

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS**

**THE**

**SALEM COUNTY SHERIFF**

**AND THE**

**SALEM COUNTY SHERIFF'S OFFICERS' ASSOCIATION**

**COVERING**

**SALEM COUNTY SHERIFF'S OFFICERS**

**FROM**

**JANUARY 1, 2013 THROUGH DECEMBER 31, 2016**

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## ARTICLE ONE

### PREAMBLE

This Agreement is entered into this 21<sup>st</sup> day of NOVEMBER, 2013 by and between the **SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS** and the **SALEM COUNTY SHERIFF**, hereinafter referred to as the "Employer" or the "County" and the **SALEM COUNTY SHERIFF'S OFFICERS' ASSOCIATION**, hereinafter referred to as the "Representative," the "Association," or the "FOP."

## ARTICLE TWO

### RECOGNITION

The SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS hereby recognizes the SALEM COUNTY SHERIFF'S OFFICERS ASSOCIATION, as the sole and exclusive bargaining agent for all full-time provisional and permanent Sheriffs Officers; but excluding managerial executives, supervisors, confidential personnel, the Sheriff, Undersheriffs, clerical personnel, Blue Collar personnel, Security Chiefs, Court Attendants, part-time personnel, seasonal personnel, per diem personnel, special officers and casual personnel.

## ARTICLE THREE

### WORK CONTINUITY

A. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and functions is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The bargaining agent and the employees covered by this agreement covenant and agree that during the term of this agreement neither the bargaining agent nor any members of the bargaining agent's organization, or any member of the bargaining unit, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i. e. the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or part, from the full, faithful, and proper performance of the employee's duties of employment) work stoppage, slowdown, walk-out or other job action against the Employer. The Bargaining agent agrees that any such action will constitute a material breach of this agreement on the part of the bargaining agent, its members and members of the bargaining unit.

c. The bargaining agent agrees that it will do everything in its power to actively discourage any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such

activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. The bargaining agent agrees that it will undertake any necessary action at its own expense to terminate any of the above activity on the part of its members of the

bargaining unit.

D. Any activity enumerated above on the part of a bargaining agent member or a member of this bargaining unit will be deemed as appropriate grounds for discipline by the Employer.

## A R T I C L E F O U R

### SEVERABILITY CLAUSE

If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect absent the affected clause.

## A R T I C L E F I V E

### WORK PERFORMANCE

All employees covered by this agreement will be expected to perform all duties as assigned by their supervisors. This shall include, but not be limited to the specific functions and duties enumerated in their individual job descriptions and any other such functions, which may be assigned from time-to-time by their supervisors or through employee work rules, personnel regulations, or policies issued via the Sheriff's Officer Written Directive System (enacted September 20, 2011). The parties agree that if there is a conflict between the policies and regulations issued and the terms of this agreement, the terms of this agreement shall prevail.

## A R T I C L E S I X

### FULLY BARGAINED CLAUSE

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain able issues, which were or could have been the subject of negotiations. During the term of this agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this agreement.

## A R T I C L E S E V E N

### PERFORMANCE EVALUATION

The Employer reserves the right to conduct performance evaluations of all personnel covered by this agreement. Performance evaluations will be conducted by the Sheriff and his/her designee and the employee will be given a copy of his/her performance evaluation form.

## ARTICLE EIGHT

### SICK LEAVE

A. General - Sick leave is defined as the absence from duty of an employee who because of personal illness or bodily injury is unable to perform the usual duties of his position; exposure to contagious disease; a short period of emergency attendance upon a member of the immediate family critically ill and requiring said presence of the employee.

A member of the employee's immediate family shall be limited to husband or wife, son or daughter, mother or father, grandmother or grandfather, brother or sister, mother-in-law or father-in-law, or foster family member.

B. Eligibility - Permanent and provisional employees in the County service shall be entitled to the following sick leave with pay.

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. Sick leave may be used in whole days, half days, or full hourly increments only. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year-to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid working days used in excess of his or her prorated and accumulated entitlement.

2. Regular scheduled part-time employees must have worked a minimum of eighty (80) hours during the given calendar month for sick leave credit, and are eligible for sick leave benefits on a prorated basis of hours worked vs. standard full-time hours as designated for that particular job classification.

