

1995 - 1997 AGREEMENT

Between

Board of Chosen Freeholders
of the County of Burlington,



and

Policemen's Benevolent Association

Local

#249

Correction Officers

SCHOLTZ

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YEARS OF SERVICE	1995	1996	1997
0 to less than 1	\$22,500	\$23,000	\$23,500
1	24,000	24,134	24,290
2	25,500	25,634	25,790
3	26,140	26,274	26,430
4	27,100	27,234	27,390
5	28,320	28,454	28,610
6	29,000	29,134	29,290
7	31,000	31,134	31,290
8	31,500	31,634	31,790
9	32,500	32,634	32,790
10	33,500	33,634	33,790
11	34,600	34,734	34,890
12 or more	37,500	38,750	39,250

The above referenced salaries for 1995 shall be retroactive to January 1, 1995 and the salaries for 1996 shall be retroactive to January 1, 1996.

1. In 1997, in addition to the salaries set forth above, employees with seventeen (17) or more years of service shall receive a lump sum of \$750.00.

B. The minimum/maximum salaries are set forth below:

Year	Minimum	Maximum
1995	\$22,500	\$37,500
1996	23,000	38,750
1997	23,500	39,250

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 including the date of full execution by both parties.

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. For the contract year 1995 only, officers shall be required to exchange any items including shoes which need to be replaced.

C. Upon completion of an officer's working test period or completion of COTA, Burlington County agrees to provide the initial issue of uniforms to all employees in this unit 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 (effective 1997)

D. Annual Allowance

1) 1995 - Each uniformed correction office will, after completing the first full year of service be able to replace uniform components, to include uniform maintenance and cleaning, at County expense up to maximum of \$525.00.

This right shall not be cumulative. Such replacement shall be on an as needed basis after approval by the Jail Administrator. Such purchases shall be made by County standard purchasing procedures. Vouchers with appropriate documentation, including receipts, for maintenance and cleaning reimbursement shall be submitted to the Jail Administrator quarterly as follows: April 1, July 1, October 1 and December 31. Reimbursement for dry cleaning shall be one hundred thirty-one dollars and twenty-five cents (\$131.25) per quarter for 1995.

2) 1996 - Each officer shall be paid the lump sum of \$550, which sum shall be paid by the County as soon as practicable after the execution of this agreement.

3) 1997 - Each officer shall be paid the lump sum of \$550 on April 1, 1997.

4) The lump sum payments made under sub-paragraph 1, 2, and 3 of this paragraph are intended by the parties to be utilized by the officer for replacement and maintenance of their 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 for work in a proper uniform may result in disciplinary action.

5) 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.

E. All uniforms and other equipment that have 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. Burlington County agrees to provide the initial issue of uniforms to all provisional and first year employees in this unit. Uni-sex work pants and shirts shall be the official on-duty, training uniform. The initial issue of uniforms will be as follows:

- 3 pairs of trousers
- 3 short sleeve shirts (weather permitting)
- 3 long sleeve shirts (weather permitting)
- 1 belt
- 1 whistle
- 1 whistle clip
- 1 set collar pins
- 2 shields

ARTICLE IV HEALTH BENEFITS:

A. The memorandum of agreement executed by the parties on March 10, 1993 attached hereto as Exhibit A is incorporated by reference as setting forth the terms and conditions of the medical insurance program, vision care, prescription insurance programs to be provided to all existing employees. Newly hired full-time employees, whether provisional or permanent, shall be eligible on the first of the month after three (3) months of service.

B. The County may 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 Exhibit A attached hereto as referenced in paragraph A above. At its discretion, the Board of Freeholders may extend this coverage beyond the initial ninety (90) day period.

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 as 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). Dental benefits shall be provided as set forth in paragraph 2(e) of the Memorandum of Understanding of March 10, 1993 pursuant to eligibility requirement set forth in paragraph A.

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 23rd day of the month shall receive one half (1/2) working day for that month. Employees who begin work after the 23rd 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 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 pay check. 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 the 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 relatives residing in the employee's household.

J. If an employee is absent for five (5) consecutive working days for any of the reasons set forth in sub-paragraph G of this Article, the appointing authority shall require acceptable medical evidence on the form prescribed.

K. If it is reasonably suspected that the employee is abusing the sick leave privilege, the Jail Administrator may require the employee seeking leave to submit proof of illness. If the employee fails to provide proof of illness, the employee shall suffer loss of pay for such time.

L. An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave set forth above shall notify his immediate supervisor by telephone or personal message two (2) hours prior to the normal starting time or he shall suffer loss of pay for the absence. It is agreed, however, that the aforesaid two (2) hours notice requirement may be waived in the event of a bona fide emergency.

M. Sick days may accumulate.

N. If an employee becomes ill while on duty and is unable to complete his tour of duty as determined by the on duty nurse, he shall be released from duty and required to submit a doctor's certificate upon return to duty.

