

AGREEMENT

Between

**BOARD OF CHOSEN FREEHOLDERS
THE COUNTY OF WARREN**

and

THE OFFICE OF THE SHERIFF OF WARREN COUNTY

and

FOP LODGE 171 CORRECTION OFFICERS

January 1, 2014 through December 31, 2016

Table of Contents

Preamble.....	2
Article One - Recognition and Scope.....	3
Article Two - Existing Law.....	4
Article Three - Payroll Deductions for Association Dues.....	5
Article Four - Association Representatives, Rights And Activity.....	6
Article Five - Management Rights and Responsibilities.....	8
Article Five A.....	9
Article Six - Grievance Procedure.....	10
Article Seven - Salaries, Shift Differential, Promotions & Demotions.....	15
Article Eight - Overtime.....	17
Article Nine - Vacations.....	19
Article Ten - Holidays.....	22
Article Eleven - Leaves of Absence.....	24
Article Twelve - Longevity.....	30
Article Thirteen - Medical Benefits.....	31
Article Fourteen - Strikes.....	33
Article Fifteen - Transportation Allowance.....	34
Article Sixteen -Liability Claims And Indemnification.....	35
Article Seventeen - Employer Automobile Insurance.....	36
Article Eighteen - Severance Pay.....	37
Article Nineteen - Retirement.....	38
Article Twenty - Temporary Disability Insurance Plan.....	39
Article Twenty One - Uniform And Maintenance Allowance.....	40
Article Twenty-Two - Miscellaneous Provisions.....	41
Article Twenty-Three - Work Hours.....	43
Article Twenty-Four - Non-Discrimination.....	45
Article Twenty-Five - Employment Agreement.....	46
Article Twenty-Six - Duration.....	47
Appendix A - Employment Agreement.....	48

PREAMBLE

This Agreement made and entered into as of this 9th day of JULY, 2014 by and between the Board of Chosen Freeholders of the County of Warren, a body politic and corporate of the State of New Jersey, hereinafter sometimes referred to as the County, the Office of the Sheriff of Warren County, hereinafter referred to as the Sheriff and FOP Lodge 171 (Correction Officers), hereinafter sometimes referred to as the Association, is the final and complete understanding between the parties on all negotiable issues. Throughout this Agreement, references to the Sheriff shall be meant to include the Board of Chosen Freeholders as a responsible party. Additionally, throughout this Agreement, references to the Sheriff shall be meant to include his designee, said designees to include the Undersheriff, the Warden and the Deputy Warden.

ARTICLE ONE

RECOGNITION AND SCOPE

Section 1

The Sheriff hereby recognizes the Association as the sole and exclusive representative of all full-time Correction Officers employed by the Sheriff excluding correction officer sergeants, correction lieutenants, corrections captains, managerial executives, casual employees, non-law enforcement personnel, confidential employees, and all other employees of the Sheriff for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., as amended, in all matters pertaining to wages, hours of work, and other terms and conditions of employment to the extent deemed mandatorily negotiable under said Act.

Section 2

Unless otherwise indicated, the terms employee or employees when used by this Agreement refer to all persons represented by the Association in the above-defined negotiating unit.

Section 3

All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

Article Two

EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of the State or Federal Laws or New Jersey Civil Service Commission Administrative Regulations. Disputes arising exclusively under such laws or regulations shall not be grievable under Article Six of this Agreement.

Article Three

PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

Section 1

Upon request, the Sheriff agrees to deduct from the salaries of those of its employees who authorize it, membership dues from the Association. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with the law, and monies collected together with a listing of the employee, shall be transmitted to the treasurer of the Association by the fifteenth (15th) day of each month following collection.

Section 2

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Sheriff a certified copy of the Resolution indicating dues change(s) and the effective date of such change(s).

Section 3

The Association will provide the necessary dues deduction forms and will secure the signatures of its members on the forms, and deliver the signed forms to the Sheriff or his designee. The Association shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Sheriff in reliance upon salary deduction authorization cards submitted by the Association.

Article Four

ASSOCIATION REPRESENTATIVES, RIGHTS AND ACTIVITY

Section 1: Association Representatives

The Association shall have the right to designate such members of the Association as it deems reasonably necessary as Association representatives, who shall not be discriminated against due to their legitimate Association activities.

Section 2: Association Rights

A. Access to Premises

1. (a) Upon twenty-four (24) hours advance notice to the Sheriff the Association President or Vice President shall be admitted to the premises of the County for the purpose of conducting legitimate Association business, provided this does not interfere with or interrupt normal operations of the employer's facility. Admittance to the Warren County Correctional Center shall not be afforded to said Association representatives during meal periods and lock up periods.

(b) Said representatives shall have the opportunity to consult with employees in the negotiations unit. The Sheriff shall designate appropriate places for said consultations. Such consultations maybe held provided they do not interfere with or interrupt the orderly flow of work and normal operations of the employer's facility.

(c) The employer's permission, which shall not be unreasonably denied, must be obtained in advance of admission to the premises and/or consultation with employees, as set forth in subsections (a) and (b) above. Reasons for denial shall be stated in writing, in the absence of which, permission is deemed granted.

Section 3: Association Activity

A. The Sheriff agrees that during working hours and without loss of pay the number of designated Association representatives set forth below shall be permitted to engage in the activities specified, provided prior approval is granted by the Sheriff or his designee and provided participation in such activities does not interfere with or interrupt the normal operations of the employer's facility:

1. Two (2) Association representatives, namely the Association President and Vice President, shall be permitted to represent an employee at a grievance meeting. The aggrieved employee will also be permitted to attend the meeting without loss of pay. In his discretion, the Sheriff may permit other employees to attend a grievance meeting without loss of pay. Failure of the Sheriff to excuse from duty more than the said two Association representatives and the employee shall not be grievable.

2. Up to two (2) Association representatives who are on duty on the same shift shall be permitted to attend negotiations meetings with the Sheriff's representatives without loss of pay. Up to two (2) additional employees who are off duty may attend negotiations meetings provided they are authorized to do so by the Association. It is expressly understood that the total number of employees permitted to attend negotiations meetings shall not exceed two (2) employees from the same shift. As an exception to the foregoing, additional employees may attend if such attendance is approved in advance by the Sheriff.

Section 4: Leave for Association Activity

A. The Sheriff agrees to provide Association representatives one (1) paid day leave every other month to attend trustees' meetings, up to seven (7) paid days leave per calendar year to attend the Association's annual conference, and up to three (3) paid days leave per calendar year to attend the Association's annual mini-conference. A total of no more than sixteen (16) paid days shall be taken in any one calendar year under the terms of this Section. This leave is to be used exclusively for the purpose stated. Notification of the need to use such leave shall be given to the Sheriff in writing at least fourteen (14) days in advance by the Association. The Association agrees to make its best efforts to avoid creating an overtime situation in selecting attendees. The Sheriff agrees to cooperate in work scheduling to accommodate the foregoing.

Article Five

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1

In order to effectively administer the affairs of the County Government and to properly serve the public, the Sheriff hereby reserves and retains, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the County;
2. To direct it's working forces and operations;
3. To hire, promote, assign or reassign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action against employees consistent with Civil Service law;
5. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of the Sheriff's Office.

Section 2

The Sheriff's use and enjoyment of powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and of the United States.

Section 3

The Sheriff shall furnish the Association with a copy of any change in the Rules and Regulations at least thirty (30) days prior to the effective date thereof. The Sheriff shall notify the Association of the proposed changes in terms and conditions of employment contained in said rules and regulations and discussions shall commence thereon, within 30 days of such notice. With regard to new or revised Rules and Regulations dealing with non-negotiable matters, the Sheriff shall provide the Association with a copy on or before the effective date of the new or revised Rule or Regulation.

