

# **2005 - 2008 AGREEMENT**

*Between*

**Board of Chosen Freeholders  
of the County of Burlington**



*and*

**Policemen's Benevolent Association  
Local #249  
Correction Officers**

**AGREEMENT BY AND BETWEEN THE  
BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS  
AND  
PBA LOCAL #249**

**PREAMBLE**

THIS AGREEMENT entered into between the Board of Chosen Freeholders of the County of Burlington, hereinafter referred to as the "Employer" and PBA Local #249, hereinafter referred to as the "Association" has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of equitable and peaceful procedures for the work and other conditions of employment, whether such employees are of provisional or permanent status.

**ARTICLE I RECOGNITION**

The Employer recognizes the Association as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed herein, and for such additional classification as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of or in any way abrogating the rights of employees as established under Ch. 303, P.L. 1968, as amended. This Agreement shall include the following personnel titles: Correction Officer, I.D. Officer.

**ARTICLE II SALARY**

A. On January 1 of each calendar year indicated below, employees shall move one step on the step systems from their step on the previous year. (E.g., An employee at Step 3 in 2004 shall move to Step 4 in 2005, to Step 5 in 2006, etc.) New employees shall be placed on Step 1 of the step system in the year in which they were hired.

**2005:**

<b><u>STEP:</u></b>	<b><u>2005 Salary:</u></b>
1 (Min.)	\$33,800
2	\$35,880
3	\$37,737
4	\$39,567
5	\$43,680
6	\$47,840
7 (Max.)	\$52,777

**2006:**

<b><u>STEP:</u></b>	<b><u>2006 Salary:</u></b>
1 (Min.)	\$35,152
2	\$37,315
3	\$39,246
4	\$41,150
5	\$45,427
6	\$49,754
7 (Max.)	\$54,888

**2007:**

<b><u>STEP:</u></b>	<b><u>2007 Salary:</u></b>
1 (Min.)	\$36,558
2	\$38,508
3	\$40,816
4	\$42,796
5	\$47,244
6	\$51,744
7 (Max.)	\$57,584

**2008:**

<b><u>STEP:</u></b>	<b><u>2008 Salary:</u></b>
1 (Min.)	\$38,020
2	\$40,360
3	\$42,449
4	\$44,507
5	\$49,507
6	\$53,813
7 (Max.)	\$60,387

B. The above referenced salaries for 2005, 2006 and 2007 shall be retroactive to January 1<sup>st</sup> of each of those years, respectively.

C. It is agreed that to be covered by the retroactive wage provisions of this agreement, an employee shall have maintained continuous full time employment up to and through January 20, 2007.

**ARTICLE III UNIFORM ALLOWANCE**

A. The parties expressly recognize that it is the Employer's exclusive and unilateral right to determine whether any or all of its officers shall be required to wear uniforms or adhere to other dress requirements. Inspections may be conducted by the Jail Administrator or designee to ensure compliance. All correction officers shall maintain and wear the proper uniform for correction officers as prescribed herein. Any and all new dress requirements shall be in writing prior to enforcement.

B. An inventory of available uniforms and equipment shall be maintained by the Jail Administrator or designee and shall be checked prior to submitting a purchase order for new officers.

C. Upon verification of employment, Burlington County agrees to provide the initial issue of uniforms to all employees in this unit. If an Officer fails to successfully complete his/her working test period and/or fails to successfully complete COTA, that employee shall be required to reimburse the County for the cost of the initial issue of uniforms. **SUCH REIMBURSEMENT SHALL BE TAKEN FROM THE EMPLOYEE'S FINAL TWO PAYCHECKS. IF THE AMOUNT OWED IS GREATER THAN THE NET AMOUNT OF THE OFFICER'S LAST TWO PAYCHECKS, THE OFFICER SHALL REIMBURSE THE REMAINING AMOUNT OUTSTANDING TO THE COUNTY WITHIN 30 DAYS.** The initial issue of uniforms shall be as follows:

- 4 pairs of trousers
- 4 short sleeve shirts
- 3 long sleeve shirts
- 1 belt
- 1 whistle
- 1 whistle clip
- 1 set of collar pins
- 1 winter jacket
- 1 raincoat
- 1 pair shoes (non-canvas, black in color, low quarter-either plastic or leather)
- 2 silver name tags
- 1 sweater
- 1 light weight jacket
- 1 shank resistant body armor

D. Annual Allowance

1. 2005 - Each eligible officer shall be paid the lump sum total of \$750 for the calendar year retroactive to December 1, 2005.
2. 2006 - Each eligible officer shall be paid the lump sum total of \$750 for the calendar year retroactive to December 1, 2006.

3. 2007 - Each eligible officer shall be paid the lump sum of \$750 for the calendar year payable December 1, 2007.

4. 2008 - Each eligible officer shall be paid the lump sum of \$750 for the calendar year payable December 1, 2008.

5. The lump sum payments made under subparagraphs 1, 2, 3 & 4 of this paragraph are intended by the parties to be utilized for replacement and maintenance of uniforms. It is the officer's sole responsibility to insure he/she reports to work in a proper uniform in compliance with applicable administrative directives, policies/procedures and codes. Failure of the officer to report to work in a proper uniform may result in disciplinary action.

6. Any officer who takes an approved leave of absence without pay shall be entitled to the uniform allowance specified in this Article on a pro-rata basis for actual time worked, less applicable taxes.

