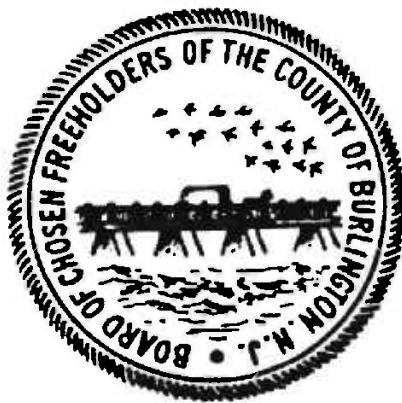


AGREEMENT

SIGNED ORIGINAL

Between

Board of Chosen Freeholders of the  
County of Burlington,



and

Policemen's Benevolent Association

LOCAL

249

Superior Officers Committee

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE NUMBER
	Preamble.....	1
I	Recognition.....	1
II	Salaries.....	1
III	Promotions.....	3
IV	Uniform Allowance.....	3
V	Health Benefits.....	4
VI	Sick Leave.....	5
VII	Sick Leave/Pregnancy Disability.....	6
VIII	Worker's Compensation.....	7
IX	Personal Leave.....	8
X	Holidays.....	8
XI	Vacation Leave.....	9
XII	Overtime.....	10
XIII	Seniority.....	11
XIV	Employee Expenses.....	12
XV	Tuition Reimbursement.....	12
XVI	Retirement.....	12
XVII	Work Schedules.....	13
XVIII	Training.....	14
XIX	Disciplinary Procedures.....	14
XX	Grievance & Arbitration Procedures.....	15
XXI	Work Rules.....	16
XXII	Safety & Health.....	19
XXIII	Officers Bill of Rights.....	19
XXIV	Rights & Privileges of the Association.....	19
XXV	Strikes.....	20
XXVI	Association Representatives.....	20
XXVII	Visitation of Premises.....	20
XXVIII	Association Dues.....	20
XXIX	Agency Shop.....	21
XXX	Management Rights.....	21
XXXI	Outside Employment.....	22
XXXII	Leave of Absence.....	22
XXXIII	Military Leave.....	22
XXXIV	Jury Duty.....	22
XXXV	Adherence to Department of Personnel Rules...	23
XXXVI	Equal Treatment.....	23
XXXVII	Term of Agreement.....	23
XXXVIII	Saving Clause.....	23
XXXIX	Complete Agreement.....	24

PREAMBLE

THIS AGREEMENT entered into between the Board of Chosen Freeholders of the County of Burlington, hereinafter referred to as the "Employer" and P.B.A. Local #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 classification as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of or in any way abrogating the rights of employees as established under Ch. 303, P.L. 1968, as amended. This Agreement shall include the following supervisory personnel titles: Sergeants to include Sr. I.D. Officers, and Lieutenants to include Chief I.D. Officers.

ARTICLE II SALARIES

A. All salary adjustments of employees covered by this agreement as outlined below shall be retroactive to January 1, 1988 effective at the signing of this agreement.

B. It is agreed that to be covered by this agreement an employee shall have maintained full-time employment up to and including the date of full execution by both parties.

C. Employees with the rank of Sergeant shall have their base salaries adjusted as below:

<u>PRESENT SALARY</u>	<u>EFFECTIVE 1-1-88</u>
\$ 19,000	\$ 25,000
19,859	25,000
20,110	26,500
20,600	25,000
22,071	26,000
23,100	25,000
23,131	26,000
24,058	27,500
24,880	27,500
25,215	26,750

<u>PRESENT SALARY</u>	<u>EFFECTIVE 1-1-88</u>
26,470	29,500
27,000	29,500
27,400	30,000

D. During the term of this Agreement the minimum and maximum salary for a Sergeant shall be set in accordance with the ranges as listed below in this Agreement.

1. On January 1, 1989, all employees who have been on the payroll and have maintained full-time employment since September 30, 1988 shall receive a \$1,775 salary adjustment added to their base pay.