O. Employees who have exhausted their sick leave benefit due to an extended illness certified by the employee's treating physician and who wish to substitute vacation, holiday, personal

leave or any other compensable time shall make such a request to the Jail Administrator who may approve the request based upon the specific circumstances.

P. The parties to this contract agree to the Attendance Control Policy attached as Exhibit B.

ARTICLE VI SICK LEAVE/PREGNANCY DISABILITY:

A. An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The Jail Administrator may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

B. An employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Insurance.

ARTICLE VII FAMILY LEAVE:

Family Leave as set forth in N.J.S.A. 34:11B-1 et seq. shall be available to all employees covered under this agreement pursuant to the terms of that Act.

ARTICLE VIII WORKERS' COMPENSATION:

A. When an employee is injured on duty, he shall notify the Jail Administrator immediately so that a Departmental report may be prepared. The employee and his immediate supervisor are also required to prepare an accident report.

B. Any employee who is temporarily or permanently disabled as a result of work related injury or illness, shall be covered by the provisions of the New Jersey Workers' Compensation Law and the provisions of this Article from the date of the injury or illness. Said employee shall be entitled to a leave of absence for the entire period of such disability. During such leave, said employee shall also continue to accrue credit for sick and vacation leave, however, such credit shall be actually added to the employee's account upon return to work. Further, employees on such leave shall suffer no loss of seniority.

C. Employees on a leave of absence pursuant to paragraph

B herein, shall have the option to utilize earned sick, vacation, holiday and personal leave time while on said disability leave. In the event an employee exercises this option, said employee shall receive from the County the difference between the employee's regular salary and the workers' compensation wage benefits the employee is receiving. Said payment shall be charged against the employee's accumulated leave on a pro-rata basis.

Notwithstanding any language in this Article to the contrary, an employee who has not yet been determined to be eligible to receive workers' compensation benefits may elect to draw on earned sick, vacation, holiday and personal leave time. At such time as the employee is determined to be eligible for workers' compensation wage benefits, the employee shall be placed on a leave of absence pursuant to paragraph B of this Article and appropriate adjustments shall be made to reduce the salary payments made by the County, under this option, to the difference between the employee's normal pay and the workers' compensation wage received. The employee shall also have the option at such time to assign over to the County any retroactive workers' compensation wage benefits received so as to restore, on a pro-rata basis, that portion of the employee's earned sick, vacation, holiday or personal leave time which has been utilized to date and the employee shall have the further option to draw on such time pursuant to the first sub-paragraph of this paragraph.

All wage payments set forth hereunder shall be charged against the employee's earned sick, vacation, holiday and personal leave time in that order. If accumulated leave time is completely used up before workers' compensation benefits terminate, the employee shall thereafter receive only his workers' compensation benefits.

The employee shall provide written notice of his election to exercise any of the options set forth herein.

D. Notwithstanding any terms to the contrary in paragraph C above, an employee who is injured while acting in the proper and lawful performance of his duties as a result of the direct action, effort, interference or activity of an inmate or prisoner shall be entitled to a leave of absence in accordance with the terms of paragraph B herein and such leave shall be granted with pay for the period of disability or up to one (1) full year whichever is less. In the event the employee is determined to be eligible for workers' compensation wage benefits, such pay shall not be in addition to any such benefits and the employee shall be obligated to assign to the County any such wage benefits which are received as a condition of receiving the wage payments set forth herein.

- 1). Eligibility Determination- Whether or not an

employee is deemed to be eligible for the benefits provided for under paragraph D of this article shall be determined in accordance with the procedure set forth as follows:

a). Upon the occurrence of an inmate/prisoner related incident which results in an injury believed by the employee to be covered by the provisions of this Paragraph D, the employee shall submit to the Jail Administrator a medical certificate from the employee's treating physician certifying that the employee's disability is the result of a work related injury or illness. The Jail Administrator shall have the right to require the employee to be evaluated by the County's treating physician pursuant to the provisions of paragraph E of this Article.

b). If, after the requirements set forth under sub-paragraph D (1)(a) are fulfilled by the employee, a dispute develops as to whether or not the employee's disability was a result of a work related injury or illness, said dispute shall be resolved in accordance with procedures as provided under the New Jersey Workers' Compensation Law and the employee shall not be eligible for the benefits set forth under this paragraph D until such dispute is resolved.

c). If, the County does not dispute that the employee's disability is work related, but a dispute develops as to whether or not the disability resulted from injuries suffered by an employee while acting in the proper and lawful performance of his duties as a result of the direct action, effort, interference, or activity of an inmate or prisoner, the Association shall have twenty (20) working days from the date of notice of such dispute to submit the same directly to binding arbitration through the Public Employment Relations Commission, with the cost thereof to be borne equally by the Employer and the Association.

d). During the resolution of any disputes under subsections 1(a) and (b) above, an employee may elect to draw on benefits available under Section C of this Article.