### C. Qualifying Requirements

1. If an employee is absent for five (5) or more consecutive working days for any reason set forth in the above, the department head may require acceptable evidence. The nature of illness shall be stated on the doctor's certificate unless it is confidential between doctor and patient.

2. The department head or appointing authority may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Such requirement shall be consistent with New Jersey Civil Service Commission Rules and Regulations. Abuse of sick leave shall be cause for disciplinary action.

3. When it is known that sick leave will be required for more than ten (10) days such, leave must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a physician's signed statement prescribing the sick leave and giving reasons for the sick leave and anticipated duration of the incapacity (unless the nature of illness is confidential between doctor and patient).
4. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certification of the local department of health or upon such reasonable proof as the department head shall require.
5. In accumulating sick leave due, the total years of continuous service in classified New Jersey Civil Service Commission of personnel positions with the County shall be considered less sick leave utilized.
6. An employee who does not expect to report for work because of personal illness, or for any reason hereinabove described as sick leave, shall notify his/her immediate supervisor, by telephone or by personal message, at least one (1)hour before the scheduled beginning of his/her tour of duty.
7. If an employee abuses sick leave (abuse shall include utilizing sick leave for a purpose other than specifically stated in this article, or utilizing sick leave for the illness of a person other than those relations defined as being part of the employee's immediate family in Section A of this Article, or any instance where an employee covered by this agreement continued on sick leave after the employee is able to return to work from a period of illness) such employee shall be subject to disciplinary action up to and including termination based upon New Jersey Civil Service Commission rules and regulations.

## ARTICLE NINE

### HOLIDAYS AND ADMINISTRATIVE DAYS

A. The following holidays are recognized by the employer and will be paid holidays for the employees enumerated below unless they are otherwise scheduled at the discretion of the Employer:

1. New Years Day
2. Martin Luther King's Birthday
3. Washington's Birthday (3rd Monday in February)
4. Good Friday
5. Memorial Day (last Monday in May)
6. Independence Day
7. Labor Day
8. Columbus Day (2nd Monday in October)
9. General Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Thanksgiving Friday
13. Christmas Day
14. Such holiday as the Employer may legally deem appropriate for all of its employees.

B. The holiday designated above which officially fall on Sunday shall be celebrated on the following Monday. Holidays designated above which fall on a Saturday will be celebrated on the preceding Friday.

C. Whenever a holiday as enumerated above in this article is decreed to be a normal work day by the Employer, and official of the State, or the County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

D. New employees shall be eligible for one (1) day of administrative leave after each six (6) months of service. The employee becomes eligible for the above on January 1st after he/she has completed one (1) full year of service as a County employee. Four (4) days administrative leave with pay may be granted each employee at the employee's request upon approval of the department head, after completion of one year service as a County employee.

Except in emergency conditions, forty-eight (48) hours prior notice of such request shall be given to the immediate supervisor.

Administrative leave must be taken in full day or half day increments during the calendar year in which earned and shall not be accumulative or carried into the next calendar year.

## A R T I C L E   T E N

### VACATION

A. Permanent and provisional employees in this bargaining unit shall be entitled to the following annual vacations with pay, subject to approval by the Sheriff, at his discretion, in whole or half day increments only.

1. For each full month from date of hire up to and including the last day of December following such date of hire one (1) work day per month for each month actually worked.

2. Beginning January 1, following the employee's initial hiring date through sixty (60) consecutive calendar months - twelve (12) days per year.

3. Beginning on the first day of the sixth calendar year to the last day of the twelfth calendar year - fifteen (15) days per year.

4. Beginning with the first day of the thirteenth year to the last day of the twentieth calendar year - twenty (20) days per year.

5. Beginning with the first day of the twenty-first calendar year and for all years accumulated thereafter - twenty-five (25) days per year.

B. Any employee who is laid-off, discharged, retired or separated from County service for any reason prior to taking his/her vacation, shall be compensated in cash for the unused vacation-earned at the time of separation. However, if an employee utilized his/her vacation prior to the time it is earned, then the employee will have the amount of vacation taken over the amount earned deducted from his/her final compensation check.

C. When in any calendar year the vacation or any part thereof is not granted for reasons of business, such



vacation period shall accumulate and be granted during the next succeeding year only.