7. Any officer who takes an approved leave of absence without pay shall be entitled to the difference between the contractual allowance specified in this Article, less applicable taxes and the pro-rated amount received pursuant to the above paragraph, provided he/she submits true and accurate receipts/vouchers reflecting the purchase of uniforms or equipment as specified in the Jail's regulations within a reasonable time, not to exceed six (6) weeks after his/her return from approved leave of absence.

8. The above direct pay cash allowance shall be paid to each uniformed correction officer after completion of the first full year of service or completion of COTA Training, whichever comes first, and shall be prorated for the calendar year in which the officer completes the first full year of service or COTA Training.

9. Officers who leave the employ of the County during the calendar year in which the allowance was paid shall reimburse the County the full amount of the uniform allowance paid in that calendar year less any amount spent on uniform replacement and maintenance prior to the date of separation from service. No credit shall be given to an employee for this purpose unless a receipt is provided to the county.

E. All uniforms and other equipment that has been issued shall be turned in when the officer leaves the employ of the County. All officers shall be required to make restitution to the County for any property or equipment that is damaged or not returned.

F. Personal items destroyed or damaged by inmate contact shall be replaced or repaired by the County. Reimbursement shall be made to the officer based on voucher submission and proof of loss. Personal items are limited to prescription lenses, dentures, wedding bands, engagement rings and watches not issued but worn or carried by an officer in the performance of duties.

G. The County agrees to provide the following for the purpose of an Officer's attendance at COTA.

- 3 pairs of trousers
- 3 short sleeve shirts (weather permitting)
- 3 long sleeve shirts (weather permitting)

H. The Jail Administrator at his sole discretion shall designate which post(s) are appropriate for the wearing of Battle Dress Uniforms. Upon written notification Corrections Officers shall have the option to purchase, at their own expense, Battle Dress Uniforms (BDU's) for on duty wear. Standards for the wearing of such uniforms shall be established by the Jail Administrator.

**ARTICLE IV HEALTH BENEFITS**

A. Health plan: Family Hospital, Surgical and Major Medical or other medical benefits shall be available for all full-time employees on the first of the month after three (3) months of service pursuant to the following provisions:

1. All employees shall be covered by a non-contributory comprehensive County self-funded medical, optical and prescription plan to include co-pays as follows:

	<u>Doctor's visits</u>	<u>Prescription/ Generic</u>	<u>Prescription/ No Generic Avail.</u>	<u>Prescription/ Brand</u>
01/01/05	\$10.00	\$7.00	\$7.00	\$20.00
03/01/07	\$20.00	\$10.00	\$15.00	\$30.00

Additionally, visits to the emergency room will have the following co-pays: \$25.00

Pre-certification and second opinion deductible for non-compliance shall be \$500.

In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependants of the employee shall be covered until the end of the month in which they reach the age of 19, or if the dependent (as evidenced by being claimed on the employee's Federal income tax), is in school as a full-time student, until the end of the month in which they reach the age 23. Employees must submit a copy of their Federal 1040 tax form and information from the school that demonstrates that the child is still a dependent and still in school.

B. The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with paragraph A above.

In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) calendar days, the employee's coverage shall

be terminated effective the first of the month following the ninetieth day. Said employee shall then be eligible for coverage under the COBRA regulations. Upon returning to work, coverage will be reinstated effective the first of the month following the date of return.

C. At the beginning of each enrollment period, permanent employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a \$5,000 life policy, premiums for the first \$1,000 of which shall be paid by the Employer. Premiums for the remaining \$4,000 coverage shall be paid by the employee through the payroll deduction plan.

D. During the term of this Agreement, there shall be no change in the Medical Insurance Program or any type of insurance presently maintained and paid for by the Employer on behalf of the employees shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones now in effect.

E. Dental

1. The employer shall pay for and provide an 80/20 family dental plan for preventive, diagnostic and basic benefits.
2. The family program of dental care shall include orthodontics for children only and prosthodontics. Employees eligibility shall be determined in accordance with Paragraph A of this Article.
  - a. The maximum payable by the carrier for services other than orthodontic benefits is one thousand dollars (\$1,000) per eligible patient in any calendar year.
  - b. Orthodontic benefits are subject to a one thousand dollar (\$1,000) maximum per lifetime which is separate from the maximum mentioned above.

F. Disability Plan

All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan. A copy of the plan is to be provided to each employee. It is understood that this plan or a plan with equivalent benefits requires the employee to make a contribution of at least fifty percent (50%) of the cost.

**ARTICLE V SICK LEAVE**

Full-time employees in the County service shall be entitled to sick leave with pay in accordance with the following schedule:

A. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23<sup>rd</sup> day of the month shall receive one half (1/2) working day for that month. Employees who begin work after the 23<sup>rd</sup> day of the month shall not receive

any paid sick leave for that month. All such time shall be credited on the first day of the following month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive fifteen (15) sick days for each year of service.

C. Sick leave may be taken as credited. Although each employee is credited with fifteen (15) sick days after the first calendar year, sick time is earned at one and a quarter ( $1\frac{1}{4}$ ) days per month for purposes of computing time owed to the County in the event an employee should leave prior to the completion of that calendar year having used all credited sick time. Employees who at the end of the calendar year have been paid more sick days than those earned shall have the excess payment deducted from their last paycheck. Employees who leave the employ of the County prior to the end of the calendar year and who have been paid more sick days than those actually earned shall similarly reimburse the County.

D. Permanent part-time employees shall be eligible for sick leave of absence with pay in accordance with Department of Personnel Rules and Regulations.

