, the holiday shall be observed on the actual day.
- C. Whenever a holiday as enumerated above in this article is decreed to be a normal workday by the employer, an Official of the State, or the County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.
- D. A holiday shall be defined as a twenty-four (24) hour period from 7:00 P.M. prior to the actual holiday to 7:00 P.M. on the actual day specified by the County as a holiday. All hours worked between these specified times shall be considered as Holiday Hours. Any work schedule that is commenced prior to, or which extends past this specific parameters set forth herein, shall be considered as regular hours, unless determined to be overtime or double-time hours as defined elsewhere in this agreement.
- E. New employees shall be eligible for one (1) eight-hour (8 hr) day of administrative leave after each six (6) months of service. After completion of one (1) year of service as a County employee, four (4) eight-hour (8 hr) days (totaling 32 hours) of administrative leave with pay per year may be granted each employee at his/her request upon approval by the Facility Administrator and/or their Designee. The employee becomes eligible for the above leave benefit on the January 1<sup>st</sup> after he/she has completed one (1) full year of service, except in emergency situations, forty-eight (48) hours' prior notice of such request must be given to the immediate supervisor. Administrative leave may be taken in four (4) hour increments during the calendar year in which it is earned and it shall not be accumulative or carried over into the next calendar year.
- F. If a Correction Officer takes off work on a recognized holiday, he/she must work the scheduled day of work immediately before and the scheduled day of work immediately after the holiday. Failure to work the day before and the day after the holiday will eliminate holiday pay for the employee involved, except where approval has been received from the Warden, not to work the day before or the day after a holiday.

## **ARTICLE 16**

### **SICK LEAVE**

- A. Sick leave is defined as the absence from duty of an employee who because of personal illness is unable to perform the usual duties of his/her/ position; exposure to contagious disease; a short

period of emergency attendance upon a member of the immediate family who is critically ill and requiring said presence of the employee.

A member of the employee's immediate family shall be limited to husband or wife, son or daughter, mother or father, grandmother or grandfather, brother or sister, mother-in-law or father-in-law or foster family member.

- B. Full-time provisional and permanent New Jersey Civil Service employees shall be entitled to the following sick leave with pay.
  - 1. Employees shall earn one (1) working day of sick leave with pay for each month of service from the date of appointment up to and including December 31 following such date of appointment. Fifteen (15) working days of sick leave shall be available to each member at the beginning of each calendar year thereafter. However, if the employee does not work the full year, same shall be adjusted and a refund required. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused sick leave shall accumulate to his/her credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when it is needed by the employee. Sick leave may be taken in, whole day, half day or hourly increments.
- C. If an employee is absent for three (3) or more consecutive working days, for any reason set forth in the above, or for any other reason where sick leave is requested, the employer may require acceptable evidence of utilization of the leave. The nature of the illness shall be stated on any doctor's certificate unless it is confidential between the doctor and the patient.
- D. The employer may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Such requirement shall be consistent with New Jersey Civil Service rules and regulations. Abuse of sick leave shall be cause for disciplinary action.
- E. When it is known that sick leave will be required for more than ten (10) days, such leave must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied by a physician's signed statement describing the sick leave and giving reasons for the sick leave and anticipated duration of the incapacity (unless the nature of the illness is confidential between the doctor and the patient.)
- F. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the local Department of Health, or upon reasonable proof as the employer may require.
- G. In accumulating sick leave due, the total used continuous unbroken service in classified New Jersey Civil Service positions with the employer shall be considered less any sick leave actually utilized.



- H. Call-Offs: An employee who does not expect to report for work because of personal illness, or for reasons herein above defined as sick leave, shall notify his/her immediate supervisor, by telephone or by personal message, at least two (2) hours before the scheduled beginning of his/her tour of duty.
- I. The attendance verification policy in effect for the Correctional Facility will govern the consequences for abusing sick leave.
- J. For personnel assigned to a twelve (12) Hour Work Shift, sick leave shall be converted to its hourly equivalent (i.e. one (1) day of Sick Leave shall require (12) hours of accrued sick time.) Therefore, personnel assigned to a Twelve (12) Hour Work Shift must utilize sick time at the rate of one and one half (1-½ days) of accumulated sick leave for each workday missed in accordance with the provisions set forth in this article.
- K. Sick Leave Incentive – Individual Attendance Bonus  
The following individual attendance bonus shall be based on attendance from January 1 - December 31 of each year and shall be paid on or before January 31<sup>st</sup> of the following year.
1. Perfect attendance - 1.5 % of base salary
  2. One (1) hour to forty-eight (48) hours of sick leave used - 1.0% of base salary
- L. Employees shall be required to provide a telephone number where they can be reached for call-ins and the attendance verification policy.

**ARTICLE 17**

**VACATION**

A) Permanent and provisional employees in this bargaining unit shall be entitled to the following annual vacations with pay, subject to approval by the Warden, at his discretion. Vacation may be taken in two (2) hour increments.

1. For each full month from date of hire up to and including the last day of December following such date of hire – One (1) workday per month for each month actually worked.
2. Beginning January 1<sup>st</sup> following the employee’s initial hiring date through sixty (60) consecutive calendar months – Twelve (12) days per year.
3. Beginning with the first day of the sixth calendar year to the last day of the twelfth calendar year – Fifteen (15) days per year.
4. Beginning with the first day of the thirteenth calendar year to the last day of the twentieth calendar year – Twenty (20) days per year.
5. Beginning with the first day of the twenty-first calendar year and for all years accumulated thereafter – Twenty-five (25) days per year.

