

2-0449

Contract # 17

17-50

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
Salem County Board of Chosen Freeholders  
THE COUNTY OF SALEM BOARD OF CHOSEN FREEHOLDERS

AND THE SHERIFF OF THE COUNTY OF SALEM

AND

THE POLICE BENEVOLENT ASSOCIATION, LOCAL 178

COVERING (SALEM COUNTY SHERIFF'S OFFICERS)

X MAY 1, 1983 TO APRIL 30, 1986

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ARTICLE I

PREAMBLE

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between the SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS & the Sheriff hereinafter referred to as the "Employer" and the POLICE BENEVOLENT ASSOCIATION, Gloucester County Regional Local 178, hereinafter referred to as "Representative".

ARTICLE II

RECOGNITION

The Salem County Board of Chosen Freeholders hereby recognizes Police Benevolent Association Local 178, Gloucester County Regional 178 as the sole and exclusive bargaining agent for all full-time provisional and permanent Sheriff's Officers; but excluding managerial executives, supervisors, confidential personnel, the Sheriff, Undersheriffs, clerical personnel, Blue Collar personnel, Security Chiefs, Court Attendants, part-time personnel, seasonal personnel, per diem personnel, special officers and casual personnel.

ARTICLE III

WORK CONTINUITY

- 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's organization, or 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 stoppage, 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, slowdown 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 discipline by the Employer.

#### ARTICLE IV

##### SEVERABILITY CLAUSE

If any part, clause, portion or article of this agreement is 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.

#### ARTICLE V

##### 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 Sheriff's Officers Manual.

#### ARTICLE VI

##### 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 VII

### PERFORMANCE EVALUATION

The Employer reserves the right to conduct performance evaluations of all personnel covered by this agreement. Performance evaluations will be conducted by the Sheriff and his/her designee and the employee will be given a copy of his/her performance evaluation form.

## ARTICLE VIII

### 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 permanent and provisional Civil Service 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 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 diseases may be approved on the certification of the local Department of Health or upon such reasonable proof as the Employer shall require.
- G. In accumulating sick leave due, the total used continuous unbroken service in classified Civil Service positions with the Employer shall be considered less any sick leave actually utilized.
- H. An employee who does not expect to report for work because of personal illness, or for any reason hereinabove described as sick leave, shall notify his/her immediate superior, by telephone or by personal message, at least one (1) hour 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.

#### ARTICLE IX

##### HOLIDAY 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 Years Day
  2. Martin Luther King's Birthday
  3. Washington's Birthday (3rd Monday in February )
  4. Lincoln's Birthday
  5. Good Friday
  6. Memorial Day (4th Monday in May)
  7. Independence Day
  8. Labor Day
  9. Columbus Day (2nd 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 of its 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. Three (3) days administrative leave with pay per year may be granted each employee at his request upon approval of the department head, after, completion of one (1) year of service as a County employee. The employee becomes eligible for the above, January 1st after he has completed one (1) full year of service.

Except in emergency conditions, forty eight (48) hours prior notice of such request shall be given to the immediate supervisor. Administrative leave must be taken in full day increments during the calendar year in which earned and shall not be accumulative.

New employees shall be eligible for one (1) day of administrative leave after each six (6) months.

#### ARTICLE X 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 Sheriff, 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) workday per month for each month actually worked.
  2. Beginning January 1, 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 County service for any reason prior to taking his/her vacation, shall be compensated in cash for the unused vacation earned at the time of separation. However, if an employee utilized his/her 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/her 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.
1. At the employee's request, a portion of a current year's vacation may be carried forward into the next succeeding year as follows:

<u>Years of Continuous Service</u>	<u>Vacation Eligible to Carryover</u>	<u>Maximum Vacation Allowed to Accumulate</u>
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

2. 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.
3. Requests to carry over vacation must be in the hands of the Department Head no later than November 1st of the current calendar year and such request must be submitted in writing.

## ARTICLE XI

### 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. However, since employees in retirement are no longer employees of the Employer, if at any time it becomes a financial burden for the County to continue to pay these costs the employee will be informed in writing of the County's decision to terminate such coverage and the employee at such time will have to begin providing such coverage for himself/herself, at his/her own expense.