Section 4

It is agreed and understood that the Sheriff's exercise of management rights and responsibilities, including those matters expressly stated in this Agreement to be within the Sheriff's discretion, shall not be grievable.

Article Five A

A. A Committee consisting of the Sheriff and Union Representatives may meet for the purposes of reviewing the administration of the Agreement and to discuss problems which may arise therefrom. For the purpose of this Agreement, these meetings, which shall not exceed four (4) per year except upon mutual consent, are not intended to bypass the grievance procedure nor to be considered collective negotiation meetings, but rather are intended as a means of fostering good and sound employment relations through communications between the parties.

B. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

C. A maximum of two (2) representatives of the union may attend such meeting and if held during regular work hours, they shall be granted time to attend without loss of pay.

Article Six

GRIEVANCE PROCEDURE

Section 1: Definition

A. Grievance: A grievance is an alleged violation of terms and conditions of employment as set forth in this Agreement or any dispute with regarding to the Agreement's meaning or application. (This is also referred to as a contractual grievance.) A grievance as defined herein shall also include a dispute concerning the meaning, interpretation or application of personnel policies or administrative decisions affecting the welfare of an employee covered under this Agreement. Such latter grievance, which is known as a non-contractual grievance, may only be processed to Step 3 below. The term grievance (including contractual and non-contractual) and the grievance procedure set forth herein shall not apply:

1. To matters which involve the interpretation or application of a Civil Service Rule or Regulation or N.J.S.A. Titles 11 and 11A (Civil Service), and in which the method of review is prescribed by law, rule or regulations;
2. To matters which involve the interpretation or application of any other State or Federal statutes or rule or regulation of any Federal or State agency and in which a method of review is prescribed by law, rule or regulation;
3. To matters where the Sheriff is without authority to act;
4. To those matters which the Association raised or could have raised during the negotiations that led to this Agreement;
5. To those matters excluded from the grievance procedure by other provisions of this Agreement.

B. Immediate Superior: An employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

Section 2: Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems affecting employees arising under this Agreement.

The parties agree that disputes shall be resolved at the lowest possible administrative level. Thus the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

Section 3: Steps of the Grievance Procedure

Step 1: An aggrieved employee must file his grievance in writing with his shift commander within ten (10) calendar days of the occurrence of the matter complained of or within ten (10) calendar days after he would have reasonably been expected to know of its occurrence. In order for a written grievance to be timely and effective, the written grievance must set forth a statement of the factual and legal contentions upon which the grievant relies, and statement of the contract violation(s) alleged (if any), a statement of the results of prior discussions thereon, and a statement explaining why the grievant is dissatisfied with such results. The grievant shall be prohibited from subsequently expanding the matters contained in the written grievance, except for additional matters that occurred subsequent to the date the written grievance was filed.

If the grievance is not resolved satisfactorily or if no written decision is made within five (5) working days by the shift commander, the employee may present his grievance to the Deputy Warden, setting forth the reasons for his dissatisfaction *with* his shift commander's decision.

Step 2: In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time provided, the aggrieved employee may present his grievance to the Deputy Warden within five (5) calendar days thereafter. Upon receipt of the grievance, the Deputy Warden shall investigate the grievance and shall render a written decision thereon within ten (10) calendar days.

Step 3: In the event there is not a satisfactory resolution of the grievance at Step 2 or an answer given within the time provided, the grieved employee may present his grievance to the Warden within five (5) calendar days thereafter. To be timely and effective, the written grievance must set forth a statement of the factual and legal contentions upon which the grievant relies, a statement of the contract violation(s) alleged (if any), a statement of the results of prior discussions thereon, and a statement explaining why the grievant is dissatisfied with such results. The grievant shall be prohibited from subsequently expanding the matters contained in the written grievance, except for additional matters that occurred subsequent to the date the written grievance was filed. Upon receipt of the grievance, the Warden shall investigate the grievance and shall render a decision thereon within ten (10) calendar days. Grievances involving the meaning, interpretation or application of personnel policies and/or administrative decisions shall be finally decided at this Step by the Warden or his designee. Only contractual matters may be appealed to Step 4 or higher.

Step 4: In the event there is not a satisfactory resolution of a contractual grievance at Step 3

or a decision rendered by the Warden or his designee within the time allowed, the employee may appeal to the Sheriff or his designated representative within ten (10) work days thereafter. The Sheriff or his designee shall have ten (10) days from receipt of the grievance within which to render a decision.

Step 5: If the grievance is not settled through Step 4, then either the Association or the Sheriff may move an arbitrable grievance to arbitration by notifying the Public Employment Relations Commission. The request for arbitration shall be made within fourteen (14) calendar days after decision is rendered at Step 4. Request for arbitration shall be made upon written notice to the opposing party.

An arbitrator shall be selected in accordance with the Rules and Regulations of the agency where the arbitration has been filed, and shall be appointed to hear the grievance and render his award in writing. The award shall set forth the facts and the arbitrator's reasons for reaching his result, and shall be final and binding on both parties, subject to applicable review procedures under Title 2A. The cost of the arbitrator's fee shall be paid by the losing party as well as all other costs reasonably related to the arbitration including the prevailing party's attorneys fees. The arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue his decision within thirty (30) calendar days after the close of the hearing unless the time for rendering the award is extended upon the consent of the parties. The arbitrator shall only consider a dispute which comes within this Article (i.e., a contractual grievance as defined above) and shall interpret this Agreement as written and shall have no authority to alter, amend, or add to or delete from the terms of this Agreement.

If the Sheriff fails to meet on any grievance and/or answer any grievance within the prescribed time limits as herein above specified, the grievance may be processed to the next step of the grievance procedure if it is otherwise allowed by this Article.

Section 4: Representation

In the presentation of a grievance, an employee shall have the right to present his grievance or to designate a representative to appear with him at any step in his grievance. An employee is entitled to be represented by an attorney of his own choosing at Steps 4 and 5.

Section 5: Exclusivity and Timeliness

This grievance procedure shall constitute the exclusive method for raising disputes covered by the terms of this Article Six. The failure to file or process a grievance in accordance with the time lines herein shall constitute an abandonment of the dispute. Nothing herein shall prevent the parties

from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

Section 6: Discipline

A. The parties agree that all disciplinary actions shall be appealed through this Section 6 and shall be in accordance with the New Jersey Civil Service Commission Rules, as applicable to employees in Local Service.

B. Employees as defined in N.J.A.C. 4A:2-2.1 shall be subject to major discipline as defined in N.J.A.C. 4A:2-2.2 and minor discipline as defined in N.J.A.C. 4A:2-3.1(a) for the general causes set forth in N.J.A.C. 4A:2-2.3.

C. A provisional or temporary employee may be disciplined at any time at the discretion of the Sheriff. A provisional or temporary employee who has been disciplined shall have no right of appeal or to a disciplinary hearing unless as otherwise provided by law or by the terms of this Agreement, provided, however, that a provisional employee employed continuously for six (6) months or more may have a hearing with the Sheriff or his designee as provided below, with no right of appeal beyond that.

D. If an employee is entitled to a hearing under this Section 6, the hearing shall be conducted by the Sheriff or his designee, and pursuant to such rules or procedures which the Sheriff shall deem appropriate or as required by the New Jersey Civil Service Commission Rules and Regulations.

E. Employees shall be provided with the appropriate Civil Service Commission disciplinary notice. Any employee appealing such action within ten (10) days of receipt of the notice shall be granted a disciplinary hearing. If the employee is not satisfied with the decision of the Sheriff or his designated hearing officer, the employee may appeal as permitted by law to the New Jersey Civil Service Commission for a hearing before an Administrative Law Judge. Appeals from minor disciplinary decisions may be submitted to final and binding arbitration (pursuant to the procedures set forth in Step 5 of the above Grievance Procedure) to the extent permitted by law.