1. At the employee's request, a portion of a current year's vacation may be carried forward into the next succeeding year as follows:

Years of Continuous Service	Vacation Eligible to Carryover	Maximum Vacation Allowed to Accumulate
		2 but less than 15
15 but less than 20	Ten Days	Fifteen Days
20 or more	Ten Days	Twenty Days

2. Any surplus vacation accumulated beyond the amount allowed to accumulate and not taken will be lost, unless an exception is granted by the Board of Freeholders. Such exception requests must be submitted to the Freeholders in writing.

3. Requests to carryover vacation must be in the hands of the Department Head no later than NOVEMBER 1ST of the current calendar year and such request must be submitted in writing.

4. Except in emergency conditions, forty-eight (48) hours notice of such request shall be given to the immediate supervisor.

D. All leave requests for employees working ten-hour shifts shall be afforded on a day-for-day basis instead of an hour-for-hour basis. When the K-9 Scheduling officer issues a proposed K-9 schedule, the Sheriff shall have one calendar week therefrom to make any modifications without penalty. Thereafter, any deviation from that K-9 schedule shall incur overtime. The K-9 shifts shall be 6:30 a.m. to 4:30 p.m. and 5:00 p.m. to 3:00 a.m.

## ARTICLE ELEVEN

### RETIREE BENEFITS

Post-Retirement Health Benefits. The Employer shall provide post-retirement medical health insurance benefits, provided the employee qualifies for and has retired through the New Jersey Division of Pensions and Benefits under the Police and Fireman's Retirement System (PERS) or the Public Employees Retirement System (PERS) and meets at least one of the following requirements:

(a) Retirement on a disability pension.

(b) Retirement with 25 years or more of service credit in a state or locally-administered retirement system and at least twelve (12) years of service with the County of Salem; or

- (c) Retirement at age 62 or older with at least twelve (12) years of service with the County of Salem.

The post-retirement coverage shall be applicable to the employee and only to the employee's spouse and dependents covered at the time of retirement. If the spouse or dependents named in the policy at the time of retirement changes, the retired employee shall be responsible for any additional cost or premium. Coverage for any surviving spouse or dependents may continue after the death of the retired employee, subject to payment of the premium by such spouse/dependants.

Retirees receiving the coverage shall be required to enroll in Medicare (both Parts A and B) upon eligibility therefore, and the Medicare coverage shall be the primary coverage.

## ARTICLE TWELVE

### UNUSED SICK LEAVE AT RETIREMENT

Employees who are eligible for retirement under an existing pension system of the State of New Jersey and who elect to retire will receive severance pay by separate check for fifty (50%) percent of their unused accrued sick leave earned while employed by the County at the date of retirement as full payment thereof. The sick leave utilized for an employee of the employer.

1. Severance pay value will be calculated on the employee's current rate of pay at the time of retirement. In no case shall the severance pay exceed Fifteen Thousand (\$15,000.00) Dollars.
2. Employees who remain in County service to fill a position but who leave the within bargaining unit shall have their prior classified accrued sick leave credit frozen for the purpose of the computation of this unused sick leave as retirement benefit.

## ARTICLE THIRTEEN

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure the lowest possible level of equitable solution to the problems which may arise affecting the terms and conditions contained in this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. 1. Grievance shall be processed promptly and expeditiously.

2. Formal grievances and appeals shall be filed in writing. A copy of the grievance or appeal shall be filed with the Clerk of the Board of Chosen Freeholders whenever it is filed at any step of the grievance procedure of this agreement.

3. Communications and decisions concerning formal grievance shall be in writing.

4. A grievant shall be permitted a representative at all levels of the procedure.

5. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.

6. Failure by the Employer to issue a decision within the specified time limits shall render the grievance awarded on behalf of the grievant.

7. Grievances shall be adjudicated according to the terms of this procedure and the filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the Employer.

8. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

9. If either party violates the procedural aspects of this agreement, a procedural violation of the terms of this agreement shall constitute a bar to presenting any grievance to arbitration. If either party commits a procedural violation in accordance with this clause, then the grievance shall be awarded to the other party who has not violated the procedural aspects of the grievance procedure.