E. MEDICAL VERIFICATION. To the extent permitted under the New Jersey Workers' Compensation Law, the Jail Administrator may require that an employee receiving benefits under this Article provide adequate and acceptable certification from the County's treating physician as to the nature of the condition, injury, illness or other disability from performance of duties and treatment thereof and such demand for certification may be repeated on a reasonable periodic basis during the period of disability to the extent permitted by the New Jersey Workers' Compensation Law.

F. Employees returning from an authorized leave of

absence as set forth in paragraphs "B", "C", and "D" above shall be restored to their original job classification at the appropriate rate of pay with no loss of seniority, sick days or other employee rights, privileges and benefits except as modified above.

G. In the event the coverages or benefits available to other employees under the above Plan are increased or expanded, or the County adopts a broader or more favorable plan of disability insurance for any of its employees, such increase or improvement in benefits shall also apply to all employees covered by this Agreement.

ARTICLE IX PERSONAL LEAVE:

A. Each employee shall be eligible for three (3) personal leave days with pay for personal business with no accumulation of such leave from year to year. At the option of an employee, personal days may be utilized in half day increments to be taken solely during the last four (4) hours of a shift.

B. New employees in the County service shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment.

C. Except as set forth in paragraph D, an employee shall give no less than twenty-four (24) hours of notice of his request to take a personal leave day. Such request shall be made through the Jail Administrator or designee.

D. In the event of emergent situations the Jail Administrator or designee may grant permission to an employee to take a personal leave day with less than the required notice as set forth in paragraph C.

E. If a request for leave is given twenty-four (24) hours or more in advance then the County must respond within twenty-four (24) hours. If less than twenty-four (24) hours notice of the request is given, then the County shall respond as is practicable.

F. In the event of retirement, termination or at the end of the calendar year, deductions will be made from the final pay of the employee for used but unearned personal leave time.

ARTICLE X HOLIDAYS:

The following paid holidays will be observed:

1. January 1, known as New Year's Day
2. Third Monday in January, known as Martin Luther King's Birthday
3. February 12, known as Lincoln's Birthday
4. Third Monday in February, known as Washington's Birthday
5. Good Friday
6. Last Monday in May, known as Memorial Day
7. July 4, known as Independence Day
8. First Monday in September, known as Labor Day
9. Second Monday in October, known as Columbus Day
10. General Election Day
11. November 11, known as Veterans Day
12. Fourth Thursday in November, known as Thanksgiving Day
13. Friday after Thanksgiving Day
14. December 25, known as Christmas Day

A. If an employee works a regularly scheduled day on a holiday, the employee shall receive straight time pay and the holiday shall be put on the books. If the employee is called in to work a holiday on a scheduled day off, the employee shall receive one and one-half (1 1/2) time pay and holiday pay. If the employee is scheduled off on a holiday, the employee shall receive holiday pay at straight time and the holiday shall not accrue on the books.

B. Employees must give ten (10) days minimum notice of request to take a holiday and the County must respond within forty-eight (48) hours.

C. An employee may carry a holiday for one (1) year from the date the holiday is earned. Each June 1 and December 1 an employee with holidays on the books can elect to receive monetary compensation for said holidays at straight time pay based on the rate of pay at which the holiday was earned. If the employee does not use or does not elect to be monetarily compensated for a holiday within a year from the date earned, then the holiday is lost.

D. Employees must work their last scheduled day before and their first scheduled day after a holiday in order to receive the holiday. For purposes of this Article, all paid time other than sick leave shall be considered as time worked. Sick leave shall not be considered time worked except in the event of an extended period of sick leave of three (3) days or more for which the employee provides appropriate medical documentation. However, sick leave of less than three (3) days shall be considered time worked in the event that the employee is seen by a doctor and provides a doctor's note concerning the absence.

ARTICLE XI VACATION LEAVE:

Full-time employees in the County service shall be entitled to the following annual vacation with pay subject to scheduling approval by the Jail Administrator.

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 23rd day of the month shall receive one half (1/2) working day for the month. Employees who begin work after the 23rd day of the month shall not receive any paid vacation 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 paid vacation days as follows:

1 year and up to 5 years.....	12 days
after 5 and up to 12 years.....	15 days
after 12 and up to 20 years.....	20 days
after 20 years and over.....	25 days

C. Additional days based upon years of permanent service are credited on January 1 in the calendar year of the employee's anniversary; provided however, for employees who have worked in a provisional status on or after January 1, 1986, years worked in said provisional status after that date shall be recognized as years of service in determining credited vacation; however, any additional credited vacation days to which an employee may be entitled by operation of this paragraph shall only be paid retroactive for the 1992 calendar year. Any additional vacation days which may be credited due to this paragraph for the calendar year 1993 shall be carried to and utilized in the 1994 calendar year.

D. When in any calendar year the vacation, or part thereof is not granted by reason of necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.