F. The Sheriff's designated hearing officer, if any, in such disciplinary hearings shall be chosen with a view to his objectivity and in no case shall the said hearing officer be the person who brought or prepared the charges against the employee.

G. At any disciplinary hearing, the employee may be represented by any union representative or attorney of his choice.

H. The employee's representative will be provided, upon request, at least three (3) days

prior to the hearing, with all written documents and statements which will be used against the employee at the hearing, as well as a list of witnesses that will be called by the Sheriff. At least three (3) days prior to the hearing, the employee's representative shall provide to the Sheriff or his representative copies of all documents and written statements the employee intends to rely upon at the hearing and names and addresses of all witnesses.

I. All such hearings shall follow the following format:

1. Reading of charges and specifications
2. Presentation of case by the Sheriff
3. Presentation of case by the appellant
4. Rebuttal by Sheriff and appellant, if necessary
5. Summation of case by appellant
6. Summation of case by Sheriff

J. Direct and cross-examination of witnesses shall be allowed. Either party may request that witnesses be sequestered. The Sheriff or his designated Hearing Officer, if any, may determine that witnesses be sequestered without a request from either party.

K. Whenever written eyewitness accounts of incidents are used as evidence the person who signed such document shall be available for cross-examination or the documents cannot be used at that hearing.

L. The Sheriff or his designated hearing officer shall render his decision within twenty (20) days of the close of the hearing. Said decision shall include discussion of testimony or evidence, specific findings of fact and conclusions based on findings of fact and applicable laws and rules and regulations.

Article Seven

SALARIES, SHIFT DIFFERENTIAL, PROMOTIONS & DEMOTIONS

2014-2016 SALARY SCHEDULE

STEP	2013	Effective 12/31/14	Effective 12/31/15	Effective 12/31/16
1	38,000	39,087	39,087	39,087
2	41,080	42,167	42,167	42,167
3	43,332	44,419	44,419	44,419
4	45,246	46,333	46,333	46,333
5	48,960	50,047	50,047	50,047
6	53,237	54,324	54,324	54,324
7	55,600	56,687	56,687	56,687
8	58,301	59,388	59,388	59,388
9	65,675	66,762	66,762	66,762
10	73,049	77,326	78,872	80,450

Note that effective December 31, 2014 the salary amounts include those payments formerly made as Longevity (Article 12) and/or Uniform and Maintenance Allowance (Article 21).

Section 1

- a) Effective January 1, 2014 all employees currently on the salary step guide shall remain on their current step until December 31, 2015.
- b) Effective December 31, 2015 all employees on the salary step guide shall advance one step on the salary guide.
- c) Effective December 31, 2016 all employees on the salary step guide shall advance one step on the salary guide.
- d) Any step movement on January 1, 2017 and thereafter will only occur if negotiated between the parties.
- e) Employees on the top of the step guide (step 10) in 2014 shall receive a 2% increase to their salary on December 31, 2014, which amount shall then be incorporated into the salary guide. Longevity and uniform maintenance allowance roll into base salary will occur before application of the 2%.

- f) Employees on the top of the step guide (step 10) in 2015 shall receive a 2% increase to their salary on December 31, 2015, which amount shall then be incorporated into the salary guide.
- g) Employees on the top of the step guide (step 10) in 2016 shall receive a 2% increase to their salary on December 31, 2016, which amount shall then be incorporated into the salary guide.

Section 2

Effective upon execution of this Agreement the shift differential for the Evening (or Second) shift shall be \$.50 (50 cents) per hour, and the shift differential for the Night (or Third) Shift shall be \$.75 (75 cents) per hour.

Section 3

Effective upon execution of this Agreement the weekend differential shall be continued for all employees, that is, \$.85 (85 cents) per hour for each hour worked on a weekend. This differential shall be paid in addition to any applicable evening or night differential. For purposes of this Section a weekend is defined as the period from 12:00 a.m. on Saturday through and including 11:59 p.m. on the following Sunday.

Section 4

Employees shall be paid at time and one-half (1.5) their straight time hourly rate for a fifteen (15) minute overlap per shift per day.

Section 5

Demotions- Upon demotion, the employee shall receive the salary he would have received had he occupied the demotion position continuously from the date he commenced occupying the position from which he was demoted. In other words, the employee's salary history is reconstructed as if the employee had occupied the demoted position continuously since that starting point. The foregoing represents a method of computation, and does not cause reduction, repayment, or reimbursement of salary paid prior to any demotion.

Section 6

The County's biweekly payroll system shall be continued.

Section 7

At the time of separation from service any advanced sick, vacation or personal time shall be paid back out of the employee's final pay check.

Article Eight

OVERTIME

Section 1

All employees in full-time positions shall be paid time and one-half prorated on their current salary for such time as they are requested to work in excess of their normal workweek. It shall be the policy of the Sheriff that no overtime shall be allowed for work which could be accomplished during the normal working hours; therefore, accompanying the vouchers submitted for overtime pay must be a statement submitted by the Sheriff or his designee certifying to the necessity and reason for overtime. Overtime shall be paid in cash and shall not be given as compensatory time.

Section 2

Employees working on a holiday shall receive a holiday premium of two (2) times their normal hourly rate of pay for each hour worked on a holiday. In addition, the employee shall be entitled to one (1) compensatory day off from work at a later date for each holiday worked.

Section 3

Employees working overtime on a shift where they receive shift differential shall be paid said shift differential in addition to their overtime pay for the hours worked.

Section 4

Made effective September 23, 2013

A **STORM DAY OR EMERGENCY** requiring the closure of County offices shall mean only an official declaration of same made by the Board of Chosen Freeholders or the County Administrator and shall not include those declared by the State of New Jersey or those promulgated by the Warren County Department of Public Safety, Office of Emergency Management. For purposes of this Agreement, a **STORM DAY OR EMERGENCY** declared by the Board of Chosen Freeholders or County Administrator shall be memorialized by memorandum to be filed with and retained by the Finance Department, Payroll and shall include starting and ending dates and times of the closure of County offices.

Nonessential Employees

Should an employee report for work and subsequently the Employer decide to officially close the Employer's offices for any reason, such employees that report to work shall be credited for the day's work.

Should the Employer for any reason officially close the Employer's offices before the start of the workday, all employees scheduled to work that day will be credited with a day's work.

Essential Employees

Essential employees shall be paid double time for each hour worked by them during a **STORMDAY OR EMERGENCY** when officially declared by the Board of Chosen Freeholders or County Administrator. The double time shall be earned for all hours worked during the entire period of an officially declared **STORM DAY OR EMERGENCY**.

In the event an essential employee cannot report for work because of storm conditions or emergency conditions, the time lost from work will be charged against accumulated vacation or personal leave time. In the event that no such leave time is available, the time lost from work will be charged as time off without pay. If an essential employee is unable to report to work, the employee must report this absence no less than one and one-half (1½) hours before the starting time of their shift or the start of their normal workday.

Determinations as to which employees are essential and which are non-essential may vary given the circumstances of each event leading to the issuance of an official declaration of a **STORM DAY OR EMERGENCY**. Department/Division Heads are given authority to determine classification of essential and non-essential employees. At minimum, essential employees shall always include those necessary to maintain statutory or code-mandated minimum staffing levels at Warren County's 24 hour institutions/operations.

