

# 2002 - 2004 AGREEMENT

*Between*

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



*and*

**Policemen's Benevolent Association  
Local #249  
Superior Officers Committee**

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**PREAMBLE**

**THIS AGREEMENT** entered into between the Board of Chosen Freeholders of the County of Burlington, hereinafter referred to as the "Employer" and PBA Local No. 249 Superior Officers Committee, hereinafter referred to as the "Association," has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of equitable and peaceful procedures for the work and other conditions of employment, whether such employees are of provisional or permanent status.

**ARTICLE I - RECOGNITION**

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

**ARTICLE II - SALARIES**

- A. All salary adjustments of officers covered by this Agreement as outlined below including adjustments for overtime worked shall be retroactive to January 1, 2002, effective at the execution of this Agreement by both parties.
- B. It is agreed that to be covered by the retroactive wage provisions of this Agreement, an officer shall have maintained full-time employment at the Burlington County Detention Facility up to and including the date of full execution of this Agreement by both parties. However, upon the death of an officer covered under this Agreement, retroactive wages shall be paid to said officer's estate.
- C. Salaries: On January 1<sup>st</sup> of each calendar year, employees shall be placed on the step system below based on years of service, at the salary rate indicated.

Sergeants, Training Officers, Senior ID Officers:

2002

Effective 1/1/02, all Sergeants, Training Officers and Senior I.D. Officers with less than four (4) continuous years' experience in the rank shall receive \$48,971. All other Sergeants, Training Officers and Senior I.D. Officers shall receive \$50,992.

2003

Effective 1/1/03, all Sergeants, Training Officers and Senior I.D. Officers with less than three (3) continuous years' experience in the rank shall receive \$51,420. All other Sergeants, Training Officers and Senior I.D. Officers shall receive \$53,287.

2004

Effective 1/1/04, all Sergeants, Training Officers and Senior I.D. Officers with less than two (2) continuous years' experience in the rank shall receive \$53,991. All other Sergeants, Training Officers and Senior I.D. Officers shall receive \$56,000.

Lieutenants:

2002

Effective 1/1/02, all Lieutenants with less than four (4) continuous years' experience in the rank shall receive \$53,492. All other Lieutenants shall receive \$55,120.

2003

Effective 1/1/03, all Lieutenants with less than three (3) continuous years' experience in the rank shall receive \$56,167. All other Lieutenants shall receive \$57,876.

2004

Effective 1/1/04, all Lieutenants with less than two (2) continuous years' experience in the rank shall receive \$58,975. All other Lieutenants shall receive \$61,000.

**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 his designee to ensure compliance. All superior officers shall maintain and wear the proper uniform for superior 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 his designee and shall be checked prior to submitting a purchase order for new officers.

C. Burlington County agrees to provide the initial issue of uniforms to all new officers in this unit as follows:

Four (4) pairs of trousers	Four (4) short sleeve shirts
Three (3) long sleeve shirts	One (1) all leather Garrison belt with gold buckle
One (1) whistle, gold	One (1) whistle clip, gold
One (1) winter jacket	Two (2) sets of collar pins (gold) distinguishing rank
One (1) raincoat	Two (2) metal name plates (gold)
Two (2) shields	One (1) pair black uniform shoes
One (1) sweater	One (1) shank resistant vest

1. Newly promoted officers will be eligible to receive a pro rated cash uniform allowance as set forth under Paragraphs D(2) and (3) of this article for the remainder of the calendar year in which the "one year/initial issue restriction" expires.

D. Annual Allowance:

1. 2002 - Each officer shall be paid a lump sum payment of \$700 which sum shall be paid by the County (as soon as practicable) after the execution of this Agreement.
2. 2003 - Each officer shall be paid a lump sum payment of \$725 which sum shall be paid by the County as soon as practicable, but not after the second pay period in December of that year.
3. 2004 - Each officer shall be paid a lump sum payment of \$750 which sum shall be paid by the County as soon as practicable, but not after the second pay period in December of that year.
4. The lump sum payments made under sub-paragraphs 1, 2 and 3 of this section are intended by the parties to be utilized by the officer for replacement and maintenance of uniforms. It is the officer's sole responsibility to insure he/she reports to work in a proper uniform in compliance with applicable administrative directives, policies/procedures and codes. Failure of the officer to report to work in a proper uniform will result in appropriate discipline.
5. Effective January 1, 2003, any officer who takes an approved leave of absence without pay shall be entitled to the uniform allowance specified in this Article on a pro-rata basis for actual time worked, less applicable taxes.
6. Effective January 1, 2003, any officer who takes an approved leave of absence without pay shall be entitled to the difference between the contractual allowance

specified in this Article, less applicable taxes and the pro-rated amount received pursuant to the above paragraph, provided he/she submits true and accurate receipts/vouchers reflecting the purchase of uniforms or equipment as specified in the Jail's regulations within a reasonable time, not to exceed six (6) weeks after his/her return from approved leave of absence.