E. An employee who exhausts all accumulated paid sick days in any one (1) year shall not be credited with additional paid sick leave days until the beginning of the next calendar year.

F. Paid sick days shall not accrue during a leave of absence without pay.

G. Sick leave is defined as absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his position, or exposure to contagious disease. Sick leave may also be requested for following reasons:

1. Up to ten (10) working days of emergency attendance upon an immediate family member who is seriously ill and requires the presence of such employee. Immediate family shall be defined as set forth in Section H below.

2. In the event of the death of a member of employee's immediate family, as defined by Article V (H), an employee shall be granted, at his request, up to five (5) paid working days as bereavement leave. Upon written request of the employee and approval of the Jail Administrator, this time may be expanded. Such time may be taken, at the employee's option, from available sick days, personal leave days, vacation days or holidays.

H. Immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household.



D. Posts and Bidding

1. All new assignments and vacant assignments which the County seeks to fill shall be posted for bid at the County's various correctional facilities for a minimum of seven (7) working days. The bid sheet shall state facility, shift, and days off as well as any special requirements for the assignments. The position shall be filled with the most senior employee who bids on the assignment and who has the minimum qualifications to perform the job. An employee shall not be permitted more than two (2) bids per year.

2. The following posts shall be subject to bid (to the extent available on each shift):

B.C.D.C.

Center Control (CR#1)	(2)
Clinic	(1)
CR #5	(1)
CR #9	(1)
Disciplinary Detention	(1)
ID/Booking (male only)	(2)
Kitchen Officer	(1)
Law Library	(1)
Money Room	(1)
Pod: A-Wing, B-Wing CR#2	(3*)
Pod: C-Wing, D-Wing CR#4	(3*)
Pod: E-Wing, F-Wing, CR#3	(3*)
Recreation	(2)
Supply	(1)
Transportation	(2)
Visiting	(1)

C.W.R.C.

Center Control (CR#1)	(1)
CR#7	(1)
E & F Wings (female only)	(1)
G & K Wings (female only)	(1)
Intake/Booking (female only)	(1)
Post 10	(1)
Post 14	(1)
Post 16	(1)
Transportation	(3)

\*For Pods, all three posts shall be rotated among officers.

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

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

#### **ARTICLE XIV EMPLOYEE EXPENSES**

A. Upon the effective date of this Agreement, employees required to use personal vehicles in the pursuit of proper and necessary County business shall be reimbursed at the rate of thirty-one cents (\$.31) per mile for the term of the contract. All personal car mileage shall be submitted on the proper forms, to be provided, and such mileage shall be computed from duty station to destination. No supervisor shall order an employee to transport anyone in his privately owned vehicle.

B. Upon the effective date of this Agreement, employees who are assigned to a tour of duty at the hospital shall be provided the appropriate meal (breakfast, lunch, dinner) by the hospital at no expense to the employee. If this meal is not provided by the hospital, said employees shall be reimbursed upon the submission of a receipt to the Jail Administrator or designee for such meal. The amount of reimbursement for each meal shall be at the hospital's present rate for the meal offered at the hospital during the employee's tour of duty.

C. Upon the effective date of this agreement the County shall provide at its expense transportation at the beginning and ending of each training week from the Mt. Holly Detention Facility to COTA (Correction Officers Training Academy) for officers who are scheduled to receive training. Should the County not be able to provide such transportation the employee shall be reimbursed for mileage of one (1) round trip per week in accordance with this Article.

D. Employees who are not afforded housing at COTA during the training week shall be provided transportation at the County's expense from the Mt. Holly Detention Facility to COTA on each training day or, if such transportation is not feasible, the employee shall be reimbursed for a round trip for each training day such housing is not provided. Payment shall be in accordance with this Article.

#### **ARTICLE XV TUITION REIMBURSEMENT**

Permanent full-time employees will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders or designee after a written request to and recommendation to the Board by the Jail Administrator. If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in County service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of reimbursement shall be limited to the equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University per course.

## ARTICLE XVI RETIREMENT

A. Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement. The amount of the supplemental compensation payment shall be computed at the rate of one half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no lump sum supplemental compensation payment shall exceed the cap set forth in N.J.S.A. 11A:6-19.

B. Employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be eligible to have his Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) benefits premium paid by the County. The Employer shall pay up to the same amount toward HMO coverage that it contributes toward alternative coverage for each such retiree. Any additional cost for HMO coverage or coverage for eligible dependents shall be the sole responsibility of the retiree. Prior to being eligible for this benefit, all retirees who are sixty-five (65) years or older must be carriers of Medicare A & B. The County shall continue its current practice of payment of full coverage for the first ninety (90) days following the date of retirement regardless of the number of years of service.

## ARTICLE XVII WORK SCHEDULE

A. The regular starting time of work shifts shall not be changed without one (1) week notice to the affected employees unless deemed an emergency by the Jail Administrator in order to provide for the orderly running of the institution.

B. When there is more than one (1) work shift per day within a given classification, preference will be given to the most senior employee.

C. Employees shall be scheduled so as to provide five (5) consecutive working days on, followed by two (2) consecutive days off unless otherwise requested by the employee and approved by the Jail Administrator. All employees whose schedules are changed to meet emergent needs of the present work week schedules shall be notified in writing.

D. Employees shall be scheduled as follows:

7:00 a.m. to 3:30 p.m.  
3:00 p.m. to 11:30 p.m.  
11:00 p.m. to 7:30 a.m.