Non-Essential and Essential Employees with Previously Approved Leave of Absence

During any officially declared **STORMDAY OR EMERGENCY**, employees absent from work for a previously approved leave of absence, paid or unpaid, shall remain in such status. These may include vacation leave, personal leave, sick leave, workers compensation leave, FMLA/FLA leave, disciplinary leave. In the event that an essential employee with a previously approved leave of absence is available to report for work, is called out by their Department/Division Head and does report for work, such employee shall be paid as described in this Agreement and the previously approved leave time shall be credited to the employee's leave time balances.

Article Nine

VACATIONS

Section 1

All permanent or provisional full-time employees covered by this agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation Leave as provided herein.

1. One working day of vacation for each month of employment during the first calendar year of employment.
2. Twelve working days of vacation from one through five years of service.
3. Fifteen working days of vacation from six through twelve years of service.
4. Twenty working days of vacation from thirteen through twenty years of service.
5. Twenty-five working days of vacation at the beginning of the twenty-first year of service.

Section 2

Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established employer policy. Vacation allowances must be taken during the current calendar year at such time as permitted or directed by the department head, unless the department head determined it cannot be taken because of pressure of work. Only one year of earned vacation allowance may be carried forward to the next succeeding year. Where an employee has earned vacation in excess of one year allowance as of October 1, the employee will meet with his supervisor to schedule such vacation time as may not be carried into the succeeding calendar year, so that no accrued vacation time will be lost.

Section 3

Upon separation from the County or upon retirement, an employee shall be entitled to vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Section 4

When a vacation allowance for an employee changes based on his years of service during any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth day of

the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

Section 5

The Sheriff and his delegated representatives shall attempt to schedule work, in so far as possible, to preclude changes in the vacation scheduling.

Section 6

Employees shall submit a request for vacation time of five consecutive workdays or more, with first and second choices. The first choice for the first two weeks requested shall be scheduled where practicable on the basis of seniority within specific job title classifications. No more than four (4) Correction Officers shall be permitted to be absent at any one time provided that staffing level remains at 54 or above. It is understood that the county reserves the right to transfer employees to cover for employees on vacation, and it is further understood that whenever an employee is on National Guard duty the maximum number of employees on vacation shall be reduced to three (3) during military 2 week Annual Training (AT). Vacations of less than five (5) consecutive workdays may be scheduled by mutual agreement between the employee and his supervisor or the Sheriff.

After the vacation selections according to seniority ("seniority picks") have been concluded, additional selections for vacation leave may be submitted for one or more days. These selections will be granted subject to availability of the time according to the master vacation schedule and advance notice to administration of at least 21 days and administrative approval.

Requests for vacation leave made after completion of the seniority picks but not made 21 days in advance may be granted subject to the development of the work schedule for the period in which the vacation leave is desired and the staffing requirements for that period as determined by administration.

The vacation policy as described above is intended as an ongoing method to ensure the maximum ease of access to accumulated vacation leave time for staff. It shall not nor is intended to compromise or infringe upon management rights as described in Article Five of the labor agreement.

Section 7

If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate or legal representative.

Section 8

No vacation days shall be taken for less than a full day, except at the discretion of the Sheriff.

Section 9

Employees shall not be credited with vacation time if they are on an approved leave of absence without pay for period in multiples of one month or major part thereof.

Article Ten

HOLIDAYS

Section 1

The legal paid holidays which are recognized holidays for the purposes of this Agreement are as follows:

New Year's Day
Martin Luther King's Birthday (Observed)
Lincoln's Birthday
Washington's Birthday (Third Monday in February)
Easter Sunday
Memorial Day (Last Monday in May)
Independence Day
Labor Day
Columbus Day (Second Monday in October)
Election Day
Veteran's Day
Thanksgiving Day and the Friday succeeding the same
Christmas Day

Section 2

Holidays shall be celebrated on the days on which they occur for all purposes including the receiving of holiday pay.

Section 3

A. Employees working on legally declared holidays shall be paid holiday pay as defined in Article Eight above. With regard to the scheduling of compensatory days off, the first through the seventh such days off in any calendar year shall be requested by the employee and the compensatory day shall occur before September 15th. Any days not selected to occur before September 15th may be scheduled by the administration. This request may be granted by the Sheriff provided that the requested day off may be scheduled without interference with the proper conduct of the government function involved. Staffing levels must be held to one above minimum for an effected shift and no weekend days may be selected. Any compensatory days off beyond the fourth in any calendar year

shall be scheduled by the Sheriff.

B. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence. An excused absence includes an absence for which a note from a doctor is tendered by an employee, subject to verification by the Sheriff.

C. In order to achieve the Sheriff's needs in terms of minimum manning on holidays, the employees who are permitted to be off will be selected on the basis of a first come, first served. If additional selections are required, such selections shall be based upon the employees having the greatest number of accrued and unused holiday compensatory days off.

D. Requests for use of a holiday will be subject to maintaining the staffing level at least one above the minimum.

E. In the event that low staffing levels or other circumstances make it advantageous to the efficient, effective and secure operation of the facility, the Sheriff or his designee may offer, by December 1 of each calendar year, all affected employees the opportunity to voluntarily relinquish their accrued holiday compensatory days. Such employees may opt to be paid for any unused holiday compensatory days remaining at that time. Said payment will be included in the regular December pay cycle.

The rate of pay for these unused holidays will be the regular rate including applicable shift differential.

Employees may notify the Sheriff of the willingness to take this option, if offered, at any time during the year. If the situation arises in which it proves useful and advantageous to do so, the employee may be given that opportunity.

Section 4

In addition to the aforementioned holidays, the County will have the option to grant a holiday when the President of the United States as Chief Executive of the U.S. declares a holiday by proclamation; or when the Congress of the United States shall pass and declare a holiday to be legal under the laws of the U.S., or when the Governor of the State of New Jersey shall pass and declare a holiday to be legal under the laws of the State of New Jersey. Additionally, if the County elects to close any County office by virtue of a County declared holiday for that office (including weather related closings), and the employees in this unit are required to work on such declared holiday, such employees shall be entitled to equivalent compensatory time off to be scheduled by the employees on such dates as are approved by the Sheriff or his designee.

Article Eleven

LEAVES OF ABSENCE

Section 1: Sick Leave

Sick leave shall accumulate at the rate of one day per month in the first calendar year of service, commencing in the first month or major portion thereof, from the date of hire.

Beginning with the second calendar year of employment, in anticipation of continued employment, employees shall be credited with fifteen (15) sick days as of January 1 of the calendar year. If separation from employment occurs before the end of said year and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave in excess of the number to which he was entitled.

Employees shall not be credited with sick leave days if they are on an approved leave of absence without pay for periods in multiples of one month or major part thereof.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, or illness in immediate family, accident or exposure to contagious disease.

Sick leave may also be utilized for the purpose of prenatal care and/or birth of an employee's child.

Sick Leave Verification

1. At the discretion of the Sheriff, he may at any time require the employee seeking sick leave to submit acceptable medical evidence on county-approved form.

2. If an employee is absent for five consecutive working days, a doctor's certificate may be required upon returning to work.

3. For sick leave totaling more than fifteen days in a calendar year, a doctor's certificate may be required upon returning to work.

4. Up to two weeks sick leave shall be approved to any employee for emergency attendance upon a member of his immediate family (father, mother, spouse, child, foster child, sister, brother, or other near relatives residing in the employee's household) critically ill and requiring the presence of such employee. Additional sick leave may be granted by the Sheriff if special circumstances so require.

5. If all bereavement leave set forth below in Section 6 has been exhausted, then up to two weeks sick leave may be approved because of death in the immediate family as that term is defined in Section 1 (4) above.