7. Officers who leave the employ of the County during the calendar year in which the allowance was paid, shall reimburse the County the full amount of the uniform allowance paid in that calendar year less any amount spent on uniform replacement and maintenance prior to the date of separation from service. No credit shall be given to an employee for this purpose unless a receipt is provided to the County.
8. If the County decides to change the style of the uniform, the County agrees to provide each officer with a complete set of uniforms pursuant to Paragraph C above.
9. Personal items destroyed or damaged by inmate contact while in the performance of duties 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. Reimbursement of watches shall be limited to \$50.
10. The Jail Administrator at his sole discretion shall designate which position(s) is appropriate for the wearing of Battle Dress Uniforms. Upon written notification, Superior Officers shall have the option to purchase, at their own expense, Battle Dress uniforms for on-duty wear. Standards for the wearing of such uniforms shall be established by the Jail Administrator.

#### **ARTICLE IV - HEALTH BENEFITS**

For the period commencing January 1, 2002 to December 31, 2002 Superior Officers shall be covered by the County's plan of self insurance, as set forth in the plan document provided to union counsel on December 24, 1992 ("new book").

A. Commencing January 1, 2003, the following shall apply to Family Hospital, surgical and Major Medical or other medical benefits. Such benefits shall be available for all full time employees on the first of the month after three (3) months of service pursuant to the following provisions:

1. All employees shall be covered by a non-contributory comprehensive County self-

funded medical, optical and prescription plan to include co-pays as follows:

	<u>Doctor's Visits</u>	<u>Prescription/ Generic</u>	<u>Prescription/ Generic N/A</u>	<u>Prescription/ Brand</u>
1/1/03	\$10.00	\$7.00	\$7.00	\$20.00
1/1/04	\$10.00	\$7.00	\$7.00	\$20.00

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

1/1/03 and thereafter: \$25.00

Precertification and second opinion for non-compliance shall be \$500

2. In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependents of the employee shall be covered until they reach the age of 21, or if the dependent is in school or still a dependent (as evidenced by being claimed on the employees' Federal Income Tax), until age 23. Employees must submit a copy of their Federal 1040 tax form or information from the school that demonstrates that the child is still a dependent or still in school.
- B. The County will extend to a maximum of ninety (90) calendar days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employees' accumulated sick leave and who are granted sick leave without pay, with the County paying the cost in accordance with Paragraph A above.
- In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) calendar days, the employee's coverage shall be terminated the first of the month following the ninetieth day. Said employee shall then be eligible for coverage under the COBRA regulations. Upon returning to work, coverage will be reinstated effective the first of the month following the date of return.
- C. At the beginning of each enrollment period, permanent employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a \$5,000 life insurance 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.
- 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 Benefits:

1. The County shall pay for and provide an 80/20 family dental plan for preventive, diagnostic and basic benefits.
2. The family program of dental care shall include orthodontics for children only and prosthodontics. Employees' eligibility shall be determined in accordance with Paragraph A of this article.
  - a. The maximum payable by the carrier for services other than orthodontic benefits is One Thousand Dollars (\$1,000.00) per eligible patient in any calendar year.
  - b. Orthodontic benefits are subject to a One Thousand Dollars (\$1,000.00) maximum per lifetime which is separate from the maximum mentioned above.

F. Disability Leave

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 first through the eighth day of the calendar month. Employees who begin work on the ninth through twenty-third day of the month shall receive one half (½) working day for the month. Employees who begin work after the twenty-third 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 one quarter (1¼) 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 and 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. 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.
- E. Paid sick days shall not accrue during a leave of absence without pay.
- F. 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 G below.
  2. Up to five (5) working days may be requested for a death in the immediate family as defined in Section G below. Upon written request of the employee and approval of the Jail Administrator this time may be expanded. Such time may be taken at the employees' option, from available sick days, personal days, vacation days or holidays.
- G. Immediate family is defined as 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 employees' household.
- H. If an employee is absent for five (5) consecutive working days for any of the reasons set forth in Paragraph F of this Article, the Jail Administrator shall require acceptable medical evidence on the form prescribed.