C. Any grievance or dispute that might arise between the parties or any employees with reference to the application of the meaning or interpretation of any provision of this agreement, shall be settled in the following manner:

1. STEP ONE: The grievant or his/her representative shall take up the grievance in dispute with the grievant's immediate supervisor who shall make an effort to resolve the problem within fifteen (15) working days. At this level, a complaint or grievance need not be in writing.

2. STEP TWO: In the event any complaint or grievance of an employee cannot be resolved informally within a fifteen (15) working day period a written grievance or complaint shall be submitted to the Sheriff, within 15 working days, who shall acknowledge its receipt and shall render a decision in writing fifteen (15) days thereafter.

3. STEP THREE: If the grievance still remains unresolved, it shall be presented by the employee within fifteen (15) working days, or his/her representative to The Board of Chosen Freeholders, to the Clerk of the Board and to the labor consultant employed by the Employer. The Employer shall review and investigate the grievance. If a hearing is to be held on the grievance by the Board of Chosen Freeholders, the employee will be notified within fifteen (15) working days after the grievance is received by the Clerk of the Board of the date of hearing. If a hearing is not deemed necessary, the employee will receive an answer to the grievance within fifteen (15) working days after it is presented to the Clerk of the Board.

4. STEP FOUR: If the grievant is not satisfied with the resolution proposed by the Board in Step Three above, then the employee or his/her representative may submit the grievance to arbitration. The Employee will present notification of the intent to proceed to arbitration in writing to the County Freeholder Board Clerk within fifteen (15) working days after receipt of the decision of the Board of Chosen Freeholders in Step Three. The

grievant shall notify the Public Employment Relations Commission that a dispute exists and that it wishes an arbitration panel listing to be submitted to the County and to the grievant. The procedure for selection of an arbitrator will be governed by the rules promulgated by the Public Employment Relations Commission.

The arbitrator shall be bound by the provisions of this agreement and shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or may supplement thereto. The decision of the arbitrator shall be binding upon the parties.

If requested by either party, the arbitrator shall first rule on the arbitrability of a grievance.

The cost for the services of the arbitrator shall be borne equally by the Employer and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

## ARTICLE FOURTEEN

### AUTOMOBILE UTILIZATION

A. Employees who are specifically requested and authorized to use their personal vehicle for authorized County business will be compensated at the IRS rate per mile, except in those instances where the mileage rate is governed by an applicable State statute or a Court Order.

B. Employees who are properly authorized to utilize their vehicle for County Business must submit their request for compensation for mileage on the proper voucher.

C. Employees whose mileage is less than eight (8) miles per day with a minimum of two (2) visits made shall be a flat rate of one (\$1.00) Dollar per day.

D. County employees using their personal vehicles who are directed to do so by an appropriate supervisor on authorized business are covered under the County insurance limits and are not required to provide any insurance coverage beyond what they consider adequate for their personal use of their automobile. Salem County will reimburse those employees utilizing their personal cars on County business up to One Hundred Fifty (\$150.00) Dollars to compensate for the increased premium they become subject to because of this usage. The employees must provide a certificate of insurance to the County Treasurer, citing the minimum coverage required. Also, the employee must submit proof of payment to his/her insurance carrier for the excess insurance required. Employees covered under this provision must also notify the County Treasurer immediately if their insurance lapses or is revoked for any reasons. Failure to comply with this article shall subject the employee to disciplinary procedures as determined by the County Board of Chosen Freeholders.

E. Employees may be directed by their supervisors to utilize a County owned vehicle during their employment. If an employee is authorized to utilize a county owned vehicle, the employee is responsible for that vehicle and is not permitted, under any circumstances, to utilize that vehicle for personal use.

F. The employee to whom the County Vehicle is assigned is responsible for the security and safe

operation of the vehicle. He/she should insure that the vehicle is in safe operating condition and that the vehicle has sufficient gas, oil, water, coolant, etc., prior to starting out on assignment. County vehicles may only be utilized for official County business. Any employee, who determines that a functional problem exists with a vehicle or that the vehicle is unsafe, must report that condition to his/her supervisor, except in jail emergency situations.