6. If the sick leave is not approved by the Sheriff, the time involved during which the employee was absent shall be charged to his vacation credit, if any, otherwise he will suffer loss of pay for such time. The foregoing is only intended to apply to circumstances where submission of medical evidence under subparagraphs 1 through 3 has been required but has not been acceptable to the Sheriff. In other circumstances where an employee has exhausted all paid sick leave, access to vacation credit is not available.

7. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave in Civil Service Commission Rule 4A:6-1.3, shall notify the on-duty supervisor by telephone at least two (2) hours prior to the beginning hour of work for his position. Notification on less than two (2) hours notice may be acceptable only in extremely compelling circumstances that are documented to the Sheriff's satisfaction.

Section 2: Unused Sick Leave -Retirement

A permanent employee who enters retirement (other than deferred retirement) from the Employer's service and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at a rate of one-half 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 such supplemental compensation payment shall exceed \$15,000.00. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or at the option of the employee on quarterly dates: January 1, April 1, July 1 and October 1, with payments beginning on the quarterly date next following the date of retirement.

The foregoing reference to the option of the employee, is predicated upon the employee notifying the Sheriff of his intention to retire by no later than October 1 of the calendar year prior to the calendar year in which retirement shall be effected. If such notification does not occur until subsequent to said October 1 date, then the aforesaid option shall be the Sheriff's rather than the employee's it being understood that the Sheriff will make his best efforts to honor the employee's preference.

Section 3: Worker's Compensation Insurance & Sick Leave Injury Insurance

The employer agrees to purchase and maintain in force sick leave injury insurance to cover

all employees for work loss due to injuries received on the job. The county was informed by its carrier that any members of the SERT team participating in training exercises at the county correctional center, even if doing so on their own time without pay, are protected by the county's worker's compensation insurance coverage if injured during such participation.

The employee shall receive full pay from the first day for an on-the-job injury. Sick leave injury will not be charged to the employee's sick leave. Worker's Compensation and insurance accident reports must be filed with the Employer's Office in accordance with current county policy. Future changes can be made unilaterally only if required by the County's insurance carrier. The County agrees to provide thirty (30) days advance written notice to the Association of any proposed change to such policy.

The insurance carrier will issue the Worker's Compensation checks to the County for disbursement to the employee and the County will also issue, to the employee, the portion representing the difference between the compensation payment and the employee's full salary.

The Employer or the sick leave insurance carrier at their discretion may, at any time, require the employee on sick leave injury time to submit to a physical examination by a physician of the Employer's or insurance carrier's choice.

If the sick leave injury leave is not approved by the Employer and/or sick leave insurance carrier after examining all evidence submitted by the employee, including witnesses, if requested and all evidence required to substantiate the claim including the opinion of the examining physician then the time involved during which the employee was absent shall be charged to his sick leave credit, if any, and/or his vacation credit, if any; otherwise the employee shall suffer loss of pay for such time loss.

A total amount of up to one year's compensation shall be paid by the sick leave injury insurance for work loss caused by an injury received on the job provided the aforesaid requirements are complied with.

A doctor's certificate authorizing an employee to return to work shall be required upon returning to work from Sick Leave Injury or after receiving Worker's Compensation.

It shall be the policy of the Sheriff that any employee absence qualifying under worker's compensation be considered as, and run concurrent to, an absence covered under the Federal Family Leave Act. In other words, a worker compensation injury will, going forward from the signing of this agreement, simultaneously qualify as an absence under the County's Federal Family Leave Policy.

Section 4: Maternity Leave

Employees covered by this Agreement shall be entitled to maternity leave as hereinafter set forth. An employee shall notify the Sheriff of her pregnancy as soon as it is medically confirmed but no later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted any earned and accumulated sick leave during the time prior to the expected date of confinement and for six weeks after the actual date of birth. Additional time beyond the six weeks shall be granted upon presentation of doctor's certificates setting forth the necessity therefor. Additional time off associated with maternity, other than the medically related sick leave mentioned above may be requested as leave without pay, provided that in no event shall such leave extend beyond one years duration. Such leave without pay requests are subject to the provisions of Section 9 below, with the following exception: the employee may request a leave with pay without having first exhausted accumulated sick leave.

Section 5: Administrative Personal Leave

Employees covered by this Agreement shall be entitled to four (4) days of administrative personal leave of absence with pay in each calendar year.

Administrative personal leave may be used for emergencies, observation of religious or other days of celebration (but not holidays as defined herein), personal business or other personal affairs such as death in the employee's immediate family, but not limited thereto.

Newly hired employees shall be granted one full day of administrative personal leave after each four calendar months of employment to a maximum of three days during the remainder of the calendar year in which he is employed.

Administrative personal leave shall be granted by the Sheriff upon request of the employee and leave shall be scheduled in advance, provided the request may be granted without interference with the proper conduct of the government function involved.

Requests for Personal Leave will be granted so long as the granting of leave does not take the staffing level of the shift below minimum.

This commitment will be honored under all circumstances except in situations requiring full or heightened security within the Correctional Center as determined by the Sheriff or his designee. A request made for personal leave which will take the shift below minimum (causing overtime) may still be granted provided the reason for the request constitutes an emergency situation and the officer

declares his need as such when the request is made.

The Sheriff reserves the right to review the declaration of an emergency after the fact and to require proof of emergency to his satisfaction. The Sheriff (or his designee's) decision as to whether a situation qualifies as an emergency will be final and not subject to appeal beyond the Sheriff and shall not be grievable under the terms of the labor agreement.

Such administrative personal leave credit shall not accumulate. Unused balance in any year shall be canceled at the end of the calendar year.

Section 6: Bereavement Leave

The Sheriff shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren or grandparents. Additional days may be approved by the Sheriff in advance and charged against administrative personal leave.

The Sheriff may provide one working day's bereavement leave with pay in the case of death of a relative of the second degree, that is, uncle, aunt, niece, nephew, cousin, sister-in-law or brother-in-law provided the granting of such leave by the Sheriff is not grievable under this contract.

As soon as possible, an employee shall notify the Sheriff of a death in his family, and of his need for leave. Notification must be given as in the case of Sick Leave. Proof of death may be required by the Sheriff.

Section 7: Jury Duty:

Should any employee be obligated to serve as a juror, he shall receive full pay from the Employer for all time spent on Jury Duty less any remuneration received from the court for such service. In the event an employee is excused from jury duty prior to one-half the employee's workday having been concluded, such employee shall promptly report to work for the balance of the workday. For employees serving jury duty outside of Warren County, travel time, distance and location should all be considered in determining whether an employee may be able to return to work if released early from jury duty. This determination shall be made by the Sheriff, with the assistance of the personnel director if necessary.

Employees who are "on call" for jury duty and not actually serving said duty shall not be excused from work. They shall report for work at their normal starting time and shall work as usual unless excused by the Sheriff or his designee if they are called for active jury duty.

Employees must obtain a certificate from the County Clerk's Office certifying the number of days the employee served on Jury Duty and submit the certificate to the Sheriff.

Section 8: Leaves

Except as provided under Section 4 of Article Four, proper and authorized leaves as provided in the Rules of the Civil Service Commission shall be recognized and constituted as part of this Agreement and are incorporated herein by reference. Leave for Association activity is governed by Section 4 of Article Four of this Agreement. Family Leave is governed by the Warren County Family Leave Policy.