- I. 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.
- J. 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.
- K. Sick days may accumulate.
- L. 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.
- M. 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 shall reasonably approve the request based upon the specific circumstances.
  - 1. If an employee submits a doctor's note requiring the employee to be absent from duty for a period of time and this period of time overlaps into a pre-approved time off, the pre-approved time off shall not be changed to sick leave without the approval of the employee.

#### **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 benefits.

## ARTICLE VII - FAMILY LEAVE

Family Leave as set forth in 29 U.S.C., Section 2601 et seq., N.J.S.A. 34:11B-1 et seq. and N.J.A.C. 4A:6-1.21 or any amendments thereto shall be available to all employees covered under this Agreement pursuant to the terms of that Act and/or regulations.

## 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 employees' 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 employees' regular salary and the Workers' Compensation wage benefits the employee is receiving. Said payment shall be charged against the employees' accumulated leave on a pro-rata basis.
  1. 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 employees' 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 employees' 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 C.

2. All wage payments set forth hereunder shall be charged against the employees' 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.
  3. 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. The benefits provided for under this paragraph shall not be applicable to, and specifically exclude any inmate prisoner related incidents which occur prior to the execution of this Agreement.
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 provision of this Paragraph D, the employee shall submit to the Jail Administrator a medical certificate from the employees' treating physician certifying that the employees' 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 employees' 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 employees' 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 Paragraph 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 leave days may be utilized in half-day increments to be taken solely during the last four (4) hours of a shift.
- B. If a request to utilize a personal leave day is made by an employee twenty-four (24) hours

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

- C. In the event of emergent situations, the Jail Administrator or his designee may grant permission to an employee to take a personal leave day with less than the required notice as set forth in Paragraph B of this Article.
- D. In the event of retirement or 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.
- E. New employees in County service shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment.

#### **ARTICLE X - HOLIDAYS**

- A. 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
- B. Holidays need not be given to employees on the specific day on which the holiday falls; instead, a compensatory day off must be scheduled by an employee with the approval of the Jail Administrator, within one (1) year of the holiday's accrual. The said compensatory day must be taken within that time period and shall not accumulate beyond said time period. The County shall respond within forty-eight (48) hours to a request by an officer for use of a compensatory holiday.
- C. If an employee is scheduled to work a holiday, another day shall be allowed in its place.

If an employee is not scheduled to work on a holiday, but is called in, such employee shall be paid at the rate of one and one half (1½) times his normal salary, in addition to which he shall receive straight time pay for the holiday in lieu of a day off.

- D. Employees must work the day prior to and the day after the holiday as indicated in Paragraph A above in order to receive a compensatory day off for the holiday. Only scheduled and authorized time off shall be considered as time worked for this purpose.
- E. At the election of the employee, and upon request, said employee may buy back earned and unused holidays.
  - 1. Employees who elect to buy back earned/unused holidays in compliance with this Paragraph shall submit their request no later than December 1 of the year said holidays are earned. Payment shall be made at the employees' compensation rate as of January 1 of the year said holidays are earned.
- F. Unused earned holiday time shall be paid to the estate of a deceased officer.

**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 first through the eighth day of the calendar month. Employees who begin work on the ninth through the twenty-third day of the month shall receive one half (½) working day for the month. Employees who begin work after the twenty-third 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:

One year and up to five years	12 days
Six years and up to eleven years	15 days
Twelve years and up to twenty years	20 days
After twenty years and over	25 days

Additional days based upon years of service are credited on January 1 in the calendar year of the employees' anniversary.

- C. When in any calendar year the vacation, or part thereof is not granted by reason of

necessity if work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.