E. All vacation leave is to be taken only as credited. Although each employee is credited with his vacation time at the beginning of the calendar year, vacation time is earned on a pro rated basis. Employees who at the end of the calendar year have been paid more vacation days than those earned shall have the excess payment deducted from their last pay check. Employees who leave the employ of the County prior to the end of the calendar

year and who have been paid more vacation days than those actually earned shall similarly reimburse the County.

F. Any employee who is laid off due to a reduction in force, discharged, retired or separated from the service of the Employer for any reason prior to taking his vacation, shall be compensated monetarily for any unused earned vacation time.

G. Permanent part-time employees on a daily or hourly basis shall be eligible for vacations in accordance with Department of Personnel Rules and Regulations.

H. A vacation schedule sign-up sheet will be made available in the Operations section beginning January 1 of each year. Requests for vacation time will be taken, beginning with the most senior (County seniority) correction officer. Vacation time will be taken in blocks of five (5) days, with a minimum of five (5) and a maximum of ten (10) consecutive days off. Lesser or greater amounts of vacation may be taken with the approval of the Jail Administrator or designee. Vacations will begin on Monday and end on Friday. To give more officers an opportunity to have off on Thanksgiving, Christmas or New Year's, officers should not request more than one (1) of these holidays off for vacation. If the situation does arise that scheduling can satisfy all leave requests, then and only then will an officer be permitted to have off more than one (1) of these holidays. Where the vacation schedule is established but there is a need to adjust the schedule due to unforeseen pressure of the work, voluntary changes shall be made first. Other employees named and required to make a change will be in inverse order of their seniority except that consideration will be given to a substantial financial commitment made by the employee involved. Vacation schedules shall not be changed later than thirty (30) days prior to the vacation unless mutually agreed upon or in case of emergency. All vacation decisions are final.

I. All vacation requests shall be forwarded to the Jail Administrator or designee in writing and in accordance with the policy established by the Jail Administrator. Written verification of vacation time shall be forwarded to each officer within fifteen (15) days from date of receipt as to whether the requested vacation time has been granted or denied. Any change to the officer's request shall be in writing along with written acknowledgment of change by the Jail Administrator or designee.

ARTICLE XII OVERTIME:

A. Overtime refers to any time worked beyond the normal forty (40) hour work week and is to be earned only when the employee is ordered to work by a supervisor. Such orders shall

be given only when unusual circumstances arise. Upon the effective date of this agreement time worked over the normal forty (40) hour work week will be paid at one and one half (1 1/2) times his normal salary and included in the next paycheck for the payroll period in which the overtime was worked, whenever possible.

B. No overtime shall be authorized or approved for payment unless the individual making the application for overtime pay has in fact worked at his designated position for forty (40) hours during any given week. Sick or personal leave time shall not be considered as time worked for this purpose, however, holiday and vacation time shall.

C. Daily Overtime shall be assigned as follows:

1). If the relieving officer on a particular post notifies the Employer that he will not be coming to work for his shift, then the opportunity to work that following shift at an overtime rate of pay shall be offered to the officer presently working on that post.

2). If that officer declines the above offer for overtime, the opportunity to fill this vacancy for the following shift at overtime pay shall be offered to all other persons on the present shift, in order of seniority.

3). If no such person volunteers to fill this vacancy, then the opportunity to fill such vacancy shall be offered to officers then on duty at another County correctional facility in order of seniority.

4). If no such person volunteers to fill this position then the Employer may order the employee whose relief did not report for work, to fill this position at the overtime rate of pay. If no employee is assigned to the post on the prior shift or the overtime does not involve a post position, then the junior employee on the shift will receive mandatory overtime.

5). An employee who is stuck with mandatory overtime pursuant to sub-paragraph (4) of this paragraph shall be permitted to obtain a volunteer to split the overtime shift or to substitute for the entire shift. Any employee who volunteers for daily overtime may withdraw their commitment to work overtime or obtain a volunteer to split the shift provided they so act at least two (2) hours before the end their shift. An employee who volunteers for daily overtime may not withdraw their commitment to work the entire shift nor may they split the shift less than two (2) hours prior to the end of their shift.

D. The above procedures will apply to daily overtime. Pre-scheduled overtime shall continue to be filled by volunteers

through the existing procedure involving the rotating list.

E. Any employee called in to work overtime shall receive a minimum of two (2) hours pay regardless of time worked. After two (2) hours each employee shall be paid for actual time worked.

ARTICLE XIII SENIORITY:

A. Seniority shall be defined as an employee's total length of service with the Employer beginning with his date of hire. It is agreed, however, that provisional employees shall not have greater seniority than certified employees. In the application of this provision, the most senior provisional employee shall be next in seniority below the least senior certified employee.

B. If a question arises concerning the relative seniority of two (2) or more employees who were hired on the same date the following shall apply for purposes of breaking ties: The employee with the earliest date of certification will have greater seniority. If the dates of certification are the same, preference shall be given in alphabetical order of the employee's last name.