2. On January 1, 1990, all employees who have been on the payroll and have maintained full-time employment since September 30, 1989 shall receive a \$1,625 salary adjustment added to their base pay.

SERGEANTS SALARY RANGES

	<u>Minimum</u>	<u>Maximum</u>
1988	\$ 25,000	\$ 30,000
1989	26,550	31,775
1990	28,000	33,400

E. Employees with the rank of Lieutenant shall have their base salaries adjusted as below:

<u>PRESENT SALARY</u>	<u>EFFECTIVE 1-1-88</u>
\$ 24,986	\$ 29,500
26,016	29,500
26,436	30,000
27,106	30,000
28,593	31,500

F. During the term of this Agreement the minimum and maximum salary for a Lieutenant shall be set in accordance with the ranges as listed below in this Agreement.

1. On January 1, 1989, all employees who have been on the payroll and have maintained full-time employment since September 30, 1988 shall receive a \$1,775 salary adjustment added to their base pay.

2. On January 1, 1990, all employees who have been on the payroll and have maintained full-time employment since September 30, 1989 shall receive a \$1,625 salary adjustment added to their base pay.

LIEUTENANTS & CHIEF I.D. OFFICER SALARY RANGES

	<u>Minimum</u>	<u>Maximum</u>
1988	\$ 29,500	\$ 31,500
1989	31,050	33,275
1990	32,500	34,900

ARTICLE III PROMOTIONS

A. Whenever an employee is promoted from one class or title to a class or title with a higher salary range, his or her salary shall be adjusted \$750 or to the minimum rate for the new class or title, whichever is greater.

ARTICLE IV 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.

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. Officers shall be required to exchange any items which need to be replaced.

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

- 3 pairs of trousers
- 4 short sleeve shirts
- 3 long sleeve shirts
- 1 belt all leather Garrison belt with gold buckle
- 1 whistle (gold)
- 1 whistle clip (gold)
- 2 sets of collar pins (gold) distinguishing rank
- 1 winter jacket
- 1 raincoat
- 2 metal name plates (gold)
- 2 shields

D. All female officers shall be provided with female cut trousers, shirts and jackets. Vendor bidding shall include the appropriate sizing for females.

E. Each superior officer shall provide at his/her expense non-canvas, black in color, low quarter shoe of either plastic or leather footwear.

F. Each uniformed superior officer will be able to replace uniform components to include uniform maintenance and cleaning at County expense up to a maximum as listed below:

- 1) 1988 \$250.00
- 2) 1989 \$275.00
- 3) 1990 \$300.00

1. This right shall not be cumulative. Such replacement shall be on an as needed basis after approval by the Jail Administrator. Such purchases shall be made by County standard purchasing procedures. Vouchers with appropriate documentation, including receipts, for maintenance and cleaning reimbursement shall be submitted to the Jail Administrator on a semi-annual basis as follows: May 15 and November 15.

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

H. Personal items destroyed or damaged 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.

#### ARTICLE V HEALTH BENEFITS

A. Family Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) Benefits shall be available for provisional and permanent full-time employees. The Employer shall pay up to the same amount toward HMO coverage that it contributes toward alternative coverage. Any additional costs for HMO coverage shall be the sole responsibility of the employee.

B. The County may extend to a maximum of thirty (30) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with paragraph A above. At its discretion, the Board of Freeholders may extend this coverage beyond the initial thirty (30) day period.

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

D. During the term of this Agreement, there shall be no change in the Group Hospital Medical Plan 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. Effective at the signing of this agreement the family program of dental care as presently exists shall be upgraded to

include orthodontics for children only and prosthodontics. Employee eligibility shall be determined in accordance with Paragraph A. (Health Benefits).

1. The maximum payable by the carrier for services other than orthodontic benefits is \$1,000.00 per eligible patient in any calendar year.

2. Orthodontic benefits are subject to a \$1,000.00 maximum per lifetime which is separate from the maximum mentioned above.