Should an employee not be permitted to leave his post or be completely relieved from duty for a thirty (30) minute meal break, he shall be compensated for the full thirty (30) minutes in accordance with Article XII, Overtime.

E. If employees are needed in an emergency to work a shift other than their permanently assigned shift, such temporary transfers shall be based on inverse seniority.

F. All new employees shall be assigned to on the job training (OJT) for two (2) weeks day shift 7:00 a.m. to 3:30 p.m. and placed on a post or regular schedule with permanent shift and days off.

G. All employees who have completed a four (4) month probationary period shall be assigned based on seniority a permanent shift having two (2) permanent days off unless requested otherwise in writing. Days off shall not be changed on holidays.

Management maintains its right to change officers work schedules to meet the needs of its operations to include filling any open assignments where the assignment requires minimum qualifications that include at least 15 months experience as a correction officer with the County. Such assignments shall be based upon inverse seniority.

H. Whenever an employee is delayed in reporting for a scheduled work assignment, he shall contact his supervisor in advance. Any employee who calls in within one-half (1/2) hour after the start of a shift and arrives at work within one (1) hour from the start of the shift shall be permitted to work.

#### **ARTICLE XVIII TRAINING**

A. All employees shall, within their one (1) year probationary period, be sent to COTA for formal training.

B. All employees shall be required to attend a minimum of forty (40) hours of in service training per year. All class topics will be approved by the State Department of Corrections. Classes shall cover topics that deal with State and Local Rules and Regulations, health and safety, or other training determined by the State as necessary.

C. Each officer who is required to qualify with a weapon must qualify in accordance with state law. Once an officer qualifies the officer may not attempt to obtain a higher score. Each officer will be given sixty (60) rounds of ammunition for qualification at time of re-qualification. If any officer fails to qualify, such officer will be given remedial training and another additional one hundred and eighty (180) rounds of ammunition, sixty (60) of which will be factory load, to use for qualification. Upon notice to the employee that he/she is required to re-qualify, the Employer agrees to supply the employee one hundred and twenty (120) rounds of practice ammunition prior to the re-qualification examination. Practice ammunition will be issued on the academy range and must be used on the premises. After initial issue of ammunition and prior to re-issue of new ammunition, all expended casings must be returned to the Employer or his appointed representative.

## ARTICLE XIX WORK RULES

A. The Employer shall establish and reduce to writing reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced and shall not conflict with the terms of this Agreement or applicable law. A copy of the current Standard Operating Policy and Procedure Manual for the Burlington County Detention Center shall be distributed to each employee upon being hired. The Association shall be provided one (1) copy of the Jail Administrative Plan Manual and all Post Orders. Additionally, one (1) copy of the applicable post orders shall be available for review by employees and kept on record at each respective control room. A consolidated copy of all post orders for every post in the Jail shall be available for review by employees and kept on record in the Operations Office.

B. Work rules shall be updated by the Employer as necessary. Copies of any changes shall be distributed to each employee, posted on the bulletin boards and mailed to the Association to be inserted in said binder. A copy of any changes to the Administrative Plan Manual or post orders shall be provided to the Association.

C. The Association shall have the right to grieve either upon issuance or application in a specific instance any of the provisions of the documents referred to in Paragraph A and B which are believed to be inconsistent with the terms of their collective bargaining agreement or applicable law.

### D. Urinalysis/psychological testing

The procedure for the following provisions shall be set forth in the Burlington County Corrections Department Drug Testing Procedure.

1. New Hires: It is in the management's sole discretion to complete a pre-employment screening for each new correction officer to include urinalysis, written psychological tests, oral psychological interview and evaluation.

Failure in any of the above stated areas shall disqualify the candidate. A candidate who has been disqualified from the eligibility list because he is psychologically unfit to perform the duties of correctional officer may appeal such decision according to N.J.A.C. 4A:4-6.5.

Candidates who have been rejected as a result of a positive urinalysis may refute such findings by a confirmation test at the candidate's expense of the same sample originally tested utilizing a gas chromatography and mass spectrometry methodology or an equally or more reliable method agreed to by the employee and the Employer. Should the results of such test confirm initial testing, the candidate will be rejected. Should the results reverse the initial finding, the candidate will be reconsidered for employment.

2. Current employees/reasonable suspicion: Those employed at the signing of this agreement may be tested if there is a reasonable individualized suspicion to include but not

limited to an impaired performance of his duties manifesting some outward symptoms which would give rise to reasonable suspicion.

The Employer may take disciplinary action or discharge an employee when he refuses to submit to a drug test, provided the disciplinary action or discharge is consistent with federal and state laws and regulation and the policy of the County as it relates to drug testing. Any such disciplinary action shall, in addition, be subject to review based on just cause. The Association and affected employees shall also have the right to contest such discipline based on whether a reasonable individualized suspicion existed as required herein.

If an employee consents to submit to a drug test, the Employer shall not take up disciplinary action against an employee unless based on the results of confirmation test. However, the Employer may reassign the employee to another position, based upon availability, pending the completion of a confirmation test, or temporarily suspend the employee without pay, pending completion of a confirmation test provided the Employer reinstate the employee with full pay, benefits, and rights for the period of suspension and delete all reference to the incident from the employee's personnel record if the employee's sample produces a negative result on the confirmation test.