Section 9: Leaves Without Pay

The grant or denial of request for leave without pay is discretionary with the Sheriff. The request must be made in advance and must be recommended by the employee's Supervisor, with the Sheriff retaining the ultimate decision-making power. If the Supervisor is opposed to the request, the employee shall have the right to file a written submission with the Sheriff. The Sheriff shall have the discretion, on his own or at the employee's request, to schedule a meeting with the employee and his union representative, to discuss the request. The decision of the Sheriff shall be final and non-reviewable. A leave without pay request based upon non-job-related medical reasons where a physician has indicated that the employee cannot work will require the employee to first exhaust accumulated sick leave. If the leave without pay request is denied, the employee is expected to report to work and the employee's absence under such circumstances will be considered Absence Without Leave (AWOL) which will give the Sheriff cause for discipline in accordance with Civil Service Commission procedures.

Article Twelve

LONGEVITY

All full-time employees shall be eligible to receive annual longevity pay for commendable service in the amount of \$424 upon the completion of five (5) years of continuous service and thereafter, to be increased to \$1061.00 upon the completion of ten (10) years of continuous service and thereafter. Years of completed service shall be computed from December 26th of any given year to December 25th of the following year.

Effective December 31, 2014 the longevity payment shall be discontinued as these funds are incorporated within the base salary established in Article Seven.

Article Thirteen

MEDICAL BENEFITS

A. All full-time employees after sixty (60) days of continuous service are eligible for hospitalization and major medical benefits, dental benefits and prescription benefits in accordance with the County's healthcare plan. Although medical benefits are paid by the employer, employees are required to make contributions toward their healthcare benefits.

B. The Employer shall pay current hospital and major medical premiums under the aforesaid healthcare plan for employees and their dependents who retire after January 1, 1975, with any one of the following three conditions being met:

1. Twenty-five (25) years of full-time Warren County service in a New Jersey pension system, or
2. Twenty-five (25) years of accredited PFRS pension time, the last fifteen (15) of which shall have been full-time Warren County service, and where the employee has attained the age of 55. For employees who have met the pension and service time requirements noted above, but choose to retire prior to age 55, participation in the County healthcare plan may be continued by paying the full monthly cost of the plan to the County. The employer shall resume paying current hospital and major medical premiums of the healthcare plan when the retired employee attains the age of 55.
3. Are separated from full-time Warren County service on a disability pension. Such payment shall continue until the death of the employee.

C. Any Healthcare changes that occur through future negotiations, will be adopted in future retiree plans for any employee retiring after February 13, 2008.

Upon the death of an active employee who is entitled to medical benefits, the surviving spouse shall continue to receive medical benefits for the period of six (6) full months following the employee's untimely death. Should the surviving spouse remarry within this six (6) month period, all coverage shall cease immediately.

D. *Medicare Part B*. Premium Reimbursement for employees sixty-five (65) years or older shall be paid by the Employer until retirement.

E. Healthcare Contributions:

Effective June 28, 2011 all active employees and prospective retired employees shall be required to contribute to the cost of their medical benefits in accordance with State Law, Chapter 78, P.L. 2011.

1. Employee Co-Pays:

The employee co-pay for office visits, short term therapies, emergency room visit, outpatient surgery, et. al., can be found in a full description in the State Health Benefits Plan.

F. The employer reserves the right to change the insurance plan administrator or carrier provided that in the aggregate, substantially similar benefits are furnished. The employees will be notified of any such planned change.

G. An employee on Leave Without Pay (LWP) must pay a monthly healthcare premium, except as otherwise provided by Family Leave legislation.

H. The County will provide an eyeglass plan under which employees shall be entitled once every twelve (12) months to a \$100 reimbursement which shall be designated toward any one of the following: regular glasses, contact lenses, bifocals, or Rx safety glasses. All receipts for reimbursement must be submitted to the Personnel Department within thirty (30) days of service. Failure to submit receipts within this timeframe will result in denial of said benefit reimbursement.

I. The employer shall provide a base dental plan for its active employees which shall cover the plan minimum for preventative and diagnostic services. An employee may choose to upgrade base coverage by paying the established contribution as indicated in the County's dental plan. Retirees will be covered under the State Health Benefits Program selected dental coverage. However, after age 65 they will be required to pay the premium if they choose to stay on the plan.

Article Fourteen

STRIKES

The Association assures and pledges to the Sheriff that its goals and purposes are such that it does not condone strikes or threats thereof by public employees or work stoppages, slow-downs, or any other such actions which would interfere with service to the public or violate the constitution or laws of the State of New Jersey; and the Association and the employees agree that they will not initiate nor participate in such activities nor encourage members of the unit to initiate or participate in the same; and the Association will not support anyone acting contrary to this provision.

The Sheriff agrees that there shall be no lockout of employees during the term of this Agreement.

Any violation of this Article Fourteen shall constitute a material breach of this Agreement. Nothing stated elsewhere in this Article Fourteen shall be construed as altering the parties' rights to seek judicial relief in law or in equity.

Article Fifteen

TRANSPORTATION ALLOWANCE

Whenever an individual employee is authorized to use his privately owned vehicle on County business, the Sheriff shall reimburse the employee at the rate per mile calculated in accordance with the mileage reimbursement rate as posted in the Annual Internal Revenue Service Bulletin. This rate shall be updated annually and commence January 1 of the new calendar year after the rate has been promulgated.

Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration.

Article Sixteen

LIABILITY CLAIMS AND INDEMNIFICATION

All employees covered by this Agreement shall be entitled to defense and indemnification by the Sheriff against liability claims or judgements arising out of the good faith performance of their official government duties.

Article Seventeen

EMPLOYER AUTOMOBILE INSURANCE

The County agrees to maintain in full force and effect liability insurance on all vehicles owned by the County. This insurance will provide for coverage to anyone driving a vehicle owned by the County with permission.

The County shall also provide for insurance to provide for an umbrella policy over and above the coverage of an individual employee's private automobile liability insurance coverage to cover those situations in which an individual is authorized to use his own vehicle for any business of the County.

Article Eighteen

SEVERANCE PAY

The Sheriff hereby agrees to pay severance pay in the amount of two week's salary to any permanent full time employee whose job may be abolished on a permanent basis with the Sheriff because of a cut-back in any particular department or program provided said employee is not transferred to or absorbed by any county, state or federal department, agency or program.

Article Nineteen

RETIREMENT

Pursuant to PFRS Rules, retirement for PFRS members is mandatory at age 65. If the member does not file an Application for Retirement Allowance before age 65, he/she is automatically retired on the first of the month following the member's 65th birthday.

Article Twenty

TEMPORARY DISABILITY INSURANCE PLAN

Legislation enacted March 26, 1980, provided temporary disability insurance coverage for State employees. This legislation also provided that governmental entities and instrumentality's may elect coverage for their employees.

The County agrees to participate in the New Jersey Temporary Disability Insurance Plan to cover all employees for work lost due to disability. The employer shall pay 50% and the employee shall pay 50% of the cost of the insurance and shall participate in the program consistent with its Rules and Regulations.

Article Twenty One

UNIFORM AND MAINTENANCE ALLOWANCE

Effective December 31, 2014 the uniform and maintenance allowance shall be discontinued as those funds are incorporated within the base salary established in Article Seven.

For the year 2014 all eligible employees required to wear uniforms at the Warren County Correctional Center, shall be entitled to an annual uniform allowance not to exceed \$265.00 and an annual maintenance allowance not to exceed \$822.00. A certification shall be submitted to permit payment of funds in advance of purchase, provided the employee certifies that the funds advanced shall be spent on items of the uniform. Employees must purchase items of the standard uniform. Unused uniform and maintenance allowance shall not accumulate or be carried into a subsequent calendar year. Unused allowance or portions thereof shall be canceled at the end of each calendar year. As a result of this allowance, employees are expected to report for work in proper uniform and failure to do so shall lead to appropriate discipline.

The uniform allowance will be paid by separate check in two installments, 50% within 45 days after January 1 and 50% within 30 days after April 1 in 2014.