F. Disability Plan

Effective 1/1/88 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 50% of the cost.

G. Prescription Plan

1. Effective 1/1/89 all full-time employees who are presently receiving employee health care benefits will be eligible to participate in the Burlington County Prescription Plan. This benefit is subject to a minimum of 75% of eligible employees electing to participate under the conditions outlined. Additionally of those employees who elect to participate 51% must cover any and all dependents.

2. Once the above conditions have been met Burlington County will pay for the cost of single coverage. Each of the eligible employees who elects to participate shall be required to pay the cost of the appropriate family coverage by payroll deduction. This coverage shall not include payment for contraceptives of any type.

3. In addition, the employee will be obligated to pay a \$3.00/6.00 co-payment fee as requested by the carrier's policy. Such co-payment fee is based upon the purchase of a generic prescription drug (\$3.00) or a name brand prescription drug (\$6.00).

ARTICLE VI SICK LEAVE

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

A. Employees shall receive fifteen (15) sick days for each year of service.

B. Sick leave may be taken as credited. Although each employee is credited with fifteen (15) sick days, sick time is earned at one and a quarter (1 1/4) days per month for purposes of computing time owed to the County in the event an employee should leave prior to the completion of that calendar year and, having used all credited sick time.

C. 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.

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

E. 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 a member of his family critically ill and requiring the presence of such employee. Family is defined as spouse or children. Upon request and approval of the Jail Administrator or his designee, this definition may be expanded.

2. Up to five (5) working days may be requested for a death in the immediate family to include spouse and children. Upon request and approval of the Jail Administrator or his designee, this definition may be expanded.

F. If an employee is absent for five (5) consecutive working days for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the form prescribed.

G. 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 sick leave is not approved, the employee will suffer loss of pay for such time.

H. An employee who does not expect to report for work because of personal illness 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.

I. Sick days may accumulate.

J. Employees who have exhausted their sick leave benefit due to an extended illness and who wish to substitute vacation, personal leave or any other compensable time shall make such a request to the Jail Administrator.

K. Provisional full-time employees in the County service shall be entitled to one (1) working day's sick leave with pay for each month served during such provisional full-time employment.

#### ARTICLE VII SICK LEAVE/PREGNANCY DISABILITY

A. An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the



same terms and conditions as sick leave or leave without pay. The Jail Administrator may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

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

#### ARTICLE VIII WORKER'S 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. The employee will be placed on a leave of absence without pay unless he desires to use his accumulated time during this period of disability. If it is determined by the Employer that the injury is work related, the employee shall then be entitled to Worker's Compensation.

If he is on leave of absence without pay, he shall be entitled to his Workers' Compensation check without loss of any accumulated time.

If the employee has opted to use his accumulated time, he shall receive his normal pay with appropriate charges against accumulated time up to the point a final determination is made concerning whether the employee is found to be entitled. The employee's personnel records shall then be modified, if necessary to reflect the employee's entitlement to Workers' Compensation benefits with the balance of his salary, if any, to be paid by a County payroll check.

If accumulated time is completely used up before Worker's Compensation benefits terminate, the employee shall thereafter receive only his Workers' Compensation benefits.

Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Workmen's Compensation benefits. However, credit for said leave shall be actually added to an employee's account only upon his return to work.

B. Notwithstanding the provision of Section A when an employee is injured on duty as a result of the direct action, effort, interference or activity of an inmate or prisoner the County will pay the employee his full salary for up to twenty (20) working days. Deductions from the employee's sick or vacation leave will be made until such time as those employee's eligible for worker's compensation disability payments turn such weekly disability payments over to the County for this twenty (20) day period, thereupon, the deducted vacation and/or sick days utilized will be restored to the employee's records.

## 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.

B. An employee shall give no less than forty-eight (48) hours advance notice of his request to take a personal leave day. Such request shall be made through the Jail Administrator or his designee.