C. The Employer shall maintain, an accurate, up-to-date seniority roster showing each employee's date of certification, date of hire, date of promotions, classification and pay rate. Such records shall be available to the Association upon request.

D. 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.

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 twenty-six cents (\$.26) per mile for the term of that 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 employees 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 \$15,000.

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 coverages 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 SCHEDULES:

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 AM to 3:30 PM
3:00 PM to 11:30 PM
11:00 PM to 7:30 AM

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 AM to 3:30 PM and two (2) weeks on the 3:00 PM to 11:30 PM shift before being 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.

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 requalification. 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 requalification. The Employer also agrees to supply one hundred and twenty (120) rounds of practice ammunition issued at the time of requalification. 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, 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 Manual of Rules and Regulations for Officers and Employees of the Burlington County Jail, dated September 1989, shall be distributed to each employee upon his 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 at 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

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 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.

Current employees whose sample shows the presence of an illegal drug in a confirmation test upon the recommendation of a physician and the Jail Administrator, shall be offered a temporary medical leave of absence without pay so that an employee may enter a detoxification, rehabilitation, and

counseling program. Such cost shall be at the insurance carrier or employee's expense. Should such an employee test positive in a subsequent confirmation test, he shall be terminated. 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.

3). Current employees/discretionary testing: The Employer may, on a routine basis at its discretion but not more than twice a year, 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 a standardized 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 employees personnel record if the employees sample produces a negative result on the confirmation test.

Current employees whose sample shows the presence of an illegal drug in a confirmation test, upon the recommendation of a physician and the Jail Administrator, shall be offered a temporary medical leave of absence without pay so that an employee may enter a detoxification, rehabilitation, and counseling program. Such cost shall be at the insurance carrier or employee's expense. Should such an employee test positive in a subsequent confirmation test, he shall be terminated.

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.

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 employee 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) hours 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 action 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, commencing at Step 1, at the election of the aggrieved employee. However, if the disciplinary hearing was conducted by the Jail Administrator the grievance shall proceed at Step 2.

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 three (3) 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 have twenty (20) days to submit such determination directly to binding arbitration through the Public Employees Relations Commission, with the cost thereof to be borne equally by the Employer and Association.

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.

J. Attendance Policy - Attached hereto as Exhibit B.

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 informal 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 five (5) 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 of 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 made to the appropriate arbitrator as determined by a mutually agreed upon rotating panel of six (6) arbitrators with a copy of the request letter to the Clerk Administrator/Board Clerk or designees. If for any reason the arbitrator scheduled to be utilized from the list is not available, the next arbitrator shall be utilized.

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 employees' 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. Internal Affairs Investigation

1). Prior to questioning an officer, he shall be

advised as to whether or not he is or could be the target of an investigation.

2). An officer may request PBA representation at all internal affairs interviews. Such request and representation shall not be denied.

3). If an officer is the target of an internal affairs investigation and no charges are issued, the officer shall be provided a written statement that the investigation has been closed and no cause for charges found to exist. In the event new evidence is brought forth and made available to the County, the County reserves the right to proceed accordingly as otherwise permitted by law or under this Agreement.

ARTICLE XXIV RIGHTS AND PRIVILEGES OF THE ASSOCIATION:

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties 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 mail box 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 and ten (10) unpaid days of excused absences conduct Union business away from the workplace. Designated representatives may also use accrued vacation and holidays on books for PBA business, subject to the approval of the Jail Administrator.

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 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 (10th) 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 (30th) day after his initial employment or the tenth (10th) day after entry into employment within the bargaining unit herein, a representation 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 employees 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, suits, 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 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 age and the recognized priority of the employees responsibility to assignments in his work as an employee. The Employer reserve the right to advise the employee of any potential conflict of interest or appearance of such conflict in accepting such out 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 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 the 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, 1995 and shall remain in full force and effect through December 31, 1997. 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 th Agreement should be held invalid and unenforceable by any Co of competent jurisdiction, such decision shall apply only to 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 therec In the event any portion of this Agreement is declared inval unenforceable as a matter of Law, the parties shall re-negot 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 hereto affixed this 12th day of June, 1996.

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF BURLINGTON

Linda K. Coffey

Freeholder Director
Linda K. Coffey

Frederick P. Galdo

Frederick P. Galdo
County Administrator/
Board Clerk

PBA LOCAL #249

Rovertis Dampier

President
Rovertis Dampier

Joseph A. Rhoades, Jr.

Vice President
Joseph Rhoades, Jr.

SECOND PRINT

EXHIBIT A

Rev. #1
3-10-9.