- D. 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 paycheck. 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.
- E. Any full-time employees who are laid off due to a reduction in force, discharged, retired or separated from the service of the County for any reason prior to taking his vacation, shall be compensated monetarily for any unused vacation time.
- F. 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) superior officer. Vacation time shall be taken in increments of no less than one (1) day with a maximum of ten consecutive days off. Greater amounts of vacation may be taken with the approval of the Jail Administrator or his designee. Vacations of five (5) days or greater duration will begin on Monday. To give more officers an opportunity to have off on Thanksgiving, Christmas or New Year's Day, officers should not request more than one (1) of these holidays. 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, voluntarily 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 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.
- G. All vacation requests shall be forwarded to the Jail Administrator or his 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 his designee.
- H. Unused earned vacation time shall be paid to the estate of a deceased officer.



## ARTICLE XII - OVERTIME

- A. Overtime refers to any time worked beyond the normal forty (40) hour week and is to be earned only during the necessity of work. Time worked over the normal forty (40) hour work week will be paid at one and one half (1½) times the employees' 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 leave shall not be considered as time worked for this purpose; however, holiday, personal and vacation time shall.
- C. Overtime shall be assigned as follows:
  - 1. If the officer relieving an officer on a particular post for the following shift 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 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 persons on the present shift, in order of seniority.
  - 3. If no such person volunteers to fill this vacancy, the opportunity to fill such vacancy shall be offered to all 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.
  - 5. An employee who is stuck with mandatory overtime pursuant to sub-Paragraph (4) of this Article 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 of 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. With regard to the splitting of a shift, the departing employee cannot leave his/her assignment until his/her replacement arrives and is briefed by the employee on all necessary and pertinent information regarding the assignment.

- D. Any employee called in to work shall receive a minimum of two (2) hours pay, regardless of time worked, up to two (2) hours. After two (2) hours, each employee shall be paid for actual overtime worked according to Paragraphs A and B of this Article.
- E. Employees who are required to be on call for specific days shall receive an allowance equivalent to one (1) hour straight time pay per on-call day at the employees' existing base rate.
- F. Notwithstanding anything herein to the contrary, an officer who works the 3:00 p.m. to 11:00 p.m. shift and who has a vacation day, personal leave day, or holiday on the next day shall not be required to work beyond the end of their shift. However, in no event shall an officer be permitted to leave his/her post if he/she is the only available officer to fill the position.

### ARTICLE XIII - SENIORITY

- A. Superior Officers shall have rank seniority based on the employees' total length of service with the Employer in the employees' rank from the date of promotion. It is agreed, however, that in the application of rank seniority a provisional employee shall not have greater seniority than a certified employee. In the application of this provision, the most senior provisional employee shall be next in rank seniority below the least senior certified employee. Further, as between certified Superior Officers, the date of certification shall have priority over the date of promotion for purposes of the seniority order. A certified Superior Officer who has a certification date earlier than another certified Superior Officer shall be ranked higher in seniority notwithstanding that the second Officer may have an earlier date of promotion.
- B.
  - 1. If a question arises concerning two (2) or more employees of the same rank who were certified on the same date the following shall apply for purposes of breaking ties: For employees certified on the same date, preference shall be given to that officer with the greatest years of service, both provisional and certified, in that rank. If a tie still exists, then preference shall be given to that officer with the greatest years of permanent service in the next lowest rank.
  - 2. If a question arises concerning two (2) or more provisional employees of the same rank who were promoted on the same date, the following shall apply for the purposes of breaking ties:
    - a. Preference shall be given to that officer with the greatest years of permanent service in the next lowest rank and;

- b. If a tie still exists, preference shall be given to that officer with the greatest years of service, both provisional and permanent, in the next lower rank.
- 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. Assignments that are being bid upon will be posted at the County's various correctional facilities for a minimum of seven (7) working days. The bid sheet will state facility, shift and days off and any special requirements for the assignment.
- E. Except where New Jersey Department of Personnel statutes require otherwise, promotion, demotion, layoff, recall and vacation schedules shall be based on seniority with the employee with the greatest amount of seniority given preference.

#### **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 2002, 2003 and 2004. 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 receipt to the Jail Administrator or his 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 employees' 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 if such housing is not provided. Payment shall be in accordance with this Article.

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

- A. 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 an recommendation to the Board by the Jail Administrator.
- B. If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent of "C" or better. In addition, the employee must agree to remain n 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.
  - 1. The amount of the supplemental compensation payment shall be computed at the rate of one half (½) of the eligible employees' 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/her employment prior to the effective date of his/her 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/her 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 is 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.