B) Any employee who is laid off, discharged, retired or separated from the County service for any reason prior to taking his vacation shall be compensated in cash for the unused vacation earned at the time of separation. However, if an employee utilized his vacation prior to the time it is earned, then the employee will have the amount of vacation taken over the amount earned deducted from his final compensation check.

C) When in any calendar year the vacation or any part thereof is, not granted for reasons of business, such vacation period shall accumulate and be granted during the next succeeding year only.

D) At the employee’s request, a portion of a current year’s vacation may be carried forward into the next succeeding year as follows:

<b>Years of Continuous Service</b>	<b>Vacation Eligible to Accumulate</b>	<b>Maximum Accumulated Vacation Days</b>
2 but less than 15	Ten Days	Ten Days
15 but less than 20	Ten Days	Fifteen Days
20 or more	Ten Days	Twenty Days

- E) Any surplus vacation accumulated beyond the amount allowed to accumulate and not taken will be lost, unless an exception is granted by the Board of Freeholders. Such exception requests must be submitted to the Freeholders in writing.
- F) Requests to carry over vacation must be in the hands of the Department Head no later than November 1<sup>st</sup> of the current calendar year and such request must be submitted in writing.
- G) For the purposes of utilization of vacation leave for personnel assigned to a Twelve (12) Hour Work Shift, Vacation Leave shall be converted to its hourly equivalent (i.e., one (1) day of Vacation Leave shall require twelve (12) hours of earned vacation time). Therefore, personnel assigned to a Twelve (12) Hour Work Shift must utilize vacation leave at the rate of one and one half (1-½ days) of accumulated Vacation time for each day of granted Vacation Leave.
- H) Vacation-Requests for vacation leaves of three (3) days or less must be submitted in writing to the Warden or his designee a minimum of forty eight (48) hours in advance of said leave dates. Requests for vacation leaves for more than three (3) days must be submitted to the Warden or his designee a minimum of five (5) days in advance of said leave dates. Requests for so-called emergency vacation leaves shall only be considered for approval upon verification of the emergency being provided to the Warden or his designees. If verification of the emergency is not provided, the employee will not be paid for the day(s) they were absent and he/she may be subject to disciplinary action under the Disciplinary Code.
- I) The employee agrees to notify their shift supervisor before the start of the shift for any emergency request, so that the affected shift has adequate coverage.

## **ARTICLE 18**

### **RETIREE BENEFITS**

Post-Retirement Health Benefits. The Employer shall provide post-retirement medical health insurance benefits, provided the employee qualifies for and has retired through the New Jersey Division of Pensions and Benefits under the Police and Fireman's Retirement System (PFRS) or the Public Employees Retirement System (PERS) and meets at least one of the following requirements:

- (a) Retirement on a disability pension; or
- (b) Retirement with 25 years or more of service credit in a state or locally-administered retirement system and at least 15 years of service with the County of Salem; or

- (c) Retirement at age 62 or older with at least 15 years of service with the County of Salem.

The post-retirement coverage shall be applicable to the employee and only to the employee's spouse and dependents covered at the time of retirement. If the coverage referenced in the preceding sentence, changes after retirement the retired employee shall be responsible for any additional cost or premium. Coverage for any surviving spouse or dependants may continue after the death of the retired employee, subject to payment of the premium by such spouse/dependants.

Retirees receiving the coverage shall be required to enroll in Medicare (both Parts A and B) upon eligibility therefore, and the Medicare coverage shall be the primary coverage.

## **ARTICLE 19**

### **UNUSED SICK LEAVE AT RETIREMENT**

- A. Employees who are eligible for retirement under an existing pension system of the State of New Jersey and who elect to retire will receive severance pay by separate check for fifty percent (50%) of their unused accrued sick leave at the date of retirement, as full payment thereof. The sick leave utilized for purpose of calculation of eligibility will be sick leave accrued as an employee of the employer.
- B. Severance pay value will be calculated on the employee's current rate of pay at the time of retirement. In no case shall the severance pay exceed fifteen thousand dollars (\$15,000.00).
- C. Employees who remain in County service to fill a position but who leave the bargaining unit shall have their prior classified accrued sick leave credit frozen for the purpose of the computation of this unused sick leave as retirement benefit.

## **ARTICLE 20**

### **AUTOMOBILE UTILIZATION**

- A. Employees who are specifically requested and authorized to use their personal vehicle for authorized County business will be compensated at the IRA rate, or the rate provided under County policy, whichever is higher, except in those instances where the exact mileage rate is governed by an applicable State statute or a court order.
- B. Employees who are properly authorized to utilize their vehicle for County business must submit their request for compensation for mileage on the proper voucher.