MEMORANDUM OF AGREEMENT

WHEREAS, the Corrections Officers Committee of PBA Loca and the Board of Chosen Freeholders of Burlington County been engaged in contract negotiations for purposes of arrivi a new collective bargaining agreement to be effective Janua 1993; and

WHEREAS, the parties have negotiated a medical insu program to replace that program which was in effect a December 31, 1992,

It is hereby agreed that Article IV paragraph A of Collective Bargaining Agreement between the County and Corrections Officers Committee of PBA Local 249 shall be am as follows:

1. During the period of January 1, 1993 through Feb 28, 1993, the County shall continue to maintain for barga unit employees the self-insurance plan substituted for the Cross Medallion Program, HMO of New Jersey, and HIP program insurance which were in effect as of December 31, 1992. programs of insurance, including single, parent/child, or fa shall be maintained at the County's expense. Existing v care, dental, and prescription insurance programs in effect December 31, 1992 shall also be maintained on behalf of empl under the terms and conditions then existing except that regard to said prescription plan employee contribution to cost of parent and child and family coverage (including hu and wife) shall be frozen at 1992 levels. Any persons who paid out-of-pocket contributions for the prescription pla

excess of the 1992 rates shall have such excess returned to them by the County.

2. Effective March 1, 1993, the County's plan of self-insurance, as set forth in the plan document provided to Union counsel on December 24, 1992 ("new book"), shall be put into effect as modified below:

(a) Co-pays on doctors shall be \$2.00 for normal office and emergency visits.

(b) Pre-certification and Second Opinion - During the first month of the Plan's operation, there shall be general amnesty and no employee who fails to utilize the pre-cert and second opinion procedures under the Plan shall suffer any penalty. During the second and third months of the Plan's operation, the penalty for non-compliance shall be \$100.00. Thereafter, the penalty for non-compliance shall be \$175.00. Any disputes concerning whether an employee has failed to follow the required pre-certification or second opinion procedures shall be submitted for resolution at a meeting between representatives of the parties. In the event such dispute cannot be resolved at such a meeting, either party may submit the dispute to expedited arbitration utilizing a rotating panel of four arbitrators. The arbitrator next up on the panel who can hear the dispute within thirty days or who otherwise has the earliest date of availability shall hear the dispute.

(c) The prescription plan shall remain the \$3.00/\$6.00 plan except that employee contributions to the premium for parent and child, and for family coverage (including employee and spouse), shall be frozen at the 1992 rates for calendar years 1993 and 1994. In addition, as more fully set forth below, those incumbent employees who elect to remain with the existing HIP Plan shall obtain their prescriptive coverage through HIP only during such time as the employee remains covered by HIP.

(d) Vision Care - There shall be a \$2.00 co-pay for office visits. New employees who elect to obtain vision care "out of network" will be subject to the County Plan's normal comprehensive coverage. Current employees who elect to go "out of network" for vision care shall fall within the "comprehensive coverage" set forth below for current employees who go "out of network". Current employees who elect to remain with HIP, as set forth below, shall obtain their vision care benefits through HIP except that such employees shall also receive the vision care discount card made available to other employees.

(e) Dental Benefits - The existing Delta benefit program shall be continued except that effective January 1, 1994 the co-pay for basic coverage (including preventive and diagnostic, cleaning, oral

surgery, restoration, endodontics, periodontics, and emergency care) shall be changed to 80/20.

(f) Employee Participation - All new employees hired after December 31, 1992 shall be covered by the County's Plan of self-insurance. If a new employee uses an "out of network provider" then the Plan's comprehensive provisions shall apply.

With regard to existing employees employed as of December 31, 1992, the following special provisions shall apply. During the first six months of the Plan's operation, all existing employees shall be permitted to use their current doctors and other current providers without regard to whether such providers or doctors are "in network" or "out of network". The bills of any "out of network" providers shall be paid in full or reimbursed to employees, as appropriate, minus any applicable co-pay, during the first six months of the Plan's operation.

Commencing September 1, 1993, existing employees will have the option of utilizing "in network providers" or continuing to utilize their current providers even if such providers are not "in network". In network providers will include those providers who are participants in or appear on the PPO list maintained by CHN, and Intergroup, and any other providers who are recruited from the date of this Agreement forward. "In network providers" shall also

include those providers currently utilized by employees who appear on the PPO list maintained by US LifeCare. The bills of all such providers shall be paid in full or reimbursed to employees, as appropriate, minus an applicable co-pay, for all benefits provided under the County's Plan. If a provider currently utilized by an existing employee is "out of network", the employee shall be permitted to utilize such provider after September 1, 1993 on an 80/20 comprehensive basis with no deductible and with a maximum out-of-pocket expense of \$400.00 for an individual or \$800.00 for husband and wife, parent/child, or family coverage. Once the maximum out-of-pocket has been met, the County shall pay 100 percent coverage with regard to such provider.

Notwithstanding the above, those employees who on December 31, 1992 were covered under HIP shall have the option as of September 1, 1993 to remain on HIP and the County shall pay 85% of the monthly premium and the employee shall pay 15% of the monthly premium.

