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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 mutual 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 management of these conflicts, and attempts to resolve said conflicts in the best interest of all parties concerned.

**ARTICLE IX**

**HOLIDAYS & ADMINISTRATIVE DAYS**

- 1) A holiday shall be defined as a twenty-four (24) hour period from 12:00 A.M. to 12:00 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.
- 2) Administrative Leave shall be converted to its hourly equivalent (i.e., three (3) days Administrative Leave shall be equal to twenty-four (24) hours). Personnel assigned to the Twelve (12) Hour Work Shift would be entitled to two (2) days of Administrative Leave per year. Administrative Leave must be utilized in full work day increments.

**ARTICLE XIV**

**SICK LEAVE**

- 1) Sick Leave shall be accrued in accordance with the conditions set forth under the current contract, however, for the purpose of utilization of sick leave 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 twelve (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 1/2) days of accumulated leave for each work day missed in accordance with the provisions set forth under this Article.

**ARTICLE XV**

**VACATION**

- 1) Vacation Leave shall be earned in accordance with the conditions set forth under the current contract, however, for the purpose 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.

## **ARTICLE XXI**

### **SHIFT DIFFERENTIAL**

1) Personnel who are either assigned to, or otherwise work the Twelve (12) Hour Work 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 \$0.40 cents per hour for each such hour worked.

## **ARTICLE XXIII**

### **OTHER LEAVES**

1) Bereavement Leave for attendance at a funeral resulting from the death of a member of the immediate family, as defined as: A) Husband or Wife; B) Son or Daughter; C) Father or Mother; D) Grandfather or Grandmother; E) Brother or Sister; F) Father-In-Law or Mother-In-Law; G) Foster Family Member, may be requested by an employee for a maximum of twenty-four (24) hours of bereavement leave without loss of pay for each such request.

## **ARTICLE XXIV**

### **OVERTIME**

1) The work period for employees scheduled to work on the Twelve (12) Hour Shifts shall, in accordance with the "Fair Labor Standards 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 eighty-four (84) within the specified fourteen (14) day work period at the specified overtime rate.

2) Overtime shall be defined in accordance with the specific conditions outlined below. Overtime shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly pay rate. For the purpose of this Article, a Calendar Week shall be defined as Beginning at mid-night on Sunday and extending until mid-night of the following Sunday.

3) Overtime Hours shall be defined as any hours worked in accordance with the following:

- a) All hours worked in excess of eighty-four (84) over the fourteen (14) day work period.
- b) All hours worked beyond twelve (12) within any work day.
- c) All hours worked consecutive to a regularly scheduled twelve (12) hour shift.
- d) The first twelve (12) hours worked on an Official Holiday.
- e) The first twelve (12) hours worked on Sunday.
- f) All hours worked on a regularly scheduled day off.

4) 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:

- a) All hours worked exceeding twelve (12) on a Sunday, or an Official Holiday.
- b) All hours worked on the seventh (7th) consecutive day of a Calendar Week.

## **ARTICLE XXVI**

### **UNION LEAVE**

1) Union Leave shall be converted to its hourly equivalent (i.e., one (1) Day is equal to Twelve (12) Hours). Consequently, Union Leave may be utilized by any officer or member of the unit at the rate of one and one-half (1 1/2) days for each day utilized.

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.

IN WITNESS WHEREOF, The Parties Hereto Have Set Their Hands On This 22<sup>nd</sup> Day Of June, 1995.

**Salem County Correctional Officers Association**

**Salem County Board Of Chosen Freeholders**

Joseph Maccaroni  
Joseph Maccaroni  
S.C.C.O.A. President

John M. Lake, Jr.  
John M. Lake, Jr.  
Freeholder Director

Dated: 6/22/95

Dated: 6/29/95

Andrew J. Friant  
Andrew J. Friant  
S.C.C.O.A. Vice President

R. Benjamin Simmermon, Jr.  
R. Benjamin Simmermon, Jr.  
Judiciary Committee Chairman

Dated: 6/23/95

Dated: 6/29/95

John B. Cooksey  
John B. Cooksey  
Salem County Sheriff

Dated: 6/22/95

Attest: Gilda T. Gill  
Gilda T. Gill, Clerk Of The Board  
County Of Salem

Dated: 6/29/95