- C. Employees whose mileage is less than eight (8) miles per day with a minimum of two (2) visits made shall be paid a flat rate of three (\$3.00) Dollars per day.
- D. County employees using their personal vehicles who are directed to do so by an appropriate supervisor on authorized business are covered under the County insurance limits, and are not required to provide any insurance coverage beyond what they consider adequate for their personal use of their automobiles. Salem County will reimburse those employees utilizing their personal cars on County business up to One Hundred (\$100.00) Dollars to compensate for the increased premium they become subject to because of this usage. The employee must provide a certificate of insurance to the County Treasurer citing the minimum coverage required. Also, the employee must submit proof of payment to his/her insurance carrier for the excess insurance required. Employees covered under this provision must also notify the County Treasurer immediately if their insurance lapses or is revoked for any reason. Failure to comply with this article shall subject the employee to disciplinary procedures as determined by the County Board of Chosen Freeholders.
- E. Employees may be directed by their supervisors to utilize a County owned vehicle during their employment. If an employee is authorized to utilize a County owned vehicle, the employee is responsible for that vehicle and is not permitted under any circumstances, to utilize that vehicle for personal use.
- F. The employee to who the County vehicle is assigned is responsible for the security and safe operation of the vehicle. He/she should insure that the vehicle is in safe operating condition. County vehicles may only be utilized for official County business. Any employee, who determines that a functional problem exists with a vehicle or that the vehicle is unsafe, must report that condition to his/her supervisor, except in correctional facility emergency situations. Employees using County vehicles shall use their best efforts and knowledge possessed to make sure that said vehicle that they are using is running in a safe manner and report any issues to an appropriate authority in writing, verbally, email and/or via text.
- G. Any time that an employee is utilizing a County vehicle and that vehicle is involved in any type of accident or traffic mishap, the employee must complete a report on the incident and give the report to his/her supervisor. The report must contain all details of the incident, including the names, addresses and phone numbers of any other drivers involved, along with the license number of other vehicles, the driver's license numbers of other drivers and the insurance certificate numbers of other drivers and the identity of any police department involved in investigation of the accident or mishap. A diagram plan should also be included to show graphically exactly how the traffic mishap or accident occurred.

- H. Any employee who fails to comply with the above rules and regulations or to follow the motor vehicle regulations of the State of New Jersey will be subject to full disciplinary procedures at the discretion of the Board of Chosen Freeholders.

**ARTICLE 21**  
**BASE WAGES**

- A. The parties agree that all personnel covered by this agreement who were employed on the signature date of this agreement shall receive the salary adjustment enumerated in the salary guide presented below. Additionally, all such employees will be brought up to the new salary guide as of the signing of this agreement, and will receive increases in accordance with the guide on January 1, 2014, January 1, 2015, and January 1, 2016. The Recruit step will be utilized for new employees hired after the signing of this agreement. Any employee in the Recruit step, after the recruit period concludes, the employee moves to Step 1, then first January 1 following the date of hire, the employee moves to Step 2. Any employee who leaves County service prior to the signature date of this agreement is not entitled to any benefits of the agreement including salary increases..

STEP	2012	2013	2014	2015	2016
Recruit		\$ 14.89	\$ 14.51	\$ 14.51	\$14.65
1	\$ 14.89	\$ 14.89	\$ 14.89	\$ 14.89	\$ 15.04
2	\$ 16.14	\$ 15.86	\$ 15.86	\$ 15.86	\$ 16.02
3	\$ 17.11	\$ 16.14	\$ 16.14	\$ 16.14	\$ 16.30
4	\$ 18.35	\$ 18.35	\$ 17.11	\$ 17.11	\$ 17.28
5	\$ 20.12	\$ 20.12	\$ 20.12	\$ 18.35	\$ 18.35
6	\$ 23.64	\$ 22.53	\$ 21.63	\$ 21.63	\$ 21.63
7		\$ 27.59	\$ 24.33	\$ 23.80	\$ 23.80
8			\$ 30.39	\$ 28.08	\$ 28.08
9+	\$ 30.58	\$ 32.75	\$ 33.24	\$ 33.90	\$ 34.58

- B. The parties agree that all personnel covered by this agreement who were employed on the signature date of this agreement shall receive the salary adjustment enumerated in the salary guide presented above.
- C. The parties agree that Sunday Premium overtime pay will be removed as of the signing of the contract.

D. In 2013, any percentage increase above 7 % will be retroactive to January 1. The remaining 7 % increases will be effective upon signing of the contract.

1. Fair Labor Standards Act (F. L. S. A) It is acknowledged that the County is required to comply with the provisions of the F. L. S. A. as they relate to employees covered by this agreement. Adjustments to wages are governed by the Treasury's Department's "Policy & Procedures for Wage Adjustments" which calls for errors in base wages of \$50.00 or more to be made in a timely manner/reasonable period of time. All other adjustments will be processed in the next pay period. Management reserves the exclusive right to amend and modify this policy and procedure as business needs dictated and will advise the union of any change thirty (30) days in advance.
2. The parties agree that paydays for employees covered by this contract shall be every other Thursday, as previously scheduled. All new and existing employees have the option of receiving their regular bi-weekly pay by direct deposit to their banking institution, free of charge, under the following circumstances:
  - i. One week's pay will be held back and is returned to them with their last pay upon termination. Those employees who currently have one week's pay withheld, will not need to have further pay withheld. Those employees, who currently do not have pay withheld, will make arrangements through the Treasurer's Office.
  - ii. The deposit must be for net pay only; special pays are not eligible for direct deposit at this time.
  - iii. The employee must complete an authorization form with the Treasurer's Office and submit a voided check or deposit slip from their banking institution.
3. The Parties agree that Officers shall not automatically progress through the ranges after the expiration date of this Agreement, until such time as a new Collective Bargaining Agreement is executed.

**ARTICLE 22**  
**RESIGNATIONS**

A. Notice. Employees who resign will give at least two weeks written notice, except in an emergency. The employer may consent to shorter notice if circumstances reasonable prevent the employee from giving the required notice.