If at any time during the term of the collective bargaining agreement an existing employee elects to change doctors or other providers, the employee shall be subject to the normal restrictions and terms applicable to new hires. With regard to those existing employees who initially elect to remain on HIP, such employees will be subject to the same restrictions and terms as a new hire in the event the existing employee

elects to drop HIP coverage and enroll in the County's self-insured plan.

3. The County agrees to meet and negotiate with the Union wellness programs.

4. The County agrees to issue side letters confirming the clarification of the issues discussed on January 7, 1993 as follows:

(a) Billing process and direct billing - With regard to page 47 paragraph A of the County's Plan, a doctor's bill, if directly billed to an employee will be covered under the medical/surgical portion of the Plan. If the bill is part of a patient's hospitalization, then there is no employee co-pay on the bill. If it is not part of hospitalization, then the normal \$2.00 co-pay will apply.

(b) Procedures involving the same incision - A second surgery involving the "same incision" will be covered on a pro-rated basis so that there is no duplicative payment associated with "opening and closing".

(c) Pre-certification and Second Opinion - These procedures will apply only to non-emergency hospital admissions and non-emergency surgery. The employee's responsibility will consist of no more than calling National Benefits Corporation and advising that the patient's doctor has required or scheduled a procedure. If National Benefits Corporation advises that a second

opinion is required under the terms of the Plan, then the employee will have the responsibility of obtaining the second opinion in accordance with the agreed upon procedures. The patient will not be required to provide any medical information and all additional information and subsequent communications shall occur between National Benefit Corporation and the patient's doctor. In an emergency situation, a patient will be required only to advise National Benefits Corporation that the emergency occurred within 48 hours.

(d) Retirees - All retirees will be provided benefits under the County's Plan. If a retiree's provider is more than 25 miles from Mt. Holly, then the provider will be paid as if the provider were "In Network" based on the 90% UCR level for the geographic area where the provider is located. If such amount is not accepted by the provider as payment in full, National Benefits Corporation will attempt to negotiate with the provider and, if necessary, will pay 100% of the provider's bill. Under such circumstances, there will be no balance billing to retirees.

(e) Under the County's Plan, each employee and spouse will be entitled to one routine physical each year. Children ages 6 and under will be entitled to all well child visits and immunizations.

(f) Ambulance Service - There will be no requirement to obtain pre-certification or otherwise

coordinate with National Benefits Corporation in the event that ambulance service is needed on an emergency basis. If ambulance service is utilized on a non-emergency pre-planned basis, then the employee will call National Benefits Corporation in advance and so advise.

5. It is the intent of the parties to provide hereunder a plan of medical and health insurance which is at least as good as or better than the benefits provided under the Blue Cross Medallion Plan/Major Medical Insurance in effect as of December 31, 1992, with respect to the individual benefits provided as well as on the whole. If a dispute arises concerning whether employees are receiving the benefits agreed to under this Agreement, whether there has been a material reduction in participating "In Network Providers" as compared to the list of participating providers in effect as of the date of this Agreement, or concerning whether any of the benefits hereunder is equal to or better than that which had been provided under Blue Cross Medallion as of December 31, 1992, said claim shall be presented in writing for negotiation and resolution at Step II of the grievance procedure. If the parties cannot reach a resolution within thirty (30) days, either party may submit the dispute to expedited arbitration utilizing a rotating panel of four arbitrators who will hear the dispute within thirty (30) days of submission. The first arbitrator on the rotation available within thirty (30) days of submission or the arbitrator

next available at the earliest date if none can hear the c
within thirty (30) days shall hear the dispute.

6. This Agreement is subject to ratification by the

PBA LOCAL 249 CORRECTIONS
OFFICERS COMMITTEE

BURLINGTON COUNTY BOARD
OF CHOSEN FREEHOLDERS

Robert Sampson

Richard J. Gallo

DATE: 3/10/93

EXHIBIT B

**BURLINGTON COUNTY JAIL
ATTENDANCE POLICY**

This policy will supersede all existing contract provisions and existing policies that are in direct conflict with this policy. However, the existing contract terms concerning the doctor's note requirement shall remain in effect.

A) Attendance Abuses - Incidents which will be treated on a "just cause" basis. Subject to full just cause review of whether discipline should be issued based on facts and circumstances including the existence of a bona fide illness or other mitigating circumstances. Incidents are accumulated on a rolling twenty-four (24) month basis. All incidents of discipline shall remain as part of an employee's disciplinary record, subject to just cause considerations. The employee, however, shall be downgraded in the schedule of discipline twenty-four (24) months from the date of an offense.

1. No Call/No Show - defined as failure to call in absent before the start of shift.

Schedule of Discipline:

- 1st Offense - written reprimand and counseling
- 2nd Offense - five (5) day working suspension and counseling
- 3rd Offense - Ten (10) day working suspension
- 4th Offense - Termination

2. Pattern absences - defined as calling out sick on the same day of the week or in conjunction with days off, holidays, vacation, P-L days, or other paid time off or unauthorized time off without pay. Four (4) occurrences in a rotating four (4) month period of time shall constitute a pattern. Any pattern absence within four (4) months of the fourth (4th) occurrence shall be considered an offense.

