

**COLLECTIVE BARGAINING CONTRACT  
AGREEMENT**

**BETWEEN**

**SALEM COUNTY CORRECTIONAL  
OFFICERS ASSOCIATION**

**IN THE SALEM COUNTY JAIL**

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

1999 – 2001

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**ARTICLE I**  
**PREAMBLE**

This agreement entered into by the Salem County Board of Chosen Freeholders, hereinafter referred to as the "Employer", and Salem County Correctional Officers Association, N. J. FOP Labor Council, Inc., hereinafter referred to as the "Representative", have as its purpose the promotion of harmonious relations between the Employer and the Representatives 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 II**  
**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 managerial executives, supervisory personnel, confidential employees, craft employees, professional employees, County Correction Sergeant, County Correction Lieutenant, and County Correction Captain and any other employees represented in the collective bargaining unit currently recognized by the Board of Chosen Freeholders.

**ARTICLE III**  
**PAYROLL DEDUCTION OF**  
**SALEM COUNTY CORRECTIONAL OFFICERS ASSOCIATION DUES**

The Employer agrees to deduct monthly membership dues in the Salem County Correctional Officer Association, Corestates Bank, Broad Street, Pennsville, N. J. 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 Correctional Officers Association, together with a list of the names of all employees for whom the deductions are to be made.

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) 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.

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.

Any written designation to terminate the deduction of Salem County Correctional Officers 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.

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.

The Clerk of the Board will notify the Treasurer of the bargaining agent within thirty (30) days of hire of all employees, their address, birth date, classification, rate of pay and social security number and all of removals from the Employer's payroll.

**ARTICLE IV**  
**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;
  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 Correctional Officers' Manual of Duties;
  6. To maintain the efficiency of employees in the performance of their duties as defined in the Correctional 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 Department of Personnel 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 enumeration's 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.
- D. 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.

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ARTICLE V  
WORK CONTINUITY CLAUSE

- A. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and functions is 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 VI**  
**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 VII**  
**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 VIII**  
**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 Officer's Manual.

**ARTICLE IX**  
**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 X**  
**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. A copy of the policy and procedures manual will be made available for inspection by all employees.

## ARTICLE XI

### SENIORITY

- A. Seniority list will be developed and posted within thirty-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 post positions, is defined as follows:
  - 1. Correctional Officers – date of employment with the Salem County Correctional Facility.
  - 2. Correctional Sergeant – appointed time in title.
  - 3. Correctional Lieutenant – appointed time in title.
- C. Any employee may exercise seniority to bid for vacancies on assignments and post-positions provided that the Employer's criteria for qualifications are met. The Employer's criteria for qualification includes the Employee's entire personnel record. The Employer will post any criteria. Seniority will be a consideration for selection. All vacancies and post-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 Department of Personnel 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 same to the representative upon request.
- F. Unless New Jersey Department of Personnel 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 Department of Personnel 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 XII

### MEDICAL INSURANCE COVERAGE

- A. Indemnity and PPO Plans – The Employer shall continue to provide medical insurance through the Traditional Indemnity Plan for full-time permanent and provisional employees. Dependent coverage shall be included. Employees shall be permitted optionally to participate in the available PPO Plan. An open enrollment period shall be offered at least annually for employees who wish to change coverage. Employees shall be required to contribute toward the premium payments for the PPO Plan only to the extent that such premiums exceed the cost of comparable coverage under the indemnity plan. Employee contributions, if required, shall be made through payroll deduction.
- B. Group, Accident and Health Insurance – Full time permanent and provisional employees may enroll in group, accident and health insurance coverage currently in force by the County of Salem. The cost for such insurance shall be divided between the employer and the employee and the employer shall pay seventy-five percent (75%) of the total premium cost and the employee shall pay twenty-five percent (25%) of the total premium cost.

- C. Selection of Carrier – The County Board of Chosen Freeholders, at its sole discretion, retains the right to select and change insurance carriers during the term 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.
- D. 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 ten (\$10.00) dollars for brand name drugs. Prescription expenses incurred prior to the effective date may be submitted for payment under the Employer's former prescription reimbursement program. All full-time personnel covered by this Agreement are entitled to this benefit.
- E. Optical Plan – The Employer shall provide reimbursement not exceed ninety (\$90.00) dollars annually per family for expenses incurred by full-time Employees and their dependents for non-medical eye examinations, prescription lenses (including contact lenses), and frames. Payments shall be made upon presentation of a paid receipt by the Employee.
- F. 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 remarries whichever occurs first. This will allow time for the spouse to obtain other benefits.