G. Any time that an employee is utilizing a County vehicle and that vehicle is involved in any type of accident or traffic mishap, the employee must complete a report on the incident and give the report to his/her supervisor. The report must contain all details of the incident, including the name, addresses and phone numbers of any other drivers involved along with the license number of other vehicles, the driver's license numbers of other driver's and the insurance certificate numbers of other drivers, and the identity of any police department involved in investigation of the accident or mishap. A diagram plan should also be included to show graphically exactly how the traffic mishap or accident occurred.

H. Any employee who fails to comply with the above rules and regulations or to follow the motor vehicle regulations of the State of New Jersey will be subject to full disciplinary procedures at the discretion of the Board of Chosen Freeholders.

## **ARTICLE FIFTEEN**

### **INSURANCE COVERAGE-HEALTH BENEFITS**

A. Medical Benefits - The Employer shall continue to provide medical insurance for full time employees and their dependents through the current Benefits Program in effect as of the date of the signing of the agreement or a substantially similar program. Employees will be required to make health benefit contributions for their selected medical plan as required by law.

B. Carriers - The County Board of Chosen Freeholders, at its sole discretion, retains the right to change and select a new health benefits provider or to self-insure during the terms of this agreement. Selection of carrier is a managerial prerogative not subject to the terms of this collective bargaining agreement. A change in carrier will result in a substantially equivalent insurance benefit. The County will notify the Union at least 30 days in advance of any such change in order to provide ample time for the Union leaders to review the change being implemented.

C. Prescription Plan - Effective on the signing of this contract, the Employer shall provide a pharmaceutical plan enabling full-time permanent and provisional Employees and their dependents to purchase prescription drugs at retail pharmacies upon payment of ten (\$10.00) dollars for generic drugs and, effective after the signing date of this Contract, twenty-five (\$25.00) dollars for brand name drugs.

D. Optical Plan - This benefit was eliminated effective January 1<sup>st</sup>, 2007.

E. Medical Examinations- Whenever the Employer requires any employee to undergo a medical examination

for the purposes of their job; the cost of such examination shall be paid by the Employer.

F. Accidental Death in the Line of Duty-In the event of an Officer's death while on duty (excluding suicide) all medical/dental insurance benefits enjoyed by the employee at the time of death will continue for the surviving spouse and/or child(ren) for a period not to exceed one (1) year after the employee's death or until the spouse remarries whichever occurs first. This will allow time for the spouse to obtain other benefits.

G. Disability Insurance- the employer will provide access to a disability insurance program. Participation in the program will be completely voluntary and the cost of participating in the program is borne solely by the employee. Disability has been changed to replace the State Disability Plan benefit with the AFLAC Program. The Bargaining Unit agrees to the AFLAC coverage.

H. Dental Plan- All full time personnel covered by this agreement and part-time personnel who qualify in accordance with the County's eligibility policy, shall be eligible to enroll in a dental program from a carrier selected solely and exclusively by the County. The program shall consist of a fifty/fifty (50/50) co-payment basic services, preventive and diagnostic care plan. The maximum amount payable will be a total of One Thousand (\$1,000.00) Dollars in any calendar year in accordance with the descriptive program booklet provided by the carrier. The County will pay the premium for this program for the entire family.

I. Continuation of Benefits-Continuation privileges provided by federal or state law (e.g. COBRA and FMLA) may be utilized by all qualified employees.

J. The County will form a joint healthcare committee comprised of members of each of its bargaining units along with the Clerk of the Board, Treasurer, Broker of Records and our health care providers to assess means to control benefit costs, specifically in the areas of healthcare, sick time and workers' compensation.

## **ARTICLE SIXTEEN**

### **LEAVES OF ABSENCE (General Rules)**

A. A full time permanent employee holding a classified position, who is temporarily mentally or physically incapacitated to perform his/her duties pursuant to Title XI may be granted special leave of absence without pay within New Jersey Civil Service Commission limitations.

1. Request for special leave of absence shall be submitted in writing stating the reason for the request, the date leave begins, and the probable date of return to duty.

2. Special leave of absences, if granted, shall not exceed six (6) months by the Salem County Board of Chosen Freeholders.

3. For each case of special leave without pay other than herein provided, the Board of Chosen Freeholders shall determine whether employees granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name be placed on the reemployment list for the class.

B. Upon the return of a permanent employee from an approved leave of absence the employee assumes his/her prior seniority rights. If conditions warrant that the employee be laid off and placed on a reemployment list, proper New Jersey Civil Service Commission procedures, must be followed.