## ARTICLE XII

### UNUSED SICK LEAVE AT RETIREMENT

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.

1. 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 \$12,000.
2. Employees who remain in County service to fill an unclassified position shall have their prior classified accrued sick leave credit frozen for the purpose of computation of this unused sick leave at retirement benefit.

## ARTICLE XIII

### 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 on the forms provided as attached to this agreement. A copy of the form shall be filed with the Clerk of the Board of Chosen Freeholders whenever it is filed at any step of the grievance procedure of this agreement.
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. There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Board of Chosen Freeholders at Level 3.
6. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.
7. Failure by the Employer to issue a decision within the specified time limits shall render the grievance awarded on behalf of the grievant.
8. 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.
9. 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.
10. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
11. If either party violates the procedural aspects of this agreement, a procedural violation of the terms of the agreement shall constitute a bar to presenting 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 the meaning or interpretation of any provision of this agreement, 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, three (3) days. At this level, a complaint or grievance need not be in writing.
2. STEP TWO: In the event any complaint or grievance of an employee cannot be resolved informally within a three (3) day working period, a written grievance or complaint shall be submitted to the Sheriff, who shall acknowledge its receipt and shall render a decision in writing five (5) 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 employees will be notified within seven (7) days after the grievance is received by the Clerk of the Board of the date of hearing. If a hearing is not deemed necessary, the employees 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 Employer will present notification of the intent to proceed to arbitration in writing to the County Freeholder Board Clerk within five (5) working days after receipt of the decision of the Board of Chosen Freeholders in Step Three. The grievant shall notify the Public Employment Relations Commission or State Board of Mediation that a dispute exists and that it wishes an arbitration panel listing to be submitted to the County and to the grievant.

Once the panel is received from the Public Employment Relations Commission or State Board of Mediation, the Employer and the grievant shall review the panel and strike any names that are unacceptable to either side with the grievant striking first.

The name or names of any acceptable arbitrators left on the list after the panel has been reviewed and any unwanted names stricken by the parties shall then be returned to the Public Employment Relations Commission

or State Board of Mediation. Upon receipt of the acceptable names, the Public Employment Relations Commission or State Board of Mediation shall notify the acceptable arbitrator. If no names remain on the list, then it shall be the responsibility of the Public Employment Relations Commission or State Board of Mediation to submit a second list of arbitrators and each party shall have the right to strike one name from a list of a total of three (3) names. The name remaining on the list, after each party has exercised its right to strike, shall be the name of the arbitrator so selected.

The arbitrator shall contact the parties individually and directly to set up a hearing date acceptable to both parties.

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 the parties.

If requested by either party, the arbitrator shall first rule on arbitrability of a grievance.

The cost for the services 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 the same.

#### ARTICLE XIV

##### 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 cents (20¢) per mile, 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 visits made shall be paid a flat rate of \$1.00 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 automobile. Salem County will reimburse those employees utilizing their personal cars on County business up to one hundred dollars (\$100) 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 whom 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 name, 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 XV

MEDICAL INSURANCE COVERAGE

- A. Hospital, Surgical and Major Medical Benefits - Full time permanent and provisional employees, after ninety (90) consecutive days service may enroll for benefits for the entire family under the County's current hospital, surgical and major medical insurance programs. The premiums will be paid by the Employer.
- B. Group, Accident and Health Insurance - Full time permanent 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.

ARTICLE XVI

LEAVES OF ABSENCE  
(General Rules)

- A. A full time permanent employee holding a classified position, who is temporarily mentally or physically incapacitated to perform his/her duties pursuant to Title XI may be granted special leave of absence without pay within 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/her return from such leave, or whether his/her 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 the employee be laid off and placed on a reemployment list, proper Civil Service procedures must be followed.

#### ARTICLE XVII

##### 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. These days shall be an aggregate twelve (12) days and 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 shall not interrupt the work of the Sheriff's Department.