Results shall not be released to any person other than the employee, medical personnel, supervising personnel or other personnel of the Employer as designated by the Employer on a need-to-know basis nor shall any information be released related to a drug test result unless:

- a. The employee has expressly granted permission for the release, or,
- b. The information is released as material evidence upon a showing of good cause, in a filed action; or released, in compliance with Federal and State laws and regulations, as part of the Employer's defense in a grievance proceeding arbitration or administrative hearing, or federal or state investigation or as part of the Employer's material grievance investigation of an employee's complaint.
- c. However, a rejection of a candidate or a presently employed correction officer based upon a positive confirmation test will preclude the respective candidate/employee from employment elsewhere in the County.

3. Current employees/discretionary testing: The Employer may, on a random basis at its discretion mandate current employees to submit to a urinalysis drug test. Such test shall be unannounced, however; the Employer shall give to each correctional officer at least thirty (30) days prior to the first drug testing administered upon the employee a written policy statement to include but not limited to confidentiality and the establishment of the above referenced procedure.

The Employer may take disciplinary action or discharge an employee when he refuses to submit to a drug test, provided the disciplinary action or discharge is consistent with

federal and state laws and regulation and the policy of the County as it relates to drug testing. Any such disciplinary action shall, in addition, be subject to review based on just cause.

If an employee consents to submit to a drug test, the Employer shall not take disciplinary action against an employee unless based on the results of a confirmation test. However, the Employer may reassign the employee to another position, based upon availability, pending the completion of a confirmation test, or temporarily suspend the employee without pay, pending completion of a confirmation test provided the Employer reinstate the employee with full pay, benefits, and rights for the period of suspension and delete all reference to the incident from the employee's personnel record if the employee's sample produces a negative result on the confirmation test.

The results of any urinalysis testing shall remain confidential.

Results shall not be released to any person other than the employee, medical personnel, supervising personnel or other personnel of the Employer as designated by the Employer on a need-to-know basis nor shall any information be released related to a drug test result unless:

- a. The employee has expressly granted permission for the release, or;
- b. The information is released as material evidence upon a showing of good cause, in a filed action; or released, in compliance with Federal and State laws and regulations, as part of the Employer's defense in a grievance proceeding arbitration or administrative hearing, or federal or state investigation or as part of the Employer's material grievance investigation of an employee's complaint.
- c. However, a rejection of a candidate or a presently employed correction officer based upon a positive confirmation test will preclude the respective candidate/employee from employment elsewhere in the County.

E. Any full-time, permanent correction officer suffering from an addiction to alcohol, prescription medications or illegal narcotics (to include "controlled dangerous substances") who presents his/her problem to the employer prior to the date his/her name or social security number has been drawn for random drug/alcohol testing shall be offered a one time opportunity to undergo treatment/rehabilitation at the employer's expense (to the extent covered under the employer's health plan) for such addiction. An employee who successfully completes the program shall be placed on a one-year probationary period during which time the employee shall be subject to a minimum of six random drug/alcohol tests separate and apart from any tests administered under the Burlington County Department of Corrections Drug Policy.

The employer shall post notices on employee bulletin boards and in the muster rooms of each facility notifying employees of the opportunity for treatment/rehabilitation programs under this Article.

## ARTICLE XX DISCIPLINARY PROCEDURES

A. Except as otherwise provided in Paragraph I of this Article, no employee shall be suspended without pay or terminated for any departmental charges or for the commission of any disorderly persons offense without a departmental hearing.

B. Employees covered by this Agreement who are summoned to appear before the Jail Administrator for a disciplinary hearing shall be notified in writing at least seven (7) working days in advance of the day on which the hearing is to be held (excluding Saturday, Sunday and Holidays) subject to the following exceptions:

1. Pursuant to N.J.A.C. 4A:2-2.7(a)(1), any officer subject to a pending criminal complaint or indictment must request a hearing, if the employees so desires, within five (5) calendar days of receipt of notice of the Employer's intention to suspend the employee pending the disposition of the complaint or indictment.

2. In the event an employee is suspended without pay pursuant to the provisions of N.J.A.C. 4A:2-2.5(a) (1) and (2) said employee shall be given the opportunity for a hearing as set forth under N.J.A.C. 4A:2-2.5(b).

a. An officer who is scheduled for a Lauderhill hearing shall be given not less than twenty-four (24) hour notice of the hearing. At the time notice is given to an officer he shall be advised of all allegations against him and shall be given copies of all documents, reports, and statements available to the Employer.

C. Whenever any employee is summoned for a disciplinary hearing, he may be accompanied by representatives of the Association.

D. No employee shall be disciplined without just cause. All disciplinary actions shall be reduced to writing, including the decision from any disciplinary hearing and copies thereof shall be given to the affected employee and Association upon issuance of discipline or upon the rendering of a hearing determination.

E. An adverse determination from a minor disciplinary hearing may be submitted in the grievance procedure at Step 3.

F. Whenever an employee covered by this Agreement appears for a disciplinary hearing, the Association shall also be notified so that the employee may be properly represented if he chooses.

1. Copies of all available statements, reports and other documents relating to a preliminary notice of disciplinary action shall be provided to an officer or a PBA representative not less than seven (7) calendar days prior to a hearing on major discipline.



2. The County maintains the right to submit additional documents at the hearing provided copies are given to the officer or the PBA representative. In such event, however, the officer shall have the right to request an adjournment of the hearing for purposes of responding to the additional documents, which request shall not unreasonably be denied.

G. The degree of discipline administered by the Employer in a particular case must be reasonably related to (A) the seriousness of the employee's offense and (B) the record of the employee and his service with the Employer.