Article Twenty-Two

MISCELLANEOUS PROVISIONS

Section 1

This Agreement constitutes the complete and final understanding and resolution by the parties of all negotiable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement, none of the parties shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2

If any provision of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 3

At the time of separation from service any advanced holiday, sick, vacation or personal time shall be paid back out of the employee's final pay check.

Section 4

The parties shall be obligated to furnish upon timely request, information that is relevant and necessary to the employer-employee representative relationship, as such obligation has been or will be interpreted by the Public Employment Relations Commission, the reviewing judiciary, and in analogous circumstances the National Labor Relations Board and the federal courts, subject to New Jersey statutes, regulations and Executive Orders limiting the release by government instrumentality's of employee personnel records.

Section 5

With regard to the filling of all vacancies (whether special jobs, regular shifts, or otherwise), if the qualifications of applicants are equal then seniority shall govern. All vacancies and filling of vacancies shall be posted by the administration. For purposes of this Section 5, seniority shall mean length of continuous employment by the Sheriff as a Correction Officer in the Warren County

Correctional Center.

The Sheriff shall provide seven days notice of the filling of a vacancy by posting a notice of same, but only in the event the Sheriff is aware of the need for the filling of a vacancy at least seven days in advance of same.

Section 6

Annual agency training (not to include firearms re-qualification) will be scheduled in so far as it is practicable to allow officers at least sixteen hours between tours of duty.

Section 7

Officer assignments to the posts listed below will be rotated among staff as frequently as deemed advisable and practical by the Shift Commanders:

A/B Housing Area

C/D Housing Area

E/F Housing Area

G Housing Area

Gym Housing Area

Center Control

Recreation

Rover Positions

Article Twenty-Three

WORK HOURS

Section 1

Most employees are assigned to a stationary shift, working four days on, one day off, four days on, two days off, three days on, two days off. The three stationary shifts are 6:45 A.M. to 3:00 P.M., 2:45 P.M. to 11:00 P.M., and 10:45 P.M. to 7:00 A.M. Each shift is of eight and one quarter hours duration, inclusive of a 30 minute meal period.

Section 2

All administrative employees are assigned to the 6:45 A.M. to 3:00 P.M. shift, and work Monday through Friday with weekends off. Also, administrative employees do not work on holidays. Administrative employees refers to the classification officer/work release coordinator, the transport officers and the training officer.

Additional exceptions to Section 1 above include the two booking officers from each shift as well as the Corrections Labor Assistance Program Supervisor and the Assistant Supervisor. These officers will work a schedule with every other weekend off.

Section 3

Officers may swap shifts so long as the result does not require the Sheriff to pay overtime.

Section 4

The Sheriff shall provide seven days notice prior to the change of an employee's shift, but only in the event the Sheriff is aware of the need for a shift change at least seven days in advance of such change. If less than seven days notice is given under the circumstances described above, the employee will be paid at the rate of time and one half.

When rescheduling officers to shifts for coverage in the event of staff shortages, vacations, medical leaves, military leave, leave w/o pay or other emergencies, the Sheriff will use seniority when, in its judgment, it is practicable to do so.

Specifically, the Sheriff will, if in his estimation it does not interfere with the orderly and proper operation of the facility, move the least senior officers available to fill the above slots.

Further, if the slot to be filled requires a fully academy trained officer, the Sheriff will, if

practicable, select the least senior officer with those qualifications.

Section 5

As stated in Article Eight, overtime shall be paid for work in excess of the regularly scheduled hours described above. An employee shall not be scheduled in advance to work for sixteen consecutive hours after finishing an eight hour tour.

Section 6

Anticipated overtime shall be posted Thursday through Sunday. Employees will have the opportunity to volunteer for such overtime. Overtime assignments shall be considered by the Sheriff on Monday and posted for employees to review on Tuesday. The overtime assignments by the Sheriff will be made by seniority and on a rotating basis so that all employees shall have an equal opportunity to work said overtime.

Section 7

Unanticipated overtime shall be assigned in the following order:

1. Employees working shall be given the first opportunity to hold over.
2. Employees who are not working but are on the same shift.
3. Employees who are not working and are on any other shift.
4. Employees are mandatorily and involuntarily held over.

The assignment of unanticipated overtime shall, once again, be by seniority and be equalized by opportunity.

Article Twenty-Four

NON-DISCRIMINATION

The County, the Sheriff and the Association duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, or union membership (or non-membership). Disputes arising under this Article Twenty Four shall not be grievable, but rather shall be presented to the state and/or federal agency with jurisdiction over the subject-matter.

Article Twenty-Five

EMPLOYMENT AGREEMENT

Each new employee shall, prior to employment, execute an employment agreement substantially in the form set forth in Schedule A. Each new employee shall be obligated to remain employed for at least two (2) years after completing their training. If any employee leaves or is terminated prior to two (2) years, they shall be obligated to reimburse the County for their training costs.

Article Twenty-Six

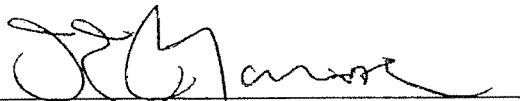
DURATION

The terms and provisions of this Agreement shall be in full force and effect commencing January 1, 2014 and ending December 31, 2016.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have set their hands and seals this 9th day of JULY, 2014.

ATTEST:

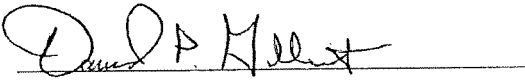
COUNTY OF WARREN




Steve Marvin,
Administrator/Clerk



Edward J. Smith, Director



David Gallant, Warren County Sheriff



FOP LODGE 171
(CORRECTION OFFICERS)

APPENDIX A

EMPLOYMENT AGREEMENT

This Employment Agreement is made between the Sheriff (herein called the Employer") and _____ (herein called the "Employee")

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement, the parties agree as follows:

1. The Sheriff employs the Employee as a Correction Officer in Warren County effective _____.
2. The Employee is employed in accordance with all Civil Service Commission Rules and Regulations.
3. The Employee has not received Correction Officer (Academy) training under NJSA 52:17b-66 et seq. The Sheriff agrees to arrange for Correction Officer training in accordance with the statute unless the training is waived or otherwise not required by the Police Training Commission.
4. The Employee has not received initial Agency Training as a recruit at the Warren County Correctional Center.
5. The Employee understands that the County will be expending funds for the Employee's salary during the time of Correction Officer training as well as Agency Training and will expend additional funds in connection with training on the employee's behalf (such as tuition, etc.).
6. Reimbursement for any costs (such as tuition, etc.) and the continuation of salary is expressly conditioned on:
 - (a) The Employee faithfully attending the course and training, both in Agency Training and Correction Officer (Academy) training, and doing all necessary work in connection with them.
 - (b) The Employee receiving a passing grade in the courses.
 - (c) The Employee satisfactorily completing the training.
7. In the event that the Employee does not fulfill all the requirements of Paragraph 6, the Sheriff may terminate the Employee. In the event of such a termination, the Employee will

reimburse the County for all tuition and costs paid and all salary paid during the time of the Employee's attendance at the courses and training (Academy and Agency Training).

8. The Employee, by accepting the payments referred to in Paragraph 5 of this Agreement and by accepting employment, does hereby agree with the Sheriff that he or she will continue as a Correction Officer in the County of Warren for a period of no less than two (2) years from the date of completion of Correction Officer training (Agency and Academy Training).

If the Employee terminates his or her employment, or is terminated for cause by the Sheriff or takes another position in law enforcement, the Employee will be obligated to make full reimbursement to the County of Warren for all sums paid under Paragraph 5. The Employee understands that the Sheriff would not offer employment to the Employee unless the Employee agrees to this provision requiring employment for at least two (2) years.