1. Prior to being eligible for this benefit, all retirees who are sixty-five (65) years or older must be carriers of Medicare A & B.
2. 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 A.M.	to	3:30 P.M.
3:00 P.M.	to	11:30 P.M.
11:00 P.M.	to	7:30 A.M.
- E. If employees are needed in any emergency to work a shift other than their permanently assigned shift, such temporary transfers shall be based on inverse seniority.
- F. All newly promoted employees may be assigned to on-the-job training (OJT) for two (2) weeks per shift. Such OJT may be lessened at the discretion of the Jail Administrator. After completion of OJT, the officer will be placed on a regular schedule with regular days off in accordance with Paragraph C of this Article.
- G. 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 reports for duty from one (1) to thirty (30) minutes late with prior notification shall not be denied the opportunity to work.

- I. When circumstances warrant, and upon proper notification, the shift commander (Lieutenant or above) or the on-call administrator may waive the above-mentioned thirty (30) minutes.
- J. 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.

#### **ARTICLE XVIII - TRAINING**

- A. 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 and the Police Training Commission. Classes shall cover topics that deal with State and Local Rules and Regulations, health and safety, Police Training Commission or other training determined by the State as necessary.
- B. 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. If any officer fails to qualify, such officer will be given remedial training and another additional one hundred eighty (180) rounds of ammunition, sixty (60) of which will be factory load, to use for qualification. The Employer also agrees to supply one hundred 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, all expended casings must be returned to the Employer or his appointed representative.

#### **ARTICLE XIX - DISCIPLINARY PROCEDURES**

- A. Time limits within which charges must be brought:
  - 1. Superior Officers shall not be disciplined unless a complaint alleging a chargeable offense is filed no later than the forty-fifth (45<sup>th</sup>) day on which the County obtains sufficient information to file the matter upon which the complaint is based. The County is under no obligation to notify the Officer that he/she is the target of an investigation, except as provided by Article XXIII, Paragraph F, Section 1. However, in accordance with Article XXIII, Paragraph F, Section 3, the County shall notify the Officer and the Union at the close of the investigation that the officer was the target of an investigation and that no cause for charges was found.
  - 2. The County shall be required to bring charges within ten (10) business days of the completion of any investigation.

3. The time limits set forth herein shall be adhered to strictly.
- 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).
  3. An officer who is scheduled for a Loudermill 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 the allegations against him and shall be given copies of all documents, reports, and statements available to the employer.
- C. The notice of the hearing shall include specific charges against the employee and specifications outlining the basis for the charges.
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 be unreasonably denied.
- D. Whenever an employee is summoned for a disciplinary hearing, the Association shall also be notified so that the employee may be properly represented, if he/she so chooses.
- E. 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 upon issuance of discipline or upon issuance of discipline or upon the rendering of a hearing determination.

- F. Major disciplinary actions as defined in accordance with N.J.A.C. 4A:2-2.2 are not subject to the grievance procedure. 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.
- G. The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employees' 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.

**ARTICLE XX - GRIEVANCE AND ARBITRATION PROCEDURES**

A. **Definitions:**

**"Grievance"** is:

1. A claimed breach, misinterpretation or improper application of the terms of this Agreement, or
2. A complaint with respect to 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 only.
3. "Working day" is defined as: Monday through Friday, excluding holidays.

B. **Procedures:**

All members of the Association unit must orally present and discuss his/her complaint with his/her Captain 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 Chairman of the Association, who shall have five (5) additional working days within which to approve the filing and submit the same to the Jail Administrator. Such grievance should include date of alleged grievable occurrence, the nature of the grievance, pertinent contract articles allegedly



violated and remedy sought. Failure to appear for a scheduled grievance without prior notification and reasonable cause shall constitute a bar to the grievance except where failure to give notice is reasonably excusable under the circumstances. Notwithstanding anything herein to the contrary, the failure by an employee to give prior notice or to appear shall not bar the union from proceeding in a matter involving contract interpretation; however, the individual grievant shall not be entitled to retroactive remedy. The Jail Administrator or his 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 and previous decision, shall be served upon the employee and Association and the Clerk/Administrator of the Board of Chosen Freeholders.

**STEP 2.**

Upon receipt of an adverse determination by the Jail Administrator, the grievant shall have a period of five (5) working days to appeal such determination to the Clerk/ Administrator of the Board of Chosen Freeholders or designee who shall conduct a grievance meeting, hear and determine the grievance within fifteen (15) working days after receiving it. The Clerk/Administrator 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 Association.