**ARTICLE XIII**  
**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. Washington's Birthday (3<sup>rd</sup> Monday in February)
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day (4<sup>th</sup> Monday in May)
7. Independence Day
8. Labor Day
9. Columbus Day (2<sup>nd</sup> Monday in October)
10. General Election Day
11. Veteran's day
12. Thanksgiving Day
13. Thanksgiving Friday (Day after Thanksgiving)
14. Christmas Day
15. 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.

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 12:00 A.M. to 11:59 P.M. of the 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) day of administrative leave after each six (6) months of service. After completion of one (1) year of service as a County employee three (3) days administrative leave with pay per year may be granted each employee at his/her request upon approval by the Departmental Head. 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 must be taken in full day 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 Correctional 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 a 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 XIV**  
**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 Department of Personnel employees shall be entitled to the following sick leave with pay.

1. 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, and fifteen (15) days sick leave with pay for each calendar year thereafter, which can only be taken as earned. 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.

- 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 Department of Personnel 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 Department of Personnel 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. If an employee abuses sick leave, abuse shall be defined as utilizing sick leave for a purpose other than specifically stated in this article or utilizing sick leave for the illness of a person other than those relations defined as being part of the employee's immediate family in Section A of this article. Also any instance where an employee covered by this agreement continued on sick leave after the employee is able to return to work from a period of illness.
- 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 work day missed in accordance with the provisions set forth in this article.

- K. 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

**ARTICLE XV**  
**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.
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) work day 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 Carry-over</b>	<b>Vacation Eligible to Allowed to Accumulate</b>	<b>Maximum Vacation</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 1/2 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 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 designee. If verification of the emergency is not provided, the employee will not be paid for the days (s) they were absent and he/she may be subject to disciplinary action under the Disciplinary code.

**ARTICLE XVI**  
**HOSPITALIZATION AFTER RETIREMENT**

Upon retirement employees with a minimum of twenty-five (25) years of consecutive, unbroken service with the employer shall have hospital, surgical and major medical benefits paid in full by the employer, in accordance with the policy established by the Board of Chosen Freeholders.

**ARTICLE XVII**  
**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 \$15,000.00
- C. Employees who remain in County service to fill a position but who leave the within 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 XVIII**  
**AUTOMOBILE UTILIZATION**

- A. Employees who are specifically requested and authorized to use their personal vehicle for authorized County business will be compensated at the rate of twenty-five cents (\$.25) per mile, 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 and that the vehicle has sufficient gas, oil, water, coolant, etc. prior to starting out on the assignment. 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 jail emergency situations.
- 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 at the discretion of the Board of Chosen Freeholders.

**ARTICLE IX**

**SALARIES**

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 below. 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:

	<u>1999</u>		<u>2000</u>		<u>2001</u>	
Starting S	26000	(\$11.90)	26000		26000	
13- <del>14</del> <sup>14</sup> -Mos.	27700	(\$12.68)	27900	(\$12.77)	28100	(\$12.87)
25-36-Mos.	28700	(\$13.14)	29000	(\$13.28)	29600	(\$13.55)
37-48-Mos.	29700	(\$13.60)	31100	(\$14.24)	31900	(\$14.60) <sup>14.61</sup>
48-Mos-Up	31700	(\$14.51)	33700	(\$15.43)	34700	(\$15.89)

**ARTICLE XX**

**SHIFT DIFFERENTIAL**

A. Personnel who are either assigned to, or otherwise work the Twelve (12) Hour Shifts designated as the Number One (#1) Shifts (i.e., "A-1" or "B-1"), shall be entitled to receive additional compensation on an hourly basis at the rate of \$0.55 (fifty five )cents per hour for each such hour worked.

B. Personnel assigned to an eight (8) hour, 3:00 P.M. to 11:00 P.M. shift shall receive a shift differential of .50 cents per hour. Personnel assigned to an eight (8) hour, 11:00 P.M. to 7:00 A.M. shift shall receive a shift differential of .55 cents per hours. Personnel assigned to an eight (8) hour day shift shall not receive a shift differential. Personnel working overtime shall receive the shift differential for the shift they are assigned to.