9. This Employment Agreement is binding upon the Sheriff and the Employee and may not be assigned.

The parties have read this Agreement and sign it and seal it within the meaning of New Jersey Law.

Correction Officer

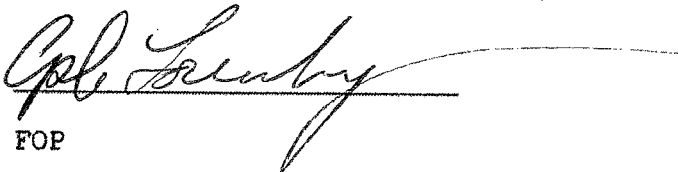
WITNESS: _____

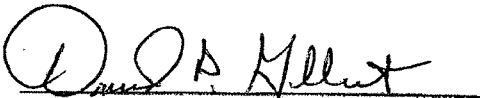
Date: _____

MEMORANDUM OF AGREEMENT

July 16, 2014

The County of Warren and the Warren County FOP having recently executed a collective bargaining agreement that inadvertently left out certain language previously agreed upon, the parties hereby agree to modify such Articles of the agreement, as attached hereto and incorporated herein, (Articles 9 Section 6, Article 10 Section 3 and Article 22 Section 5) which such attached Article Sections will replace and supercede Articles 9 Section 6, Article 10 Section 3 and Article 22 Section 5, currently in the agreement.


FOP


WARREN COUNTY SHERIFF

RECEIVED
WARREN COUNTY
PERSONNEL DEPARTMENT
2014 AUG 1 AM 10 25

23

***New/revised language to replace existing language, found on page 21, within the AGREEMENT between THE COUNTY OF WARREN and FOP LODGE 171 CORRECTION OFFICERS

Article Nine

VACATIONS

Section 6:

During Seniority Vacation Selections Employees may submit two (2) separate requests for vacation time of five (5) consecutive workdays or more during the first and subsequent second round of selections. These selections shall be scheduled where practicable on the basis of seniority within the specific job title classifications. Seniority Vacation Selections shall be considered approved, provided no more than four (4) Correction Officers shall be permitted to be on vacation leave at any one time, provided that the staffing remains at 54 or above. It is also understood that the County reserves the right to transfer employees to cover for employees on vacation, and it is further understood that whenever an employee(s) is on National Guard (or similar military) duty the maximum number of employees approved for Seniority Vacation shall be reduced accordingly. Approved vacation leave shall be posted on a Master Vacation Calendar. Seniority Vacation Selections of less than five (5) consecutive workdays may be scheduled by mutual agreement between the employee and his supervisor or department head.

After the Seniority Vacation Selections have been concluded, additional selections for vacation leave may be submitted, on a first come first served basis, for one (1) or more days. Selections submitted twenty-one (21) days or more in advance of the day(s) requested shall be considered for approval in the same manner as a Seniority Vacation Selection, and as such shall be granted subject to the availability of vacation time according to the Master Vacation Calendar.

Requests for vacation leave submitted after completion of seniority picks, but not made 21 days in advance, shall be granted subject only to development of the work schedule for the period in which the vacation leave is desired, to include staffing requirements for that period as determined by administration.

The vacation policy as described above is intended as an ongoing method to ensure the maximum ease of access to accumulated vacation leave time for staff. It shall not be nor is intended to compromise or infringe upon management right as described in Article Five of the labor agreement.

***New/revised language to replace existing language, found on pages 23 & 24, within the AGREEMENT between THE COUNTY OF WARREN and FOP LODGE 171 CORRECTION OFFICERS

Article Ten

HOLIDAYS

Section 3

A. Employees working on legally declared holidays shall be paid holiday pay as defined in Article Eight above. Employees working on a holiday, or having their normally scheduled day off occur on a holiday, shall also earn a holiday compensatory day.

B. In order to qualify for holiday pay, Employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on an excused absence. An excused absence includes an absence for which a note from a doctor is tendered by the Employee, subject to verification by the Employer.

C. Employees shall be permitted to request the scheduling of seven (7) earned holiday compensatory days. Such requests shall be accepted on a "first come, first served" basis, with seniority being a determining factor should such requests be submitted at the same time. Approval of such requests shall be subject to development of the posted work schedule and maintaining staffing levels of one (1) employee above what is considered to be the minimum requirement to adequately conduct business.

D. Holiday compensatory days, other than the seven (7) scheduled by the Employer, shall be scheduled by the Employer to achieve the Employer's needs in terms of minimum manning on holidays and/or to give an opportunity for Employees to receive paid leave time in conjunction with normally scheduled days off.

E. In the event that low staffing levels or other circumstances make it advantageous to the efficient, effective, and secure operations of the facility, and it proves useful and advantageous to do so, the Sheriff or his designee may offer, by December 1st of each calendar year, all affected employees the opportunity to voluntarily relinquish their accrued holiday compensatory days. Such employees may opt to be paid for any unused holiday compensatory days remaining at that time. Said payment will be included in the regular December pay cycle.

The compensation for relinquishing unused holiday compensatory days shall be the regular rate of pay to include any applicable shift differential.

Employees may notify the Sheriff of the willingness to take this option, if offered, at any time during the year. Employees failing to notify the Sheriff of such, or wishing not to be compensated, shall have any unused holiday compensatory days carried into the ensuing year, to be scheduled by the Employer.

***New/revised language to replace existing language, found on pages 42 & 43, within the AGREEMENT between THE COUNTY OF WARREN and FOP LODGE 171 CORRECTION OFFICERS

Article Twenty - Two

MISCELLANEOUS PROVISIONS

Section 5

With the regard to filling of all vacancies (whether specialty jobs, regular shifts, or otherwise), if the qualifications of applicants are equal then seniority shall govern. For purposes of this Section 5, seniority shall mean length of continuous employment by Warren County as a Correction Officer in the Warren County Correctional Center.

The County shall provide notice of at least seven (7) days of an intent to fill a vacancy by posting a notice of same, in an area accessible by all employees, but only in the event the County is aware of the need for the filling of a vacancy at least seven (7) days in advance of same. Related notices shall include a brief description of the position and its inherent requirements, to include, but not be limited to, factors to be utilized in the selection process.

**THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF WARREN**

Wayne Dumont, Jr., Administration Building
165 County Route 519 South
Belvidere, NJ 07823

RESOLUTION 144-14

On motion by **Mr. Gardner**, seconded by **Mr. Sarnoski**, the following resolution was adopted by the Board of Chosen Freeholders of the County of Warren at a meeting held March 12, 2014.

**RESOLUTION AUTHORIZING THE DIRECTOR OF THE BOARD TO
EXECUTE AN AGREEMENT BETWEEN THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF WARREN, THE OFFICE OF THE
SHERIFF OF WARREN COUNTY AND THE FOP LODGE 170, SUPERIOR
OFFICERS FOR THE PERIOD JANUARY 1, 2014
THROUGH DECEMBER 31, 2016**

WHEREAS, the Warren County Board of Chosen Freeholders, the Warren County Sheriff and representatives of the FOP Lodge 170, Superior Officers, have completed contract negotiations and have agreed to the terms and conditions of a labor agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Warren that the Director of the Board is hereby authorized and directed to execute an agreement between the Board of Chosen Freeholders of the County of Warren, the Office of the Sheriff of Warren County and the FOP Lodge 170, Superior Officers, for the period January 1, 2014 through December 31, 2016.

ROLL CALL: Mr. Sarnoski yes, Mr. Gardner yes, Mr. Smith yes

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Warren on the date above mentioned.



Steve Marvin

Clerk

[J1]