## ARTICLE SEVENTEEN

### UNION LEAVE

The parties agree that the members of the bargaining unit will be granted a maximum of twelve (12) days per year to be utilized by any Officer or member of the unit. These days shall be an aggregate twelve (12) days and prior to taking this union leave, advance notice must be given to the appropriate department head or supervisor by the union official involved in requesting the time off. The notice should be provided in writing to the Supervisor. It is agreed by the parties that the taking of such leave shall not interrupt the work of the Sheriffs Department.

## ARTICLE EIGHTEEN

### WORKERS' COMPENSATION SAFETY & HEALTH

A. When an employee is injured in the course of his/her employment and qualifies for workers' compensation:

1. He/she will be paid the difference between the amount received as compensation and his/her salary during the period he/she is unable to work, as determined by a physician designated by the insurance carriers.

2. Time off will not be charged against accumulated sick leave.

B. The Employer shall at all times maintain safe and healthful working conditions and will provide employees with any protective tools and devices reasonably necessary to insure their safety and health. The proper use of this equipment is mandatory on the part of all employees and any employee who refuses to comply with a safety or health regulation shall be subject to discipline at the discretion of the Board of Chosen Freeholders.

C. The Employer, the Sheriff and the Salem County Sheriff's Officers Association shall each designate one member of a Safety Committee. The responsibility of the Committee shall be to investigate and correct any unsafe and unhealthful conditions. They shall meet on an as needed basis to review conditions in general and to make any advisory recommendations to all parties where and when appropriate.

## **ARTICLE NINETEEN**

### **BULLETIN BOARDS**

Employer shall provide the designated bulletin board or bulletin board space, which shall serve as the location for all official notices from the Employer to employees and for the posting of any Salem County Sheriffs Officers Association announcements. All material posted on this bulletin board must be Salem County Sheriff's Officers Association business and the bulletin board can be used for no purpose other than Employer/employee announcements.

## **ARTICLE TWENTY**

### **WORK RULES**

The Employer may, at its discretion, adopt work rules for the efficient and orderly operation of its departments. The bargaining agent will be given a copy of any work rules fifteen (15) days prior to the imposition of those work rules and the bargaining agent will be required to make any consultative comments it may have no later than ten (10) days after receipt of the proposed work rules. The Employer will consider the comments of the bargaining agent but the final adoption and implementation of the work rules will be a decision of the Employer.

## **ARTICLE TWENTY-ONE**

### **DEDUCTION OF UNION DUES AND REPRESENTATION FEES**

A. The Employer agrees to make payroll deductions of Salem County Sheriffs' Officers Association dues when authorized to do so by the employee on the appropriate form.

The amount of such deduction shall be certified to the Employer by the Salem County Sheriffs Officers Association. The Employer shall remit the dues to the Association by forwarding same to Secretary-Treasurer of the Association, by the last day of the month following the calendar month in which such deductions are made or earlier if reasonably possible, together with a list of employees from whose pay such deductions were made.

B. The union agrees to indemnify and hold the Employer harmless against any or all claims, suits, orders, or judgments or any actions brought or issued against the Employer or the Association based upon the Employer's reliance upon this article.

## **ARTICLE TWENTY-TWO**

### **COMPENSATORY TIME**

The parties agree that compensatory time may be granted only at the direction of the employee's supervisor and that whenever compensatory time is granted it will be granted at the rate of one and one half (1-1/2) hours for each hour actually worked.



Employees are permitted to accumulate 480 hours of compensatory time and, beginning on January 1, 2014, may sell back up to 40 hours of compensatory time once per year to the County. All officers assigned to the K-9 Unit shall receive one-half hour of compensatory time per dog per day for routine care and maintenance of the same.

**ARTICLE TWENTY-THREE**  
**NEGOTIATIONS PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer/Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment covering the personnel in this bargaining unit. Such negotiations shall begin not later than one hundred twenty (120) days prior to when this agreement expires or a reopened provision of this agreement takes effect. Any agreement so negotiated shall apply to all employees included in this bargaining unit, shall be reduced to writing, shall be signed by authorized representatives of the County and the members of the bargaining unit as represented by Salem County Sheriffs Officers Association.