**ARTICLE XXI**  
**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 Department of Personnel 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 Department of Personnel procedures must be followed.

**ARTICLE XXII**  
**OTHER LEAVES**

- A. For attendance at a funeral because 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. The request must be submitted to the employee's supervisor prior to the commencement of such leave.

- B. An employee shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as described by applicable law and New Jersey Department of Personnel rules. However, 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 XXIII

#### 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. 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 employees 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 in addition to the regular day's pay for the holiday. "Comp" time may be substituted for the regular day's pay, if requested by the employee.
  3. The first eight (8) hours of any shift worked on Sunday.
  4. All hours worked on a regular scheduled day off.
- C. Premium pay for overtime hours worked will be paid employees at double time the regular hourly rate as follows:
1. Seventh consecutive day of the scheduled work week.
  2. Second shift of a double shift worked on Sundays and Holidays.
- D. 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)**

- E. 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.
- F. 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.
- G. 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 work day.
  3. All hours worked consecutive to a regularly scheduled twelve (12) hour.
  4. The first twelve (12) hours worked on an Official Holiday.
  5. The first twelve (12) hours worked on Sunday.
  6. All hours worked on a regularly scheduled day off.
- H. 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. All hours worked exceeding twelve (12) on a Sunday, or an Official Holiday.
  2. All hours worked on the seventh (7<sup>th</sup>) consecutive day of a Calendar Week.

**ARTICLE XXIV**  
**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 contained in this agreement. 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, who shall make an effort to resolve the problem within a reasonable period of time; to wit, fourteen (14) calendar days. At this level, a compliant 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 five (5) business days thereafter.

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. 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 seven (7) 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 XXV**

#### **UNION LEAVE**

The parties agree that the members of the bargaining unit will be granted a maximum of twelve (12) days per year to be utilized by any officer or member of the unit to perform union related business or duties. These days shall be aggregate twelve (12) days 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 appropriate department head or supervisor 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 Jail or the Sheriff's Department. All union leave must be approved by the President of the Salem County Correctional Officer's Association.

## ARTICLE XXVI

### 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 compensation 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. 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.

## ARTICLE XXVII

### 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 XXVIII

### UNIFORMS

- A. The basic uniform consists of one (1) pair of shoes, one (1) belt, one (1) Summer or one (1) Winter shirt, and one (1) pair of pants. The Sheriff will provide an initial issue of uniforms one piece of each item to members of this bargaining unit during the ninety (90) day probationary period. Upon completion of the ninety (90) day probationary period, the following additional items will be issued: Two (2) Winter shirts, Two (2) Summer shirts, and two (2) pair of pants. Annually thereafter the uniform issue would be as follows: Three (3) Winter shirts, three (3) Summer shirts, three (3) pairs of pants, one (1) pair of shoes and one (1) belt. There is not a requirement that the uniforms be turned in at the time of new issue.
- B. All uniforms will be turned in upon termination of employment with the County.
- C. An outer jacket shall be issued upon completion of the probationary period and reissued on an as needed basis.
- D. Uniforms, shoes and outer jackets shall be worn when performing Correctional Officer's duties and shall be maintained at the direction of the Sheriff or his designee. All regulations on uniform care, maintenance and upkeep will be enforced.
- E. Damaged or worn out uniforms and shoes will be replaced on an item-by-item basis by the County upon approval.
- F. The County agrees to reimburse the cost of all clothing required by the Correction Officers Academy for recruits upon successful completion of the Academy. The clothes are then the property of the County.





**ARTICLE XXXI**  
**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 employee shall receive this clothing allowance unless they properly process the appropriate voucher and unless they are an employee of the Department for six (6) consecutive months prior to the payment date. No person is entitled to a clothing allowance until he or she completes six (6) months consecutive service. No employee shall be entitled to more than one clothing allowance in one calendar year.
- C. The clothing allowance shall be paid to all personnel covered by this agreement who have worked for the Sheriff's Department as a Correctional Officer and who are required to wear a uniform and maintain the uniform in accordance with the standards of the Sheriff's, Warden's and Superior Officer's direction.
- 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.

**ARTICLE XXXII**  
**DENTAL COVERAGE**

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.

**ARTICLE XXXIII**  
**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 June 30, 2001, notwithstanding anything to the contrary.