**ARTICLE 23**  
**LEAVES OF ABSENCE**  
**(General Rules)**

- A. A permanent employee holding a classified position, who is temporarily mentally or physically incapacitated to perform his duties pursuant to Title XI A may be granted special leave of absence without pay within New Jersey Civil Service limitations.
1. Request for special leave of absence shall be submitted in writing stating the reason for the request, the date leave begins and the probable date of return to duty.
  2. Special leaves of absence if granted shall not exceed six (6) months by the Salem County Board of Chosen Freeholders.
  3. For each case of special leave without pay other than herein provided, the Board of Chosen Freeholders shall determine whether employees granted such leave shall be entitled to his/her former position on his return from such leave, or whether his name be placed on the reemployment list for the class.
- B. Upon the return of a permanent employee from an approved leave of absence, the employee assumes his/her prior seniority rights. If conditions warrant that he/she be laid off and placed on a reemployment list, proper New Jersey Civil Service procedures must be followed.
- C. Requests for special leaves of absences must be submitted in writing, prior to the leave's effective date, to the extent possible, in order to insure adequate coverage is maintained on the shifts. The request will state the reason for the request, the date the leave is anticipated to begin and the probably date of return to duty.
- D. The employer or their designee agrees to notify a shift supervisor of any employee who has requested an emergency vacation, bereavement or other leave time requested in order for the supervisor to insure that the affected shift has coverage prior to the start of the shift to the extent possible.
- E. The employee agrees to notify their supervisor before the start of the shift for any emergency vacation, bereavement or other leave time requested, so that the affected shift has adequate coverage.



**ARTICLE 24**  
**OTHER LEAVES**

- A. **Bereavement Leave**- For the bereavement of the death of a member of the immediate family as defined as (1) a husband or wife, (2) son or daughter, (3) father or mother, (4) grandparent, (5) brother or sister, (6) father or mother in law, or (7) foster family member, an employee on the twelve hour shift may request up to thirty-six (36) hours of bereavement leave without loss of pay and an employee on an eight hour shift up to twenty four (24) hours. For bereavement because of the death of an extended member of the family, as defined as aunt, uncle, niece, nephew, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law an employee on any shift (eight hour or twelve hour) may request up to twelve (12) hours bereavement leave without loss of pay. Bereavement leave must be taken within 3 working days of the funeral or memorial service, except in extra-ordinary circumstances approved by the Warden or his designee.
- B. **Jury Duty**-Full time employees shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty during working hours, as described by applicable law and New Jersey Civil Service rules. An employee who serves more than one half day on Jury Duty shall not be required to perform their regular work that day. However if the employee is excused from jury duty and serves less than one half day, they are required to report to work, unless excused by their supervisor. To the extent possible, the supervisor of a shift worker who is called for jury duty shall re-arrange the work schedule to permit the employee to work on the day shift, without loss of pay, for the duration of the jury service. Any employee who receives compensation for jury duty service shall turn over that compensation to the County in exchange for the employee's regular compensation during the actual days of jury duty service.

**ARTICLE 25**  
**12 HOUR SHIFT MEMORANDUM OF UNDERSTANDING**

The cause for this action is to address several issues whereby the implementation of a work schedule change may conflict with established terms of the current contract under which the County and the Correction Officers Association are bound. Consequently, this action does not seek to revise, amend, or modify any of the bargaining issues that were negotiated upon under the current work agreement. Instead, this action is initiated in an effort to further the harmonious relationship between the Facility Administration and the Employees of the Salem County Correction Facility. This action is proposed in good faith and with the cooperation of both concerned parties. The goal of this action is to implement a

Twelve (12) Hour Work Shift with a conscious effort to adopt a work schedule that suits both Correction Staff and Facility Administration. Due to some inescapable conflicts with the present Collective Bargaining Agreement, this Addendum is necessary to fairly and justly outline the specific areas of concern and the appropriate remedies to conciliate these conflicts, the terms and conditions specified in this Addendum apply only to those persons who would be assigned to a work schedule in accordance with this agreement. All other conditions set forth in the present agreement shall remain in full force and effect and shall apply to all Supervisory and Non-Supervisory personnel who are not assigned to either the A-1, A-2, B-1, or B-2 Shifts. The current contract shall further apply to any and all personnel who are assigned to one of the aforementioned Twelve (12) Hour Shifts, but who, at the discretion of the Sheriff and or Warden are temporarily scheduled to work an eight (8) hour day for the purpose of any of the following: A) Attendance At The Correctional Officers Training Academy; B) In-Service Training Program, C) Other Training outside of the Facility; or D) Temporary Reassignment to fill an eight (8) hour post position.

The Articles specified below, are issues whereby a conflict with the current contract and the implementation of the proposed "Twelve (12) Hour Work Shift" are evident. The Amended wording of each of these issues represents the fair and equitable management of these conflicts, and attempts to resolve said conflicts in the best interest of all parties concerned.

The purpose of this addendum is to provide a vehicle by which the County, the Sheriff, and the Correction Officer's Union could mutually agree to a work schedule modification that would benefit all parties. The implementation of the proposed work schedule shall be on a trial basis for a period of time to be determined by the Sheriff. The advantages and disadvantages of the proposed "Twelve (12) Hour Work Schedule" shall be closely monitored by the Facility Administration daily, and reviewed on a quarterly basis by the Sheriff. It must be noted that this addendum shall in no way limit, bind or obligate the Sheriff to continue with the proposed work schedule in the event that the modified schedule does not prove to be in the best interest of the County, the Facility, or the Correction Staff. This addendum is intended to be in full force and effect for as long as the "Twelve (12) Hour Work Schedule" is in effect, and in the event that the "Twelve (12) Hour Work Schedule" fails to produce the desired results (i.e., reduced sick leave abuse and reduced overtime) and is subsequently vacated by the Sheriff, thereupon this addendum is to be considered null and void effective on the date of the return to the previous work schedule. This addendum shall in no way infringe upon the rights of management to assign work schedules as stipulated under the current bargaining contract.