Schedule of Discipline:

- 1st Offense - written reprimand and counseling
- 2nd Offense - Five (5) day working suspension and counseling
- 3rd Offense - Ten (10) day working suspension
- 4th Offense - Termination

3. Lateness or a violation of time clock - three (3) unexcused lateness or violation of the time clock policy in a rolling thirty (30) day period shall be considered an offense.

Schedule of Discipline:

- 1st Offense - Counseling
- 2nd Offense - Written reprimand
- 3rd Offense - One (1) day working suspension
- 5th Offense - Three (3) day working suspension
- 6th Offense - Five (5) day working suspension
- 7th Offense - Seven (7) day working suspension
- 8th Offense - Ten (10) day working suspension
- 9th Offense - Termination

If an employee calls in late before the start of a shift and arrives within one (1) hour after the start of the shift, the employee shall be permitted to work. If the employee fails to call in prior to the start of the shift, but arrives at work within one-half (1/2) hour after the start of the shift, the employee shall be permitted to work. If an employee 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, the employee shall be permitted to work.

B) No Fault System - Incidents of absence shall be treated under the following system. System shall be applied on a rolling twenty-four (24) month basis. All incidents of discipline shall remain as part of an employee's disciplinary record. However twenty-four (24) months after an incident an employee shall be reduced on a schedule of discipline and such incident shall not be considered for purposes of placing an employee on the penalty schedule.

1. No incidents shall accrue until an Employee has exhausted ten (10) sick days in a calendar year. A continuous illness or injury of three (3) consecutive days or more that commences before ten (10) days are used that continues beyond the ten (10) sick day limits shall not count as an incident. However, a continuous illness or injury will be counted for purposes of calculating the number of sick days used in a calendar year except as provided in paragraph 4.

2. Contract days off with pay and accrued sick days used for bereavement leave shall not be included as an occurrence.

3. Three (3) consecutive days absent or more shall be treated as one (1) occurrence provided the officer uses accrued sick time. An officer is limited to two (2) such incidents per calendar year and every absence thereafter shall be considered an occurrence.

4. If five (5) or more accrued sick days are used as a result of an extended illness or injury those paid sick days used shall not be considered for purposes of determining whether a chargeable incident has occurred under the system. An employee shall be entitled to only one extended illness exemption per calendar year.

5. For each one hundred twenty (120) consecutive days of perfect attendance, an Employee will be reduced in schedule by one incident.

Schedule of Discipline:

1 Incident	- Counseling
3 Incidents	- Counseling
6 Incidents	- Written reprimand
7 Incidents	- One (1) day working suspension
8 Incidents	- Three (3) day working suspension
9 Incidents	- Five (5) day working suspension
10 Incidents	- Ten (10) day working suspension
11 Incidents	- Termination - subject to just cause review, including the existence of bona fide illnesses or other mitigating circumstances,

C) Penalties and Incentives -

1. Working Suspensions - Employee will receive a suspension of record but will be permitted to work the suspension with pay. The employee will pay, however, a \$25.00 per day fine for each suspension day

2. Incentives - The County will place each fine collected from correction officers into a pool. At the end of the calendar year all correction officers with continuous service throughout the entire calendar year who use one (1) to five (5) sick days shall receive one (1) share of the pool, a correction officer's share of the pool shall not exceed \$500.00 in any calendar year. All officers who use no sick time shall receive an additional share of the pool. A correction officer's share and additional share shall not exceed \$1,000.00 in any calendar year. The use of accrued sick days for bereavement leave is excluded. In order to be eligible for a share of the pool a correction officer must be employed on or before January 1st of the calendar year.

3. Discipline imposed under either system shall be removed from the employee's record after thirty-six (36) months provided no discipline for any attendance related offense has occurred during that period.

D) Implementation -

1. Implement program effective January 1, 1996. No "look back" prior to January 1, 1996 for purposes of twenty-four (24) month rotation.

2. Place employees at incident levels based on incidents from January 1, 1996 to present. However, no Employee shall be charged with more than eight (8) incidents under the no fault system, two (2) incidents under paragraphs 1 and 2 of the just cause system and six (6) incidents under paragraph 3 of the just cause system. Placement of an Employee on the schedule shall not result in the issuance of discipline. The Jail will advise Employees of their status on the system and the impact of accruing additional incidents. However, the Jail reserves the right to proceed under the current disciplinary system if a disciplinary action is pending against an officer. After the discipline the employee will be placed at the appropriate level on the schedule.

3. An employee disciplined under one system shall not be disciplined under the other system for the same incident. However, an incident which constitutes an occurrence under both systems shall result in the Employee being placed at the appropriate level of occurrences under each system. However, only one (1) discipline shall be issued.