#### ARTICLE XVIII

##### WORKMEN'S COMPENSATION, SAFETY & HEALTH

- A. When an employee is injured in the course of his/her employment and qualifies for workmen'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 position 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 Employer, the Sheriff and the P.B.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 on an as needed basis to review conditions in general and to make any advisory recommendations to all parties where and when appropriate.



## ARTICLE XIX

### 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 P.B.A. announcements. All material posted on this bulletin board must be P.B.A. business and the bulletin board can be used for no purpose other than Employer/employee announcements.

## ARTICLE XX

### WORK RULES

The Employer may, at its discretion, adopt work rules for the efficient and orderly operation of its departments. The bargaining agent will be given a copy of any work rules fifteen (15) days prior to the imposition of those work rules and the bargaining agent will be required to make any consultative comments it may have no later than ten (10) days after receipt of the proposed work rules. The Employer will consider the comments of the bargaining agent but the final adoption and implementation of the work rules will be a decision of the Employer.

## ARTICLE XXI

### DEDUCTION OF UNION DUES AND REPRESENTATION FEES

- A. The Employer agrees to make payroll deductions of P.B.A. Local 178 dues when authorized to do so by the employee on the appropriate form. The amount of such deduction shall be certified to the Employer by the P.B.A. Local 178. The Employer shall remit the dues to the Association at: Police Benevolent Association Gloucester County Regional P.B.A. Local 178, P.O. Box 113, Glassboro, NJ 08028, by the last day of the month following the calendar month in which such deductions are made or earlier if reasonably possible, together with a list of employees from whose pay such deductions were made.
- B. The union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments or any actions brought or issued against the Employer or the Association based upon the Employer's reliance upon this article.

ARTICLE XXII

COMPENSATORY TIME

The parties agree that compensatory time may be granted only at the direction of the employee's supervisor and that whenever compensatory time is granted it will be granted at the rate of one (1) hour for each hour actually worked.

ARTICLE XXIII

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer/Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment covering the personnel in this bargaining unit. Such negotiations shall begin not later than September 15th of the calendar year in which this agreement expires or a reopener provision of this agreement takes effect. Any agreement so negotiated shall apply to all employees included in this bargaining unit, shall be reduced to writing, shall be signed by authorized representatives of the County and the members of the bargaining unit as represented by P.B.A. Local 178.
- B. The County agrees that there shall be no changes in the terms and conditions of employment as enumerated in this agreement during the lifetime of this agreement, except through negotiations between the parties under the terms of this agreement and through a properly executed memorandum of understanding.
- C. Whenever any representative of the bargaining unit or any employee is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievances, conferences or meetings, he/she shall suffer no loss in pay or other fringe benefits and shall be relieved from duty subject to the manpower needs of the County Sheriff's Department.

ARTICLE XXIV

DELEGATES AND CONVENTIONS (P.B.A.)

- A. Appropriately elected or selected delegates to the State P.B.A. shall be permitted to take the day off without loss of pay or compensation to attend the scheduled meetings of the State organization. All special meetings ordered by the State organization are inclusive.

However, any meetings of the State organization relative to collective bargaining shall be deducted from the Union Leave provisions of this agreement.

- B. Convention delegates shall be permitted to attend a State convention in accordance with existing Court rules and regulations.

#### ARTICLE XXV

##### SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any article or section of this agreement, all other articles and sections not so invalidated shall remain in full force and effect.

#### ARTICLE XXVI

##### ASSOCIATION/MANAGEMENT LIAISON COMMITTEE

The parties agree that an Association/Management Liaison Committee will be formed during the initial phase of the contract and with the cooperation of both parties to this agreement. The purpose of this Committee shall be to study and make non-binding recommendations on the following issues:

1. Manner and method of promotions within the Department.
2. Establishment of or assignment to in-service training schools for all members of the Department.
3. Investigation of the implementation of a work schedule conducive to attendance at college for interested members of the bargaining unit.
4. Methods and manner of increasing the professionalism of the Sheriff's Department and the maintenance of good working relationships with the management of the Department.