All other provisions and conditions contained in the present Collective Bargaining Agreement pertaining to the above-specified Articles other than those explicitly outlined in this addendum shall apply in their entirety to the employees covered under this addendum.

(Note: This addendum was made to the 1993-1996 Agreement between the parties. This substantive addendum to the Agreement is to improve the interpretation and comprehension of the 1996-1999 Agreement. This reallocation does not affect the intent of the addendum).

## **ARTICLE 26**

### **OVERTIME**

#### **(EIGHT-HOUR SHIFT OVERTIME)**

- A) Overtime for eight hour shift employee's is defined as any hours worked at the discretion and authorization of an employee's supervisor beyond forty (40) hours in any work week or over eight (8) hours in any workday when not part of a regularly scheduled workday (sick leave, vacation leave, administrative leave and bereavement leave shall not count as time worked – however for existing employees of this bargaining unit vacation leave, administrative leave and bereavement leave shall be counted). The calendar week is defined as from midnight Sunday to midnight the following Sunday. No member of this bargaining unit is authorized at any time to permit overtime for any other member of this bargaining unit. The supervisor authorizing overtime must not be a part of this bargaining unit. No employee may earn any overtime compensation unless the overtime compensation is specifically authorized prior to the time it is earned by the employee's appropriate supervisor except in cases of emergency. Payment for overtime worked shall not be unreasonably denied.
- B) Compensation for overtime for employees shall be time and one-half times the employee's regular hourly compensation rate as follows:
- 1) All hours worked beyond forty (40) hours, in the standard work- week, if and when the employee is ordered to work by the Department Head;
  - 2) Hours worked on an official holiday shall be compensated at time and one-half if part of a regular shift. If the Officer works overtime, payment shall be made at double time
  - 3) Seventh consecutive complete day of work as scheduled within a workweek; and
  - 4) All hours worked on a regular scheduled day off.
- C) Premium pay for overtime hours worked will be paid to employees at double time the regular hourly rate as follows:
- 1) Any overtime hours worked on a designated holiday; and
  - 2) Any hours worked on a Holiday that is not part of a regular shift.

To curb abuse of sick leave regulations, when an employee is scheduled to work a holiday, and fails to report to work, he/she may be required by the department head to provide a doctor's certificate, provided

just cause is indicated. If a certificate is requested and not provided, the individual shall not be eligible for holiday pay.

**(TWELVE-HOUR SHIFT OVERTIME)**

- A) The work period for employees scheduled to work on the Twelve (12) Hour Shifts shall, in accordance with the "Fair Labor Act, Section 207 (K), and 29 CFR Part 553.230, consist of a fourteen (14) day work period totaling not more than eighty-six (86) hours. The Employer agrees to compensate all hours worked in excess of eight-four (84) within the specified fourteen (14) day work period at the specified overtime rate.
- B) Overtime shall be determined in accordance with the specific conditions outlined below. Overtime shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly pay rate. For the purpose of this Article, a Calendar Week shall be defined as Beginning at midnight on Sunday and extending until mid-night of the following Sunday.
- C) Overtime Hours shall be defined as any hours worked in accordance with the following:
- 1) All hours worked in excess of eighty-four (84) over the fourteen (14) day work period;
  - 2) All hours worked beyond twelve (12) within any workday;
  - 3) Hours worked on an official holiday shall be compensated at time and one half if part of a regular shift. If the Officer works overtime, payment shall be made at double time;
  - 4) All hours worked on a regularly scheduled day off; and
  - 5) All hours on the seventh (7<sup>th</sup>) consecutive complete day of work within a Calendar Week.
- D) Premium Pay for Overtime Hours worked shall be compensated at the rate of two (2) times the employee's regular hourly pay rate. Premium pay shall apply to overtime hours in accordance with the following:
- 1) Any overtime hours worked on a designated holiday; and
  - 2) Any hours worked on a Holiday that is not part of a regular shift.

**Sick leave, vacation leave, administrative leave and bereavement leave shall not count as time worked for the purposes of counting towards overtime. However, for employees of this bargaining unit who were employed on or before April 1, 2009, vacation leave, administrative leave and bereavement leave shall be counted.**

**ARTICLE 27**  
**GRIEVANCE PROCEDURE**

A. Purpose

1. The purpose of this procedure is to secure the lowest possible level of equitable solution to the problems which may arise affecting, the terms and conditions of employment agreed upon herein.
2. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Procedure:

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.
3. Communications and decisions concerning formal grievances shall be in writing.
4. A grievant shall be permitted a representative at all levels of the procedure.
5. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.
6. Failure by the employer to issue a decision within the specified time limits shall render the grievance awarded on behalf of the grievant.
7. Grievances shall be adjudicated according to the terms of this procedure and the filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the employer.
8. Forms for grievance processing shall be developed between the parties and shall be mutually agreed by the parties and distributed on an as needed basis by either party.
9. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
10. If either party violates the procedural aspects of this agreement, a procedural violation of the terms of the agreement shall constitute a bar to preventing any grievance to arbitration. If either party commits a procedural violation in accordance with this clause, then the grievance shall be awarded to the other party who has not violated the procedural aspects of the grievance procedure.