C. In the event of an emergent situation the Jail Administrator or his designee may grant permission to an employee to take a personal leave day with less than the required notice.

D. In the event of retirement or termination, deductions will be made from the final pay of the employee for used but unearned personal leave time for this purpose.

## 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. There shall be no accumulation of holidays from year to year.

ARTICLE XI VACATION LEAVE

Permanent 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. Employees shall receive paid vacation days as follows in accordance with years of service to the Employer:

1 year and up to 5 years	12 days
6 years to 12 years	15 days
13 years to 20 years	20 days
21st and over	25 days

B. Additional days based upon years of permanent service are credited on January 1 in the calendar year of the employee's anniversary.

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

D. All vacation leave is to be taken only as credited. Although each employee is credited with his/her vacation time at the beginning of the calendar year, vacation time is earned on a pro rated basis. The amount of time earned shall be pro rated to calculate time owed to the County should an employee leave the County service for any reason. Deductions will be made from an employee's final pay if more vacation has been taken than has been earned.

E. Any employee who is laid off, due to a reduction in force, discharge, retired or separated from the service of the Employer for any reason prior to taking his vacation, shall be compensated in money for any earned 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 correction superior officer (County seniority) in rank. Vacation time will be taken in blocks of five (5) days, with a minimum of five (5) and a maximum of ten (10) consecutive days off. Lesser or greater amounts of vacation may be taken with the approval of the Jail Administrator or his designee. Vacations will begin on Monday and end on Friday. To give more officers an opportunity to have off on Thanksgiving, Christmas or New Year's, officers should not request more than one (1) of these holidays off for vacation. If the situation does arise that scheduling can satisfy all leave requests, then and only then will an officer be permitted to have off more than one (1) of these holidays. Where the vacation schedule is established but there is a need to adjust the schedule due to unforeseen pressure of the work, voluntary changes shall be made first. Other employees named and required to make a change will be in inverse order of their seniority except that consideration will be given to a substantial financial commitment made by the employee involved. Vacation schedules shall not be changed later than thirty (30) days prior to the vacation unless

mutually agreed upon or in case of emergency. All vacation decisions are final.

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. Provisional full-time employees in the County service shall be entitled to one (1) working day's vacation leave with pay for each month served during such provisional full-time employment.

## ARTICLE XII OVERTIME

A. Overtime refers to any time worked beyond the normal forty (40) hour week and is to be earned only when the employee is ordered to work by a supervisor. Such orders shall be given only when unusual circumstances arise. Effective upon the signing and full execution of this agreement time worked over the normal forty (40) hour work week will be paid at one and a one half (1 1/2) times his normal salary and included in the next paycheck for the payroll period in which the overtime was worked, whenever possible. Prior to the full execution of this Agreement any hours worked beyond forty (40) for which the employee has already been compensated shall be adjusted on a straight time basis at the employee's 1988 base rate.

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, holiday time, vacation time or personal leave time shall not be considered as time worked for this purpose.

C. Overtime shall be assigned as follows:

1. If the officers 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 on that post.

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

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

4. If no such person volunteers to fill this vacancy, then the opportunity to fill such vacancy shall be offered to all officers then off-duty, in order of seniority.

5. If no such person volunteers to fill this vacancy, then the opportunity to fill this vacancy shall be offered for officers on vacation, in order of seniority.

6. 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.

D. Any employee called in to work overtime 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 time worked.

E. 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 a half (1 1/2) times his normal salary. In addition to which such employee shall receive straight time pay for the holiday in lieu of a day off.

#### ARTICLE XIII SENIORITY

A. Permanent employees shall on the day worked immediately following the successful completion of their probationary period be considered to have seniority as of the date of appointment from the Department of Personnel Certification list.

B. If a question arises concerning two (2) or more employees 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 in alphabetical order of the employees last name. Upon promotion, an employee shall become the least senior employee in the classification to which he has been promoted. Upon promotion if two (2) or more employees have the same date, the employees first certification date will be used. If dates are still the same then alphabetical order by last name. Non-certified employment shall not count towards seniority.