**STEP 3.**

Upon receipt of an adverse decision from the Clerk/Administrator, PBA 249 Superior Officers shall have thirty (30) working days to submit such determination to arbitration. Such request for arbitration shall be submitted to the New Jersey Public Employment Relations Commission for selection of an arbitrator.

- C. The parties further agree that they will submit to and be bound by compulsory arbitration, as a last step in the grievance procedure, with the cost thereof to be borne equally by the Employer and Association.
- D. At all steps in the grievance procedure, the grievant shall have the right to be represented by Counsel and a representative of the Association.
- E. Extensions of time limits may be obtained only by the written consent of the Association and person designated to hear and determine the grievance. The failure to adhere to the time limits herein unless extended shall automatically move the grievance to the next step.
- F. The employee and Association shall receive in writing three (3) days notice of time, date and location of hearing at all steps excluding Saturday, Sunday and holidays unless all

parties agree to a shorter time.

- 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 XXI - 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 Order. Additionally, one (1) copy of the applicable post orders shall be available for review by employees and kept on record at each respective control room. A consolidated copy of all post orders for every post in the Jail shall be available for review by employees and kept on record in the Operations Office.
- B. Work rules shall be updated by the Employer as necessary. Copies of any changes shall be distributed to each employee, posted on the bulletin boards and provided 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 work rules shall contain a description of the various post duties for each facility and each shift. Work rules shall outline the responsibilities of the officer assigned to a particular post as well as a definition of a supervisor's location duties.
- D. Urinalysis/psychological:
  - 1. New Hires: It is in the management's sole discretion to complete a pre-employment screening for each new superior officer to include urinalysis, written psychological tests, oral psychological interview and evaluation.
    - a. 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 superior officer may appeal such decision according to N.J.A.C. 4A:4-6.5.

- b. 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.

- a. 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.
- b. 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 employees' personal record if the employees' sample produces a negative result on the confirmation test.
- c. 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 carriers' or

employees' expense. Should such an employee test positive in a subsequent confirmation test, he shall be terminated.

- d. The results of any urinalysis testing shall remain confidential.
- e. 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:
  - i. The employee has expressly granted permission for the release; or
  - ii. 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 hearing, or federal or state investigation or as part of the Employer's material grievance investigation of an employees' complaint.
  - iii. However, a rejection of a candidate or a presently employed superior 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 superior 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.

- a. 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 regulations 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.
- b. 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 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.

- c. 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 carriers' or employees' expense. Should such an employee test positive in a subsequent confirmation test, he shall be terminated.
- d. 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:
  - i. The employee has expressly granted permission for the release; or
  - ii. 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.
  - iii. However, a rejection of a candidate or a presently employed superior officer based upon a positive confirmation test will preclude the respective candidate/employee from employment elsewhere in the County.

#### 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 its 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 his 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 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. Departmental Investigations:

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

1. The interrogation of a member of the department shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Employer or designee. Usually it will be at the Employer's office or in the location where the incident occurred.
3. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he should so be informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.
5. No member of the department interviewed in the capacity of a witness or the subject of an investigation shall be subject to profanity or vulgar language during the course of an interview or interrogation.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the department, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.
7. In cases other than departmental investigations, if an officer is under arrest or if he is a target of a criminal investigation, he shall be given his rights pursuant to current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.
9. Under no circumstances shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement, unless repealed by statute in case of polygraphs or approved for administrative investigations by the New Jersey Attorney General for voice print examinations.

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

- A. Whenever any representative of the Association or any employee is mutually scheduled by the 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 Committee Chairman and/or basic representation of the membership.
- B. The Association will be allowed use of the inter-office mail system. A mail box shall be provided at both facilities. The Employer shall provide the Association at all facilities a locked bulletin board. The Association shall have use of the same bulletin board provided to PBA Local No. 249 Correction Officers. The Association shall be entitled to said locked bulletin boards for appropriate Association activities without the approval of the Employer.
- 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. Either the Chairman, Treasurer or Recording Secretary, if on duty, shall be given time off for the purpose of attending the regularly monthly meetings of the Association. He shall suffer no loss of time or pay. He shall, in writing, give the Employer one (1) week notice of said meetings.
- E. In each year of the contract, the designated union representative shall be granted a total, in the aggregate, of eight (8) paid and ten (10) unpaid days of excused absence to conduct union business away from the workplace. Designated representatives may also use accrued vacation and holidays on the books for PBA business, subject to approval of the Jail Administrator.
- F. Contract caucus days shall be treated as mutually scheduled negotiation days and shall not be counted as union days as outlined in the paragraph above.