B. The County agrees that there shall be no changes in the terms and conditions of employment as enumerated in this agreement during the lifetime of this agreement, except through negotiations between the parties under the terms of this agreement and through a properly executed memorandum of understanding.

C. Whenever any representative of the bargaining unit or any employee is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievances conferences or meetings, he/she shall suffer no loss in pay or other fringe benefits and shall be relieved from duty subject to the manpower needs of the County Sheriffs Department.

**ARTICLE TWENTY-FOUR**  
**DELEGATES AND CONVENTIONS (FOP)**

A. Appropriately elected or selected delegates to the State FOP shall be permitted to take the day off without loss of pay or compensation to attend the scheduled meetings of the State organization. All special meetings ordered by the State organization are inclusive. However, any meetings of the State organization relative to collective bargaining shall be deducted from the Union Leave provisions of this agreement.

B. Convention delegates shall be permitted to attend a State convention in accordance with existing statutes, Court decisions, rules and regulations.

**ARTICLE TWENTY-FIVE**  
**SAVINGS CLAUSE**

In the event that any federal or state legislation, governmental regulation or Court decision causes invalidation of any article or section of this agreement, all other articles and sections not so invalidated shall remain in full force and effect.

## ARTICLE TWENTY-SIX

### ASSOCIATION/MANAGEMENT LIAISON COMMITTEE

The parties agree that, an Association/Management Liaison Committee will be formed during the initial phase of the contract and with the cooperation of both parties to this agreement.

The purpose of this Committee shall be to study and make non-binding recommendations on the following issues:

1. Manner and method of promotions within the Department.
2. Establishment of or assignment to in-service training schools for all members of the Department.
3. Investigations of the implementation of a work schedule conducive to attendance at college for interested members of the bargaining unit.
4. Methods and manner of increasing the professionalism of the Sheriff's Department and the maintenance of good working relationships with the management of the Department.

## ARTICLE TWENTY-SEVEN

### COMPUTATION OF SALARIES AND BENEFITS

The parties agree that seniority and other rights and benefits such as vacation, for the purpose of this article, shall be deemed to have commenced from the last date of hire of the employee. Any interruption in service due to resignation, departure from the bargaining unit, unapproved leave of absence, absence without leave, and termination for cause breach of the employment responsibilities shall constitute a break in service.

## ARTICLE TWENTY-EIGHT

### MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves onto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States. Including, but limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities, which the Employer has not expressly modified or restricted by a specific provision of this agreement;

2. The right to establish and administer policies and procedures related to personnel matters, departmental activities; employee training, departmental and work unit operational functions, performance of services, and maintenance of the facilities and equipment of the employer;
3. To reprimand, suspend, discharge or otherwise discipline employees;
4. To hire, promote, transfer, assign, reassign, layoff and recall employees to work;
5. To determine the number of employees and the duties to be performed, as defined in the Sheriff's Office Written Directive System;
6. To maintain the efficiency of employees in the performance of their duties as defined in the Sheriff's Office Written Directive System;
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Employer;
8. To determine the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
9. To subcontract for any existing or future service as determined necessary by the employer, however, no New Jersey Civil Service Commission job classification shall be eliminated by such action;
10. To make or change Employer rules, regulations, policies and resolutions consistent with the specific terms and provision of this agreement;
11. And otherwise to generally manage the affairs of the Employer, attain and maintain full operating efficiency and productivity and to direct the work force.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, shall only be limited by the language of this clause; and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated.

C. In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any managerial rights.

## ARTICLE TWENTY - NINE

### PRODUCTIVITY

The parties agree that during the term of this agreement the bargaining agent and members of the bargaining unit will cooperate with the Employer in any productivity programs initiated by the Employer. The Employer has the right to develop productivity programs and to implement those programs during the term of this agreement. Any employee who refuses to cooperate with productivity programs or refuses to assist in the

implementation of productivity programs shall be subject to any disciplinary procedures deemed appropriate by the Employer. The bargaining agent shall be informed of the agency sponsoring such programs and shall be provided with copies of such programs prior to their implementation. No New Jersey Civil Service Commission job classification shall be eliminated by a productivity program.