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 an employee with the greatest amount of seniority given preference.

#### ARTICLE XIV EMPLOYEE EXPENSES

Upon the signing and full execution 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-one (21) cents per mile. 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.

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

#### ARTICLE XV TUITION REIMBURSEMENT

Permanent full-time employees will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders or designee after a written request to and recommendation to the Board by the Jail Administrator.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent of a "C" or better. In addition, the employee must agree to remain in County service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employees final pay. The amount of reimbursement shall be limited to the equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University per course.

#### ARTICLE XVI RETIREMENT

A. Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

The amount of the supplemental compensation payment shall

be computed at the rate of one half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no lump sum supplemental compensation payment shall exceed \$12,000.00.

B. Employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be eligible to have his Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) benefits premium paid by the County. The Employer shall pay up to the same amount toward HMO coverage that it contributes toward alternative coverages for each such retiree. Any additional cost for HMO coverage or coverage for eligible dependents shall be the sole responsibility of the retiree.

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

E. If employees are needed in an emergency to work another 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 before being placed on a regular schedule with permanent shift and days off. Such OJT may be lessened at the discretion of the Jail Administrator.

G. Days off shall not be changed on holidays.

H. Whenever an employee is delayed in reporting for a scheduled work assignment, he should contact the supervisor on duty in advance. An employee who reports for duty from one (1) to fifteen (15) minutes late, with prior notification shall not be denied the opportunity to work.

#### 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. Classes shall cover topics that deal with State and Local Rules and Regulations, health and safety or whatever else the State determines as necessary training.

#### ARTICLE XIX DISCIPLINARY PROCEDURES

A. 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).

B. The notice of the hearing shall include specific charges against the employee.

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

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

E. An adverse determination from a disciplinary hearing may be submitted in the grievance procedure, commencing at Step 2, at the election of the aggrieved employee. Major disciplinary actions as defined in accordance with N.J.A.C. 4A: 2-2.2 are not subject to the grievance procedure.

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



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

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

## ARTICLE XX GRIEVANCE AND ARBITRATION PROCEDURES

### A. Definition

"Grievance" is:

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

2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the Jail, to include minor disciplinary actions only.

"Working day" is defined as: Monday through Friday, excluding holidays.

### B. Procedures:

All members of the Association unit must orally present and discuss his complaint with his immediate supervisor or 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 to the Jail Administrator. 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, shall be served upon the employee, 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 determination of the Clerk/Administrator, the grievant shall have ten (10) working days to

appeal such determination to the full Board of Freeholders. The Board shall schedule, hear and determine the grievance within twenty-five (25) working days after receiving it. The Board shall hear the matter and issue a decision in writing and in triplicate and copies thereof shall be served upon the employee, and the Association within five (5) working days after the hearing.

Step 4. Upon receipt of an adverse decision from the full Board, the grievant shall have thirty (30) working days to submit such determination to arbitration through the Public Employment Relations Commission. Thereafter, all further proceedings shall be conducted in accordance with the rules and regulations of said agency.

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 highest 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 conducts 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 all Jail rules and regulations and instructions shall be

distributed to each employee and posted on Bulletin boards at each post if possible. One (1) complete set of rules shall be provided in a loose leaf binder to the Association.

B. Work rules shall be updated by the Employer as necessary. Copies of any changes shall be distributed to each employee, posted on the Bulletin boards and mailed to the Association to be inserted in said binder.

C. The work rules shall contain a description of the various post duties for each facility and each shift. After completion of the new facility the work rules shall outline the responsibilities of the officer assigned to a particular post as well as a definition of supervisor officer duties at present locations. Upon completion of the new facility these work rules will be updated.

D. Urinalysis/psychological testing

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

Failure in any of the above stated areas shall disqualify the candidate. Candidates who have been disqualified and/or whose name has been requested to be removed from an eligible list because he is psychologically unfit to perform the duties of a superior officer may appeal such decision according to N.J.A.C. 4A:2-6.5.