H. Discipline shall be progressive in nature and corrective in intent.

I. The terms and conditions as set forth in this Article shall be applicable to all employees appointed from a Department of Personnel certification list without regard to date of hire or length of service. With regard to employees who have not been appointed from a Department of Personnel certification list, the provisions of this Article shall not be applicable for a period of four (4) months from such employee's initial date of hire. Upon completion of four (4) months of employment from their date of hire, such employees shall be entitled to all rights and benefits under this Article in accordance with the following procedure:

1. The Employer shall provide to the employee written notice of pending disciplinary action setting forth in detail the alleged conduct by the employee for which discipline is intended. Said notice shall advise the employee of his right to a hearing before the Jail Administrator or designee prior to the imposition of said discipline. If the employee desires such a hearing, the Association shall submit a written request for the same within seven (7) working days from the date of the employee's receipt of the notification of the disciplinary action. Such hearing will be conducted by the Jail Administrator or designee within thirty (30) calendar days from the date of receipt of the Association's written request.

2. If an adverse determination by the Jail Administrator from the aforesaid hearing results in minor disciplinary action, the employee shall have the right to submit the dispute to the grievance and arbitration provisions per Paragraph E herein. If an adverse determination by the Jail Administrator from the aforesaid hearing results in major disciplinary action, the Association shall submit a written request for the same within seven (7) working days from the date of the employee's receipt of the notification of the disciplinary action. Such hearing will be conducted by the Jail Administrator or designee within thirty (30) calendar days from the date of receipt of the Association's written request.

3. The failure of the employee and/or the Association to request a hearing for a major disciplinary action pursuant to Paragraph I (1) shall constitute a waiver of the rights as set forth in sub-paragraph I (2).

4. Nothing in sub-paragraph I (1-3) of this Article shall be deemed a waiver of any rights of an employee under Civil Service/Department of Personnel regulations nor shall this subsection be applied so as to abrogate such rights.

5. a. Corrections Officers shall not be disciplined unless a complaint alleging a chargeable offense is filed no later than the 45<sup>th</sup> day after the date on which the County obtained sufficient information to file the matter upon which the complaint is based. The County is under no obligation to notify the Officer that he/she is the target of an investigation, except as provided by Article XXIII, Paragraph F, Section 1. However, in accordance with Article XXIII, Paragraph F, Subsection 3, the County shall notify the Officer and the Union at the close of the investigation that the Officer was the target of an investigation and that no cause for charges were found.

b. The County shall be obligated to bring charges within ten (10) business days of the completion of any investigation. The parties agree that the time limits set forth herein shall be strictly adhered to.

## **ARTICLE XXI GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURES**

### **A. Definitions: "Grievance" is:**

1. A claimed breach, misinterpretation or improper application of the terms of this agreement, or

2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the Jail, to include minor disciplinary actions. "Working day" is defined as: Monday through Friday, excluding holidays.

B. Procedures: All members of the collective negotiating unit must orally present and discuss his complaint with his immediate supervisor on an information basis prior to filing a formal Step 1 grievance.

**Step 1:** Within five (5) working days from the date of the grievable event or occurrence, the grievant shall prepare his grievance in writing stating the remedy desired, and submit the same to the President, PBA Local #249 who shall have five (5) additional working days within which to approve the filing and submit to the Jail Administrator. The Jail Administrator or designee shall have ten (10) working days to schedule, hear and determine the grievance. Said decision shall be made in writing and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the employee, PBA Local #249 and the County Administrator/Board Clerk of the Board of Chosen Freeholders.

**Step 2:** Upon receipt of an adverse determination by the Jail Administrator, PBA Local 249 shall have a period of five (5) working days to appeal such determination to the Clerk/Administrator of the Board of Freeholders or designee who shall conduct a grievance meeting, hear and determine the grievance within ten (10) working days after receiving it. The County Administrator/Board Clerk or designee shall issue a decision in writing and in triplicate, and copies thereof,

together with copies of the grievance and previous decision, shall be served upon the employee and PBA Local #249.

Step 3: Upon receipt of an adverse determination by the County Administrator/Board Clerk or designee, PBA Local 249 shall have twenty (20) working days to submit such determination to arbitration. Such request for arbitration shall be submitted to the New Jersey Public Employment Relations Commission for the selection of an arbitrator.

C. The parties further agree that they will submit to and be bound by compulsory arbitration, as a last step in the grievance procedure, with the cost thereof to be borne equally by the Employer and Association.

D. At all steps in the grievance procedure, the grievant shall have the right to be represented by Counsel and a representative of the Association.

E. Extensions of time limits may be obtained only by the written consent of the Association and person designated to hear and determine the grievance. The failure to adhere to the time limits herein unless extended shall automatically move the grievance to the next step.

F. The employee and Association shall receive in writing three (3) days notice of time, date and location of hearing at all steps excluding Saturday, Sunday and holidays unless all parties agree to a shorter time period.

G. The provisions hereunder shall be in addition to any rights of employees under applicable Department of Personnel regulations and the submission of any dispute hereunder shall not act as a bar to any employee seeking redress under applicable Department of Personnel procedures.

H. Any grievable event may proceed to the next step by mutual agreement of the parties.

I. If the grievance alleges acts against a person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next higher step in the grievance procedure.

## **ARTICLE XXII SAFETY AND HEALTH**

A. The Employer at all times will maintain safe and healthful working conditions. It will provide the employees with any wearing apparel, firearms, tools or devices necessary to insure their safety and health.