2002 ✓

**ARTICLE XXXIV**  
**DURATION**

This agreement shall be in full force and effect retroactive to the 1<sup>st</sup> day of July, 1999 and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2001 subject to the right of each party to reopen negotiations as required by law.

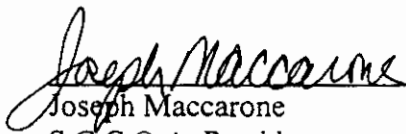
2001 ✓

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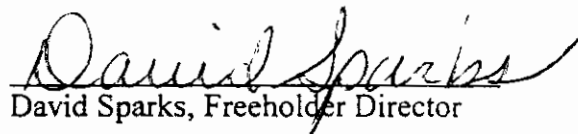
IN WITNESS WHEREOF, the parties hereto have set their hands

10<sup>th</sup> this day of September, 1999.

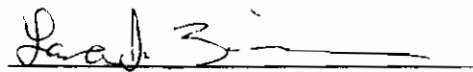
SALEM COUNTY CORRECTIONAL  
OFFICERS ASSOCIATION

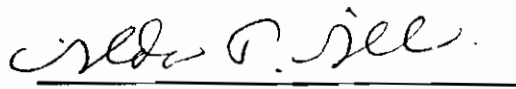
  
Joseph Maccarone  
S.C.C.O.A. President

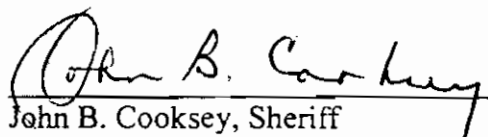
SALEM COUNTY BOARD OF  
CHOSEN FREEHOLDERS

  
David Sparks, Freeholder Director

Attest:

  
Lawrence Zimmerman  
S.C.C.O.A. Vice President

  
Gilda T. Gill, Clerk of the Board

  
John B. Cooksey, Sheriff  
County of Salem

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**ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**Salem County Correctional Officers Association**  
**And**  
**The Salem County Board of Chosen Freeholders**

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 Correctional 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 Correctional 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 Correctional 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

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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 Correctional 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 Correctional 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.

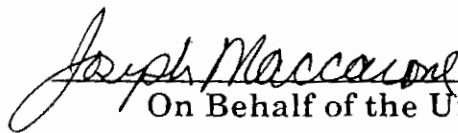
All other provisions and conditions contained in the present Collective Bargaining Agreement pertaining to the above specified Articles other than those explicitly outlined in this addendum shall apply in their entirety to the employees covered under this addendum.

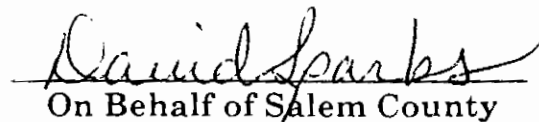
(Note: This addendum was made to the 1993-1996 Agreement between the parties. This substantive addendum to the Agreement is to improve the interpretation and comprehension of the 1996-1999 Agreement. This reallocation does not affect the intent of the addendum).

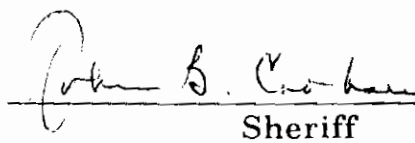
Memorandum of Understanding  
Between The  
County of Salem  
And The  
Salem County Correctional Officer's Association

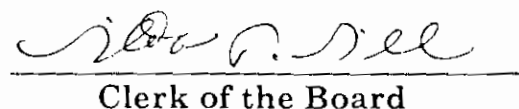
It is hereby agreed by and between the parties, that the Collective Bargaining Agreement shall be amended as follows:

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 appointment. Fifteen- (15) days sick leave shall be available to each member at the beginning of each calendar year thereafter.
2. Call-In pay shall be available on the basis of a four-hour minimum at time and one-half. The called in member shall be required to work, but shall have the right to leave if not needed. If the member elects to leave, he shall only be paid for the time he actually performed a duty.
3. The Sick Leave Article shall be amended to include the current Sick Leave Verification Policy.
4. The Grievance Article shall include a 10-business day statute of limitation for filing a written grievance and for presenting a grievance to the Board of Chosen Freeholders, Clerk of the Board and the labor consultant at the Step Three level.

  
On Behalf of the Union

  
On Behalf of Salem County

  
Sheriff

  
Clerk of the Board

DATE: 9 / 10 / 99