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

2. Current employees/reasonable suspicion: Those employed at the signing of this agreement may be tested if there is a reasonable individualized suspicion to include but not limited to an impaired performance of his duties manifesting some outward symptoms which would give rise to reasonable suspicion.

The Employer may take disciplinary action or discharge an employee when he refuses to submit to a drug test, provided the disciplinary action or discharge is consistent with federal and state laws and regulation and the policy of the County as it relates to drug testing.

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 reinstates the employee with full pay, benefits, and rights for the period of suspension and delete all references to the incident from the employee's personnel record if the employee's sample produces a negative result on the confirmation test.

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

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.

The results of any urinalysis testing should 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 any information related to a drug test result unless:

1. The employee has expressly granted permission for the release; or
2. 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 employees complaint.
3. However; a rejection of a candidate for a positive confirmation test of a presently employed superior officer will preclude the respective employee from employment elsewhere in the County.

This article shall be effective in full or part at the discretion of the Employer.

## ARTICLE XXII SAFETY AND HEALTH

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.

## ARTICLE XXIII OFFICERS BILL OF RIGHTS

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

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

C. If upon review of his personnel file, an employee believes a document to be in error, he may file a rebuttle to the documents 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 their use or non-use of time off as above when he believes that the County records do not coincide with his own recordkeeping.

## 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 Maximum 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 #249 Superior Officers Committee. 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, State Delegate or 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.

#### 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 Union 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 Union Dues. Dues shall be per month or such amount as may be certified by PBA #249 Superior Officers Committee to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the properly designated Association representative entitled to receive the same, by the tenth (10th) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the PBA #249 Superior Officers Committee Chairman.

#### ARTICLE XXIX AGENCY SHOP

A. Any employee who is not a member of the Union shall be required to pay to the Association, commencing with the 30th day after his initial employment or the tenth (10th) day after entry into employment within the bargaining unit herein, a representation fee as a condition of continued employment.

B. The aforementioned fees shall be in the amount of 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 employees in positions covered by the Agreement.

D. The Association shall have access to information on any new hires and terminations.

E. The Association agrees to indemnify and hold the County and its agents harmless against any, and all claims, suits, orders of judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts of Employer or its agency or servants.

#### ARTICLE XXX MANAGEMENT RIGHTS

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

## ARTICLE XXXI OUTSIDE EMPLOYMENT

A. An employee may engage in outside employment provided prior notice of such outside employment is given to the Jail Administrator and the Board of Freeholders through the Clerk/Administrator.

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

#### ARTICLE XXXV ADHERENCE TO DEPARTMENT OF PERSONNEL RULES

The Employer and the Association understand and agree that all rules pertaining to the County which are promulgated by the New Jersey Department of Personnel concerning any matter not specifically covered by the Agreement shall be binding upon the parties hereto.

#### ARTICLE XXXVI EQUAL TREATMENT

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

#### ARTICLE XXXVII TERM OF AGREEMENT

A. This agreement shall be effective as of January 1, 1988 and shall remain in full force and effect through December 31, 1990. 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 of any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of

competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such confer on the invalidated Article, Section or Portion thereof. In the event any portion of this Agreement is declared invalid or unenforceable as a matter of Law, the parties shall renegotiate 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 by their Clerk and representative respectively, and their seals to be hereto affixed this 27th day of December, 1988.

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON

PBA LOCAL #249  
SUPERIOR OFFICER COMMITTEE

Francis L. Bodine  
Freeholder Director  
Francis L. Bodine

Edward W. Brelsford  
Chairman  
Edward W. Brelsford

Charles T. Juliana  
Clerk/Administrator  
Charles T. Juliana

Michael J. Hogan  
County Solicitor  
Michael J. Hogan

Thomas A. Grainger  
Thomas A. Grainger

Lorena Gilmore  
Lorena Gilmore