C. Any grievance or dispute that might arise between the parties or any employee with reference to the application of or the meaning or interpretation of any provision of this shall be settled in the following manner:

1. **STEP ONE** - The grievant or his/her representative shall take up the grievance in dispute with the grievant's immediate supervisor within ten (10) days of the event causing the grievance,

who shall make an effort to resolve the problem within a reasonable period of time; to wit, ten (10) calendar days. At this level, a complaint or grievance need not be in writing.

2. **STEP TWO** - In the event any complaint or grievance of any employee cannot be resolved informally within fourteen (14) calendar days, a written grievance or complaint shall be submitted to the Warden, who shall acknowledge its receipt and shall render a decision in writing ten (10) days thereafter (excluding weekends and holidays).
3. **STEP THREE** - If the grievance still remains unresolved, it shall be presented by the employee or his/her representative to the Board of Chosen Freeholders, to the Clerk of the Board and to the labor consultant employed by the employer not more than ten (10) business days from the date response was received from the Step Two Level. The employer shall review and investigate the grievance. If a hearing is to be held on the grievance by the Board of Chosen Freeholders the employee will be notified within ten (10) days after the grievance is received by the Clerk of the Board of the date of the hearing. If a hearing is not deemed necessary, the employee will receive an answer to the grievance within ten (10) days after it is presented to the Clerk of the Board.
4. **STEP FOUR** – If the grievant is not satisfied with the resolution proposed by the Board in Step Three above, then the employee or his/her representative may submit the grievance to arbitration. The employee or his/her representative will present notification of the intent to proceed to arbitration in writing to County Freeholder Board Clerk within thirty (30) calendar days after receipt of the decision of the Board of Chosen Freeholders in Step Three. The grievant shall notify the Public Employment Relations Commission that a dispute exists and that he/she wishes an arbitration panel listing to be submitted to the County and to the grievant.
  - a. The arbitrator shall be appointed in accordance with the rules of the New Jersey Public Employment Relations Commission.
  - b. The arbitrator shall contact the parties individually and directly to set up a hearing date acceptable to both parties.
  - c. The arbitrator shall be bound by the provisions of this agreement and shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any supplement thereto. The decision of the arbitrator shall be binding upon parties.
  - d. If requested by either party, the arbitrator shall first rule on arbitrability of a grievance.
  - e. The cost for the service of the arbitrator shall be borne equally by the employer and the Association. Any other expenses, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

## **ARTICLE 28**

### **DISCIPLINARY REVIEW PROCEDURES**

It is hereby acknowledged that the County is currently reviewing and revising the Disciplinary Code for the Salem County Correctional Facility. The aforementioned Code includes both the Disciplinary Policies and Disciplinary Procedures for all correctional staff. The Employer acknowledges that the Disciplinary procedures are negotiable and will work with the Union to negotiate these issues in a separate Employee Disciplinary Code.

## **ARTICLE 29**

### **UNION LEAVE**

The parties agree that the members of the bargaining unit will be granted a maximum of twelve (12) days per year (144 hours per year) to be utilized by any officer or member of the unit to perform union related business or duties, excluding Contract negotiations. These days shall be aggregate twelve (12) days (144 hours per year) with members on the twelve-hour shift having 12-hour days and members on the eight-hour shift have eight-hour days. Prior to taking this union leave, advance notice must be given to the Warden or the Warden's designee by the union official involved in requesting the time off. The notice should be provided in writing to the supervisor. It is agreed by the parties, that the taking of such leave not interrupt the work of the Correctional Facility or the Sheriff's Department. All union leave must be approved by the President or other union official of the Salem County Correctional Officer's Association. The aforementioned maximum hours shall not apply to contract negotiation sessions where both Union and Employer representatives are present, however it is understood and agreed that no more than 4 employees will be granted Union leave to attend such negotiating sessions.

## **ARTICLE 30**

### **SHOP STEWARDS**

- A. S.C.C.O.A., through its President or designee, shall represent all employees covered by this Agreement in the adjustment of the grievances, as set forth in Article \_\_\_\_\_. The Department will recognize up to and including three (3) Stewards from each shift at the Correctional Facility.
- B. Stewards shall not leave their work assignment without first receiving the approval of their appropriate supervisor (such approval shall not be unreasonably withheld) to receive grievances and communications. These activities shall not interfere with the work of other employees.
- C. The SCCOA agrees to provide the Department with a list of Stewards and will keep the list current. The Department will recognize only those Stewards whose names appear on the list.

## ARTICLE 31

### WORKMAN'S COMPENSATION, SAFETY & HEALTH

A. When an employee is injured in the course of his/her employment and qualifies for workman's compensation:

1. He/she will be paid the difference between the amount received as Worker's Compensation which would have been payable on said amount and his/her salary during the period he/she is unable to work, as determined by a physician designated by the insurance carriers.

2. Time off will not be charged against accumulated sick leave.

B. The employer shall at all times maintain safe and healthful working conditions and will provide employees with any protective tools and devices reasonably necessary to insure their safety and health. The proper use of this equipment is mandatory on the part of all employees and any employee who refuses to comply with a safety or health regulation shall be subject to discipline at the discretion of the Board of Chosen Freeholders.