B. The Employer and the Association shall designate at each location a safety committee member. It shall be their joint responsibility to investigate and report to the Jail Administrator unsafe and unhealthful conditions. During working hours, and with no loss in pay,

the safety committee member representing the Association shall be permitted to visit his assigned work location where employees covered by this Agreement regularly work for the purpose of investigating safety and health conditions. Time devoted to this activity by the safety committee member representing the Association shall not exceed one (1) hour per day unless additional time is authorized by the Employer.

### **ARTICLE XXIII OFFICERS BILL OF RIGHTS**

A. The employee agrees upon becoming involved as a party to litigation for a criminal or civil complaint that is job related to immediately notify the Employer of said legal action. The Employer at their expense agrees to be responsible for an appropriate defense in accordance with the law.

B. Every employee shall have the right to inspect and review his own individual personnel file at a reasonable time and upon reasonable notice to the Employer. The Employer recognizes and agrees to permit this review and examination upon reasonable notice and time. Each employee shall have the right to define, explain or object in writing to anything found in his personnel file. The employee may be accompanied by an Association representative on his own time if he so desires.

C. If upon review of this personnel file, an employee believes a document to be in error, he may file a rebuttal to the document in question and request the document be removed from his file.

D. Every employee covered by this Agreement shall receive written notification of all earned and unused holidays, vacation, personal leave and sick days semi-annually. Every employee shall have the right to request and receive an audit of his use or non-use of time off as above when he believes that the County records do not coincide with his own record keeping.

E. Employees shall have the right to make copies of their personnel files at the employee's expense at the rate as set forth in N.J.S.A. 47:1A-1 et seq. Such requests shall be submitted in writing to the Jail Administrator.

#### **F. Departmental Investigations**

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the department shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Employer or designee. Usually it will be at the Employer's office or in the location where the incident occurred.

3. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.

5. No member of the department interviewed in the capacity of a witness or the subject of an investigation shall be subject to profanity or vulgar language during the course of an interview or interrogation.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the department, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

7. In cases other than departmental investigations, if an officer is under arrest or if he is a target of a criminal investigation, he shall be given his rights pursuant to current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

9. Under no circumstances shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement, unless repealed by statute in case of polygraphs or approved for administrative investigations by the New Jersey Attorney General for voice print examinations.

#### **ARTICLE XXIV RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

A. Whenever any representative of the Association or any employee is mutually scheduled by the parities to this Agreement to participate in negotiations, grievance proceedings, disciplinary hearings, conferences or meetings, he shall suffer no loss of pay. Whenever possible, such events shall be scheduled upon availability of the Association President and/or basic representation of the membership.

B. The Employer shall provide the Association at all facilities a locked bulletin board. The Association shall be entitled to use said locked bulletin boards for appropriate Association activities without the approval of the Employer. The Association will be allowed use of the inter-office mail system. A mailbox shall be provided at Minimum and Maximum facilities. The use of the inter-office mail system shall be limited to purposes relating to Association business.

C. The Association shall have the use of County buildings at all reasonable hours when appropriately scheduled through the proper authority. The Association has the use of designated facilities and equipment when not in use and without cost. However, the Association will pay the actual cost of any toll calls or cost associated with copying.

D. The President, State Delegate, Treasurer and Recording Secretary, if on duty, shall be given time off for the purpose of attending the regularly monthly meetings of the Association, suffering no loss of time or pay. If the President is ill or on vacation, then the Vice President shall take his place. They shall in writing give the Employer one (1) week notice of said meetings.

E. In each year of the contract, the designated Union representatives shall be granted a total, in the aggregate, of fifteen (15) paid days of excused absences to conduct Union business away from the workplace. Unpaid days may also be taken for this purpose according to the following schedule:

*2005 - 13 days*  
*2006 - 13 days*  
*2007 - 13 days*  
*2008 - 13 days*

Designated representatives may also use accrued vacation and holidays on the books for PBA business, subject to the approval of the Jail Administrator.

F. The President of PBA Local 249 shall be permitted full release time to conduct Union business for the purpose of grievance proceedings, disciplinary hearings, arbitration, and Union related hearings, conferences and meetings, including but not limited to matters before PERC, the OAL, the DOP, and the Superior Court of New Jersey in any matter in which the Union and the County are parties.

For this purpose, the term full release time shall mean that, upon notification to his superior officer, the PBA President is permitted to leave his post at any time in order to tend to Union business. The provision shall not apply in the event of a jail emergency.

## **ARTICLE XXV STRIKES**

The Association agrees that during the term of this Agreement or as otherwise required by law, it shall not stage, authorize, or participate in any strikes, slow downs, or work stoppages by employees covered by this agreement.

## **ARTICLE XXVI ASSOCIATION REPRESENTATIVES**

The Association shall give notice to the Employer of designated Association representatives at each of the Employer's facilities who shall not be discriminated against due to their Association activities. The Association shall designate a steward for each shift who is expected to provide representation for associated members assigned to his work unit.

## **ARTICLE XXVII VISITATION OF PREMISES**

Designated representatives of the Association shall have the right to enter upon the Jail during working hours with reasonable notice to the Jail Administrator for the purpose of conducting Association business.

## **ARTICLE XXVIII ASSOCIATION DUES**

The Employer agrees to deduct monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly Association Dues. Dues shall be per month or such amount as may be certified by PBA Local #249 to the Employer at least thirty (30) days prior to the month in which the deduction of Association Dues is to be made. Deduction of Association Dues made pursuant hereto shall be remitted by the Employer to the properly designated Association representative entitled to receive the same, by the tenth (10<sup>th</sup>) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the PBA Local #249 President.