#### **ARTICLE XXV - STRIKES**

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



**ARTICLE XXVI - ASSOCIATION REPRESENTATIVES**

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

**ARTICLE XXVII - VISITATION OF PREMISES**

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

**ARTICLE XXVIII - ASSOCIATION DUES**

The Employer agrees to deduct monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly Association dues. Dues shall be per month or such amount as may be certified by PBA No. 249 Superior Officers Committee to the Employer at least thirty (30) days prior to the month in which the deduction of Association dues is to be made. Deduction of Association dues made pursuant hereto shall be remitted by the Employer to the properly designated Association representative entitled to receive the same, by the tenth (10<sup>th</sup>) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the PBA Local No. 249 Superior Officers Committee Chairman.

**ARTICLE XXIX - AGENCY SHOP**

- A. Any employee who is not a member of the Association shall be required to pay to the Association, commencing with the thirtieth (30<sup>th</sup>) day after his initial employment or the tenth (10<sup>th</sup>) day after entry into employment within the bargaining unit herein, a 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 this 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, or 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**

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

#### **ARTICLE XXXII - LEAVE OF ABSENCE**

- A. A permanent employee who holds a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to the service, or who for any reason considered good by the appointing authority and the Board desires to secure leave from his regular duties may, with the approval of the appointing authority, be granted a six (6) month leave of absence and the Board may extend such leave for an additional period not exceeding six (6) months. Any employee requesting special leave

without pay shall submit his request in writing stating the reason why, in his opinion, the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty.

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

#### **ARTICLE XXXIII - MILITARY LEAVE**

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

#### **ARTICLE XXXIV - JURY DUTY**

- A. If an employee is called to serve on a jury, the service time will not be deducted from any leave, and he will receive full pay if his jury check is turned over to the Employer. Once an employee is notified of his call to serve, he shall immediately notify the Jail Administrator.
- B. If an employee is required to attend a Municipal, County, or Superior Court, Grand Jury or other court, he shall suffer no loss of time and pay.
- C. The benefits as outlined in Paragraph B of this Article 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 employees' appeal of a discipline imposed by the County. If the President or designee of the Association is requested to be present in his capacity as the representative of the Association at a Department of Personnel and/or Office of Administrative Law hearing as set forth during his scheduled work hours, he shall be paid straight time. If the hearing continues beyond his scheduled work shift, said representative shall be present on his own time.

#### **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 sex. Said usage is not intended to be discriminatory or sexually based.

#### **ARTICLE XXXVII - TERM OF AGREEMENT**

- A. This Agreement shall be effective as of January 1, 2002 and shall remain in full force and effect through December 31, 2004. This Agreement shall be automatically renewed thereafter, unless notice is given in writing at least one hundred 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.
- B. 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 any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof, specifically invalidated by the Court's decision. In the event any portion of this Agreement is declared invalid or unenforceable as a matter of Law, the parties shall re-negotiate the terms consistent with the Law.

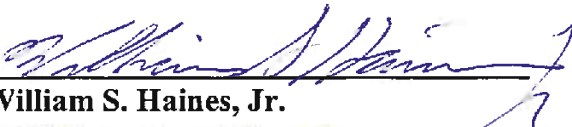
#### **ARTICLE XXXIX - COMPLETE AGREEMENT**

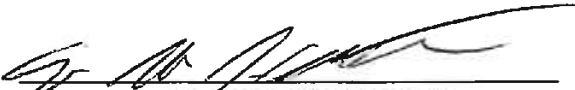
The Employer and the Representative acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their Director, Chairman, respectively, attested to by their Clerk and representative respectively, and their seals to be hereto affixed this 27<sup>th</sup> day of May, 2003.


**BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON**

**PBA LOCAL NO. 249  
SUPERIOR OFFICERS COMMITTEE**

  
\_\_\_\_\_  
William S. Haines, Jr.  
Freeholder Director

  
\_\_\_\_\_  
Sergeant William J. McDonnell  
President

  
\_\_\_\_\_  
Frederick F. Galdo  
Clerk/Administrator

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Committee Member