C. The Sheriff, the Warden and the President of the S.C.C.O.A. shall each designate one member of a Safety Committee to represent the Correctional Facility on the County's Safety Committee. The responsibility of the committee shall be to investigate and correct any unsafe and unhealthful conditions. They shall meet at least twice a year to review conditions in general and to make advisory recommendations to all parties where and when appropriate.

D. If any employee covered by this agreement is injured, hospitalized or dies in the line of duty, the Shop Steward shall request permission to notify the President of the S.C.C.O.A. from the Shift Supervisor and such permission shall not be unreasonably denied.



**ARTICLE 32**  
**PERSONNEL RECORDS**

A) Disclosure of Personnel Records Pursuant to N.J.S. A. 47:1A-10 the Open Public Records Act (OPRA).

1) The Employer and Union agree that all personnel records of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent of the employee and in accordance with the provisions thereto. An employee shall have the right to inspect his or her own personnel records upon written request and upon twenty four (24) hours notice, at a mutually convenient time as set by the Personnel Department of the Clerk of the Board's Office. Each employee will have the right to receive a copy of any document that is to be placed in the employee's personnel file. The employee may attach a response to such document, as may the County, and the employee must initial the document to signify that the employee has received the document.

B) Disciplinary Records.

1) All disciplinary records on employees will be kept in confidential files in the Correctional Facility with a copy in the Personnel Department of the Office of the Clerk of the Board. Each employee may request a copy of any documents critical of the employee or the employee's job performance and will be required to sign such documents, to be placed in his or her personnel file. The employee's signature will not signify agreement with discipline; it will acknowledge their awareness of the matter being addressed. The employee may, at his or her option, submit a written response to such document, which shall be included with the document in the employee's file.

**ARTICLE 33**  
**BULLETIN BOARDS**

The employer shall provide the designated bulletin board or bulletin board space, which shall serve as the location for all official notices from the employer to employees and for the posting of any S.C.C.O.A. announcements. All material posted on this bulletin board must be S.C.C.O.A. business and the bulletin board can be used for no purpose other than employer/employee announcements.

## ARTICLE 34

### UNIFORMS

- A. The Sheriff will provide an "Initial Issue" of uniforms that will consist of the "Basic Uniform" stipulated below to members of this bargaining unit during their initial ninety (90) day employment period.

The "Basic Uniform" shall consist of the following:

- a. One (1) Pair of Boots;
  - i. \*Note: Authorized Shoes may be substituted for Boots upon production of proper documentation of a certified medical condition preventing a member from wearing the authorized boots.
- b. One (1) Belt;
- c. Three (3) Short Sleeve Shirt;
- d. Three (3) Long Sleeve Shirt;
- e. One Mock Turtleneck Dickey;
- f. Three (3) Pair of Trousers;
- g. One (1) Short Sleeve Polo Shirt
- h. One (1) Jacket.

- B. Upon the successful completion of the In-House Training Program, Officers will be issued the following Items:

- a. One (1) Identification Wallet
- b. One (1) Department Badge
- c. One (1) Department Identification Card
- d. One (1) Dual Glove Pouch

- C. Upon the successful completion of the ninety (90) day employment period, the following additional items will be issued:

One (1) "Class A" Uniform Consisting of:

- a. One (1) Pair of Shoes;
- b. One (1) Belt;
- c. One (1) Long Sleeve Shirt;
- d. One (1) Dress Tie;
- e. One (1) Pair of Trousers;
- f. Two (2) Each Silver SCCF Collar Insignias
- g. One (1) Department Tie Bar;
- h. One (1) Long Sleeve Polo Shirt;
- i. One (1) Blue Knot Hat;
- j. One (1) Blue Ball Cap; and
- k. One (1) Blue Sweater.

- D. All Correction Officers shall receive a complete "Basic Uniform" Issue for their first two (2) years of service in the Department.
- E. Officers with two (2) or more years of service shall be required to request replacement of damaged or worn-out uniform items on an as needed basis. At no time shall replacement items exceed the Basic Uniform Issue quantity during any calendar year.

All uniform items are the property of the Correctional Facility, the replacement of any uniform item shall be made on a one-for-one basis. All uniforms must be returned upon termination of employment with the Sheriff's Office.

F. The County agrees to reimburse the actual cost of all clothing and other items required by the Correction Officers Academy for recruits upon successful completion of the Academy, if the employee returns the clothing or item in question to the Correctional Facility Management along with an appropriate receipt/documentation.

**ARTICLE 35**  
**CLOTHING ALLOWANCE**

- A. The parties agree that personnel covered by this agreement will be paid a clothing allowance as follows:
  - 1. \$550, which shall be due and payable on or before December 17<sup>th</sup> of each year.
- B. No person is entitled to a clothing allowance until he or she completes six (6) months consecutive service.
- C. The clothing allowance shall be paid to all personnel covered by this agreement who have worked for the Sheriff's Department as a Correction Officer and who are required to wear a uniform and maintain the uniform in accordance with the direction of the Facility Administrator.
- D. Personnel who have not completed six (6) consecutive months of service by the 15<sup>th</sup> day of December in either contract year shall receive the enumerated clothing allowance within thirty - (30) -calendar days after the completion of these six (6) consecutive months of service.
- E. In the event that a Correction Officer is otherwise qualified to receive the clothing allowance, except that such Officer was promoted and becomes a permanent member of the Superior Correction Officer Association, said Officer shall be entitled to a prorated clothing allowance equal to one twelfth (1/12) of the total allowance for each full month they have served as a Correction Officer.