#### ARTICLE XXVII

##### COMPUTATION OF SALARIES AND BENEFITS

The parties agree that seniority and other rights and benefits such as vacation and longevity, for the purpose of this article, shall be deemed to have commenced from the last date of hire of the employee. Any

interruption in service due to resignation, departure from the bargaining unit, unapproved leave of absence, absence without leave, termination for cause, breach of the employment responsibilities, shall constitute a break in service.

## ARTICLE XXVIII

### MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves onto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and 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 specific 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 Sheriff's Officers Manual of Duties;
  6. To maintain the efficiency of employees in the performance of their duties as defined in the Sheriff's 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 Civil Service 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 recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights.

#### ARTICLE XXIX

##### PRODUCTIVITY

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 any 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 programs 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. No Civil Service job classification shall be eliminated by a productivity program.

#### ARTICLE XXX

##### LONGEVITY

- A. Employees covered by this agreement will be eligible for longevity payments provided that they are members of the classified Civil Service for a minimum of five (5) years or more with continuous, unbroken service from the last date of hire as a member of the classified Civil Service on the following schedule:

1. A minimum of five (5) years up to the completion of nine (9) years of service - 1-3/4% of the employee's current annual base salary.
  2. Ten (10) years of service up to the completion of fourteen (14) years of service - 2-1/2% of the employee's annual base salary.
  3. Fifteen (15) years of service up to the completion of nineteen (19) years of service - 3-3/4% of the employee's current annual base salary.
  4. Twenty (20) years of service and beyond - 5% of the employee's current annual base salary.
- B. Only full time employees are eligible for the above longevity payments and all calculations towards eligibility will be based upon full time service in the classified Civil Service as an employee of the County of Salem from date of last hire.

#### ARTICLE XXXI

##### OVERTIME

- A. Overtime 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. All hours worked in order to be eligible for overtime calculation must be consecutive hours. 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.
- B. Compensation for overtime wage role 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 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 wage role 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.

#### ARTICLE XXXII

##### DEPARTMENTAL OPERATIONS

The parties agree that in accordance with the directive of the Sheriff the following matters will be resolved by the Sheriff as enumerated below:

1. Ammunition will be issued at least once each calendar year.
2. A rank system shall be established with the ranks of Sergeant, Lieutenant and Captain in that order.
3. Automobile protection equipment including grids, screens and other protective devices will be incorporated in new vehicles and existing vehicles operated by Sheriff's officers.
4. A job description shall be issued to each Sheriff's officer.
5. The Sheriff shall establish in-service training on the following matters:
  - a. Firearms
  - b. Tactical matters
  - c. Narcotics
  - d. State Police Training Commission recommendations

#### ARTICLE XXXIII

##### SALARIES

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:

1. Retroactive to May 1, 1983, all persons on the payroll as of the signature date of this agreement shall receive a seven percent (7%) increase in their base salary as of April 30, 1983. Such raise shall be added to the employee's current base hourly rate as of April 30, 1983 and shall be payable over the remaining pay periods in the pay cycle.
2. Effective May 1, 1984, all personnel on payroll as of that date shall receive a six percent (6%) increase in their base salary as of April 30, 1984. Such increase shall be added to their current base hourly wage and shall be payable over the remaining pay periods in the pay cycle.
3. No employee who has left the employ of the Sheriff's Department prior to the signature date of this agreement shall be eligible for any raise covered by this agreement. Any employee who leaves the employ of the Sheriff's Department after the signature date of this agreement shall receive compensation only up to the date the employee actually resigns. No employee who is covered by this agreement will be permitted to transfer to other bargaining units or to transfer to non-bargaining unit positions during the term of this agreement.

#### ARTICLE XXXIV

##### PROMOTIONS

Personnel who request promotional opportunities shall be recommended by the Sheriff and approved by the Board of Chosen Freeholders of the County of Salem. Promotional consideration will include skill and ability to perform the work, affirmative action, seniority, prior experience, rapport with personnel, and ability to exercise command.

In all cases, decisions regarding promotions shall rest solely with the Sheriff & the Board of Chosen Freeholders of the County of Salem and decisions on promotions shall not be subject to the grievance procedure of this agreement. The decision of the Board shall be final and binding.