## **ARTICLE XXIX AGENCY SHOP**

- A. Any employee who is not a member of the Association shall be required to pay to the Association, commencing with the thirtieth (30<sup>th</sup>) day after his initial employment or the tenth (10<sup>th</sup>) day after entry into employment within the bargaining unit herein, a representative fee as a condition of continued employment.
- B. The aforementioned fees shall be in the amount of eighty-five percent (85%) of the dues, fees and assessments required by the Association to be paid by members and shall be deducted from employee's wages by the Employer and remitted to the Association.
- C. The Association shall advise the Employer, in writing, of the schedule of fees, dues and assessments set forth in the paragraphs above and all revisions thereof. The Employer shall immediately advise the Association of the identity of all employees covered by this Agreement or the termination of any existing employees in positions covered by this Agreement and shall promptly notify the Association upon the employment of any new employee in positions covered by the Agreement.
- D. The Association shall have access to information on any new hires and terminations.
- E. The Association agrees to indemnify and hold the County and its agents harmless against any and all claims, suites, orders of judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts of the Employer or its agency or servants.

## **ARTICLE XXX MANAGEMENT RIGHTS**

It is the intention of the parties hereto that all matters affecting the wages, hours, and other terms and conditions of employment for the employees covered hereby, which are not specifically governed by this agreement, shall remain within the discretion of the Employer until the expiration of this agreement.

## **ARTICLE XXXI OUTSIDE EMPLOYMENT**

An employee may engage in outside employment provided prior notice of such outside employment is given to the Jail Administrator and the Board of Freeholders through the Clerk/Administrator. It is understood that outside employment shall not interfere with the efficient operation of the Jail or agency and the recognized priority of the employee's responsibility to assignments in his work as an employee. The Employer reserves the right to advise the employee of any potential conflict of interest or appearance of such conflict in accepting such outside employment. The Employer maintains the right to enforce the County's Code of Ethics.

## **ARTICLE XXXII LEAVE OF ABSENCE**

A. A permanent employee who holds a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to the service, or who for any reason considered good by the appointing authority and the Board desires to secure leave from his regular duties may, with the approval of the appointing authority be granted a six (6) month leave of absence and the Board may extend such leave for an additional period not exceeding six (6) months. Any employee requesting special leave without pay shall submit his request in writing stating the reason why, in his opinion, the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty.

B. Once a request is made the Employer shall respond in writing within fourteen (14) days of receiving said request.

## **ARTICLE XXXIII MILITARY LEAVE**

The existing State statutes with regard to leave for military service in its present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any eligible employee in this bargaining unit.

## **ARTICLE XXXIV JURY DUTY**

A. If an employee is called to serve on a jury, the service time will not be deducted from any leave, and he will receive full pay, if his jury check is turned over to the Employer. Once an employee is notified of his call to serve he shall immediately notify the Jail Administrator.



B. If an employee is required to attend a Municipal, County, Superior Court, Grand Jury or other court, he shall suffer no loss of time and pay. If an employee must attend court during his off duty time, he shall receive straight time pay for such appearance.

C. The benefits as outlined in paragraph B shall not be applicable to employees who are called as witnesses on behalf of appellants/petitioners in Department of Personnel and/or Office of Administrative Law (OAL) matters relating to or involving an employee's appeal of a discipline imposed by the County.

**ARTICLE XXXV ADMINISTRATIVE RULES AND REGULATIONS**

The Employer and the Association agree that all rules promulgated by the New Jersey Department of Personnel, Public Employment Relations Commission, Employment Relations Commission of the New Jersey Police Training Commission concerning hiring, firing and training practices or any other matters, whether or not specifically covered on this Agreement, shall be binding upon all parties. The Employer and the Association agree to abide by these Department of Personnel, Public Employment Relations Commission and Police Training Commission Regulations.

**ARTICLE XXXVI EQUAL TREATMENT**

The Employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, Association membership, Association activities, or the exercise of any concerted rights or activities. For the purposes of this Agreement he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

**ARTICLE XXXVII TERM OF AGREEMENT**

This Agreement shall be effective as of January 1, 2005 and shall remain in full force and effect through December 31, 2008. This agreement shall be automatically renewed thereafter, unless notice is given in writing at least one hundred and twenty (120) days, prior to the expiration of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin no later than ninety (90) days prior to the expiration of this Agreement. The time limits set forth herein are minimum limits and nothing herein shall limit the right of any party to request contract negotiations at an earlier date.

**ARTICLE XXXVIII SAVING CLAUSE**

In the event of any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such confer on the invalidated Article, Section or Portion thereof. In the event any portion of this Agreement is declared invalid or unenforceable as a matter of Law, the parties shall re-negotiate the terms consistent with the Law.

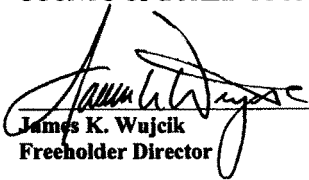
**ARTICLE XXXIX COMPLETE AGREEMENT**

The Employer and the Representative acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the Parties.

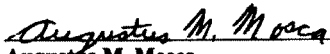
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, President, respectively, attested by their Clerk and Vice President respectively, and their seals to be affixed this *14<sup>th</sup>* day of *February*, 2007.

**BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF BURLINGTON**

**PBA LOCAL #249**

  
James K. Wujcik  
Freeholder Director

  
Pyaegbabe Blango  
President

  
Augustus M. Mosca  
County Administrator/  
Board Clerk

  
Terrance Benson  
Vice President