**ARTICLE 36**  
**LIAISON CONCERNS**

- A. The parties agree that the Sheriff will make available an eating facility, a changing facility, details of internal security tactical deployment plans, access to weapons and security instruments maintained in the Correctional Facility arsenal and tactical training for Correction Officers. Use of

the facilities will be permitted to employees of the Sheriff's Department of the County of Salem who are authorized to use these facilities by the Sheriff, his/her designee, and the Warden or superior officers.

- B. The Sheriff's Department will make available lockers for the use of members of this bargaining unit and superior officers.

### **ARTICLE 37**

#### **LIAISON COMMITTEE**

The Liaison Committee will make appropriate recommendations for the implementation of all programs and facilities enumerated above.

A Liaison Committee composed of the Warden and/or the Deputy Warden and representatives of the S.C.C.O.A. will make recommendations concerning work rules and work place specific policies to the Sheriff. This committee can be used to discuss present or future contractual issues. Any recommendations from the liaison committee shall be made in writing to the Sheriff and are advisory unless or until it is agreed to and ratified by all parties to this agreement. Issues such as grievance procedures, uniforms, records retention and disciplinary review procedures (including the eight (8) hour suspension ruling) are currently being evaluated.

### **ARTICLE 38**

#### **EMERGENCY MEDICAL TECHNICIAN REIMBURSEMENT**

Commencing with the signing date of this contract, a maximum of three Correction Officers assigned to the 7 pm -7 am (12 hour) shift will be reimbursed five hundred dollars (\$500) for utilization of their EMT certification on the evening shift. This is for coverage when the nurse is not on staff and will be paid once each calendar year, and not later than December 17<sup>th</sup> of the year in which they served on this shift. The officers must have held an EMT certification for the entire year and served on this shift for a majority of the year. The Warden will develop a written policy which governs the selection of individuals for this reimbursement and which addresses pro-rating of the reimbursement when needed.. Proof of EMT certification and letter of verification from the local officer in charge (i.e. Chief) stating current active status within a community unit is required when submitting payment vouchers to the Warden. EMT officers shall receive one work day off (12 hours) to attend mandatory recertification training. The leave shall be allowed to be used in four hour increments.

## **ARTICLE 39**

### **MILITARY LEAVE**

Employees of the County of Salem are covered by the Salem County Military Leave Policy adopted by the Salem County Board of Chosen Freeholder. This policy provides for the compensation and benefits of employees called to active duty as well as those who are called for reserves. The County Policy conforms to the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U. S. C. 4301 et seq.

## **ARTICLE 40**

### **CALL-IN TIME**

If an employee is called in to assume duty beyond the regularly scheduled workday, the employee shall be compensated for three (3) hours at time and a half. Supervisors shall permit the employee to return home if there is no good cause for the employee to remain for the 3 hour minimum.

a) An employee is "called in" when that employee is required by his/her supervisor or by the immediate necessity of the assignment, to assume active duty, without receiving at least twenty-four (24) hours notice in advance of said assignment.

## **ARTICLE 41**

### **CONTINUATION OF BENEFITS**

The parties agree that any benefit enjoyed by the employees at the time of the commencement date of this contract shall be continued in full force and effect at a level equal to or greater than that enjoyed as of December 31<sup>st</sup>, 2008 except as specifically negotiated herein.

## **ARTICLE 42**

### **DURATION**

This three (4) year agreement shall be in full force and effect retroactive to the 1<sup>st</sup> day of January 2013 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2016 subject to the right of each party to reopen negotiations as required by law. Furthermore the County agrees to reopen negotiations six (6) months prior to the expiration date.

## **ARTICLE 43**

### **DISTRIBUTION**

Distribution of this agreement shall be sent via DMS program.

ARTICLE 44  
POLICY AND PROCEDURE MANUAL

The Association acknowledges receipt and review of the draft of the proposed County of Salem Policy and Procedure Manual. To the extent that the Association or the members thereof must consent to same, said consent is hereby given.

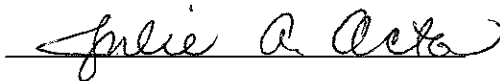
IN WITNESS WHEREOF, the parties hereto have set their hands 27<sup>th</sup> this day of NOVEMBER, 2013.

SALEM COUNTY CORRECTION  
OFFICERS ASSOCIATION



Andrew Riddle  
S.C.C.O.A. President

SALEM COUNTY BOARD OF  
CHOSEN FREEHOLDERS

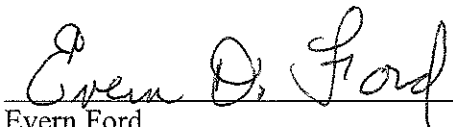


Julie Acton  
Freeholder Director

Attest:



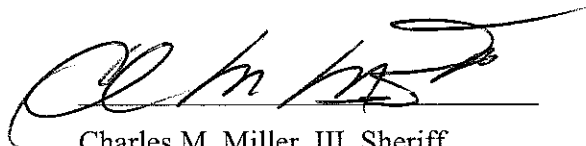
Robert Flinn  
S.C.C.O.A. Vice President



Evem Ford  
Clerk of the Board/Administrator



Laraysha Woods  
S.C.C.O.A. Secretary



Charles M. Miller, III, Sheriff  
County of Salem