ARTICLE XXXV

STATUTORY PROTECTION

This contract in no way supersedes the statutory or constitutional duties and obligations of the Offices of the Sheriff, County Clerk or Surrogate and is to be so interpreted.

ARTICLE XXXVI

CALL-IN TIME

If an employee is called in by his/her supervisor to perform work beyond the regularly scheduled workday for that employee as established by the employee's supervisor and the employee is called from home to return to work, the employee shall be guaranteed four (4) hours work at time and one-half compensation.

ARTICLE XXXVII

OVERTIME SCHEDULE POSTING

The parties agree that the Sheriff or his designee shall post on a monthly basis an overtime roster. This roster shall be composed of all Sheriff's officers by order of seniority in the position of Sheriff's officer. All officers who accept, refuse or who are ordered to assume overtime shall have such action noted on the roster. The roster shall operate on a rotational basis with the most senior officer first. Any Sheriff's officer on any type of leave whatsoever shall be ineligible for overtime. Personnel on leave shall be so designated on the roster.

ARTICLE XXXVIII

DISABILITY

The parties agree that all personnel in this bargaining unit will receive the New Jersey State Disability Plan benefit. This benefit incorporates a schedule of benefits on the basis of a payroll deduction of one-half of one percent of the employee's base wages and a similar one-half of one percent of employee's base wages contribution by the Employer to defray the cost of this program.

ARTICLE XXXIX

DENTAL COVERAGE

- A. 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) copayment basic services, preventive and diagnostic care plan. The employee shall pay the first twenty-five dollars (\$25.00) of all fees and costs. The maximum amount payable will be a total of one thousand dollars (\$1,000) 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 employee only coverage for the remaining term of this agreement.
- B. Effective January 1, 1984 the dental program described in detail in Paragraph A above will be amended to incorporate family, husband and wife, and parent and child coverage under the terms of the current program with fifty/fifty (50/50) copayment for basic services, preventive and diagnostic care plan. A twenty-five dollar (\$25.00) initial deductible payment will continue to apply and the maximum amount payable will continue to be one thousand dollars (\$1,000) in any calendar year in accordance with the descriptive program booklet provided by the carrier. This coverage will continue for the remaining term of this agreement.

ARTICLE XL

SHIFT DIFFERENTIAL

Any person that is authorized and ordered by the County to work on a B or C shift shall receive the following shift differential payments:

1. B shift - 20¢
2. C shift - 25¢

ARTICLE XLI

UNIFORM ALLOWANCE

The parties agree that the personnel covered by this agreement will be paid a two hundred and fifty dollar (\$250) uniform allowance which shall be due and payable on December 15, 1983 and again on December 15, 1984. The clothing allowance shall be paid to all personnel covered by this agreement who are required to wear a uniform and maintain the uniform in accordance with the standards of the Sheriff's and Superior

Officer's directions. No employee shall receive this uniform 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.

Personnel who have not completed six (6) consecutive months of service by the 15th day of December in either contract year shall receive the enumerated uniform allowance on a prorated basis within thirty (30) calendar days after the completion of these six (6) consecutive months of service. The prorated payment shall not exceed one-half or One Hundred and Twenty-Five dollars (\$125.00).

ARTICLE XLII

BEREAVEMENT LEAVE

For attendance at a funeral because of the death of a member of the immediate family, as described in the sick leave article of this agreement, the employee may request up to three (3) days bereavement leave without loss of pay. The request must be submitted to the employee's supervisor prior to the commencement of such leave.

ARTICLE XLIII

DURATION

The parties agree that this contract shall be retroactive to May 1, 1983 and that it shall remain in full force and effect until April 30, 1986. Subject to the rights of each party to reopen negotiations as of April 1, 1985 on the salary article of this contract and three (3) other articles for each party. The parties may, at their discretion, in writing, extend this contract for any term mutually agreeable between the parties.

FOR THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF SALEM:

Clinton H. Ware  
Clinton H. Ware, Director

FOR THE SHERIFF OF THE COUNTY OF  
SALEM:

Norris Williams  
Norris Williams, Sheriff

ATTEST:

Lee M. Munyon  
Lee M. Munyon, Clerk of the Board  
of Chosen Freeholders

FOR THE POLICEMEN'S BENEVOLENT ASSO-  
CIATION OF NEW JERSEY, PBA LOCAL 178:

Paul J. Boerner  
Paul J. Boerner, President  
Steven Ross  
Steven Ross, Committee Member

ADDENDUM

TO

COLLECTIVE BARGAINING AGREEMENT BETWEEN

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

AND

THE POLICE BENEVOLENT ASSOCIATION, LOCAL 176

COVERING SALEM COUNTY SHERIFF'S OFFICERS

MAY 1, 1983 TO APRIL 30, 1986

As a result of reopener negotiations pursuant to Article XLIII the following addendum is hereby added to the within Collective Bargaining Agreement:

1. Article XXXVIII is amended as follows:

*SA*

A. Retroactive to May 1, 1985, all persons on the payroll as of the signature date of this agreement shall receive a nine (9%) percent increase in their base salary as of April 30, 1985. Such raise shall be added to the employees current base hourly rate as of April 30, 1985 and shall be payable over the remaining pay periods in the current calendar year 1985.

B. Effective January 1, 1986 all persons on the payroll as of that date shall receive a salary increase in the amount of fifty-seven (57¢) cents per hour over their base salary as of December 31, 1985.

C. All other terms and provisions contained in Article XXXVIII shall remain the same.

2. Article XLI shall be amended to provide for a uniform allowance in the amount of Two Hundred Eighty (\$280.00) Dollars which shall be due and payable on December 15, 1985. All other terms and provisions of the contract in Article XLI shall remain the same.

3. The subject of Article XXXVI (Call in time) was negotiated and it was agreed that said Article shall remain the same.

4. The following benefit shall be added to the within Collective Bargaining Agreement:

PRESCRIPTION PROGRAM

*SA*

Effective May 1, 1985 the County shall provide a payment of Eighty

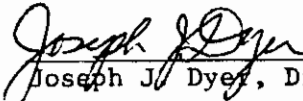
(\$80.00) Dollars per year per employee for a prescription drug reimbursement program for the employee and the employee's family. Families shall be defined as the employee's spouse and the employee's children until their eighteenth (18th) birthday. The employee must submit the amount of prescription payment receipts to the County on a white voucher for reimbursement up to a maximum of Eighty (\$80.00) Dollars.

Effective January 1, 1986 the County will provide an additional payment of Forty (\$40.00) Dollars toward the prescription reimbursement program. The maximum cost to the County from January 1, 1986 to December 31, 1986 shall be a net payment of One Hundred Twenty (\$120.00) Dollars as a maximum for reimbursement of the actual prescription costs submitted with employee and family receipts to the County with a white voucher.

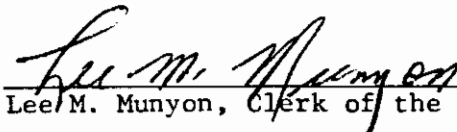
This program shall continue for the remainder of this agreement with no further increase in reimbursement by the County. All full time personnel covered by this agreement are entitled to this benefit.

5. The hereinabove reopener negotiations were conducted by the Salem County Sheriff's Officer Association in place and instead of the Police Benevolent Association, Local 178.

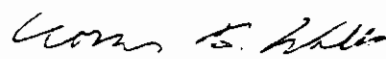
FOR THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF SALEM:

  
\_\_\_\_\_  
Joseph J. Dyer, Director

ATTEST:

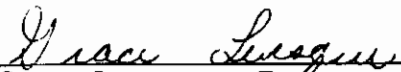
  
\_\_\_\_\_  
Lee M. Munyon, Clerk of the Board

FOR THE SHERIFF OF THE COUNTY OF  
SALEM:

  
\_\_\_\_\_  
Norris Williams, Sheriff

SALEM COUNTY SHERIFF'S OFFICER  
ASSOCIATION:

  
\_\_\_\_\_  
Steven Ross, President

  
\_\_\_\_\_  
Grace Levesque, Treasurer