## ARTICLE THIRTY

### MEAL ALLOWANCE

Employees shall be entitled to payment for meals while traveling outside the tri county area (Salem, Gloucester, Cumberland) on official county business. Payment shall consist of \$8.00 for breakfast, \$12.00 for lunch, and \$22.00 for dinner. Meal payment shall not apply to employees who are attending training sessions or conferences if meals are provided as part of the program.

## ARTICLE THIRTY - ONE

### OVERTIME

A. Overtime is defined as any hours worked at the discretion and authorization of an employee's supervisor beyond forty (40) hours of work in any work week or over eight (8) hours per day when not part of a regularly scheduled work day (sick leave, vacation leave, administrative leave and bereavement leave shall not count as time worked). The calendar week is defined as from midnight Sunday to midnight the following Sunday. All hours worked in order to be eligible for overtime calculation must be consecutive hours. No member of this bargaining unit is authorized at any time to permit overtime for any other member of this bargaining unit. The supervisor authorizing overtime must not be a part of this bargaining unit.

B. Compensation for overtime for wage roll employees shall be time and one-half times the employee's regular hourly compensation rate as follows:

1. All hours worked beyond forty (40) hours in the standard workweek if and when the employee is ordered to work by the department head.

2. Hours worked on an official holiday shall be compensated at time and one half in addition to the regular day's pay for the holiday.

3. The first eight (8) hours of any shift worked on Sunday.

4. All hours worked on a regular scheduled day off.

C. Premium pay for overtime hours worked will be paid to wage roll employees at double time the regular hourly rate as follows:

1. Seventh consecutive day of the scheduled workweek.

2. Second shift of a double shift worked on Sundays and holidays.

D. To curb abuse of sick leave regulations, when an employee is scheduled to work a holiday and fails to report to work, he/she may be required by the Department head to provide a doctor's certificate, provided just cause is indicated. If a certificate is requested and not provided the individual shall not be eligible for holiday pay.

## ARTICLE THIRTY-TWO

### DEPARTMENTAL OPERATIONS

The parties agree that in accordance with the directive of the Sheriff the following matters will be resolved by the Sheriff as enumerated below:

1. Ammunition will be issued at least once each calendar year.
2. A rank system shall be established with the ranks of Corporal, Sergeant, Lieutenant and Captain in that order.
3. Automobile protection equipment including grids, screens and other protective devices will be incorporated in new vehicles and existing vehicles operated by Sheriffs Officers.
4. A job description shall be issued to each Sheriffs Officer.
5. The Sheriff shall establish in-service training on the following matters:
  - a. Firearms
  - b. Tactical matters
  - c. Narcotics
  - d. State Police Training Commission recommendations

## ARTICLE THIRTY-THREE

### BASE ANNUAL WAGES

A. The Parties agree that all personnel covered by this agreement who were employed on August 29, 2013, the date the parties entered into a successor agreement, shall receive the salary adjustment enumerated below. Any employee who leaves county service prior to the signature date of this agreement is not entitled to any benefits of the agreement including salary increases.

B. Effective January 1, 2013 the following step guide will be utilized for all employees in this Bargaining Unit. All steps on the 2012 Agreement (except Step Seven and Corporal) shall be maintained at current levels for 2013, 2014 and 2015 and shall be increased by 1.5% in 2016. Step 7 and Corporal shall be increased by 2% in each year of the contract with all salary provisions retroactive to August 1, 2013.

Employees shall progress through the guide on January 1<sup>st</sup>, 2013, 2014, 2015, and 2016 and shall not automatically progress through the guide after termination of this agreement, until such time as a new Collective Bargaining Agreement is ratified.

Step	Base Hourly Rate	Annual Rate	Base Hourly Rate	Annual Rate	Base Hourly Rate	Annual Rate	Base Hourly Rate	Annual Rate
Effective	August 1, 2013	2013	January 1, 2014	2014	January 1, 2015	2015	January 1, 2016	2016
Recruit	\$18.99	\$39,499.20	\$18.99	\$39,499.20	\$18.99	\$39,499.20	\$19.27	\$40,081.60
Graduate	\$19.61	\$40,788.80	\$19.61	\$40,788.80	\$19.61	\$40,788.80	\$19.90	\$41,392.00
Step 1 (1 year)	\$21.14	\$43,971.20	\$21.14	\$43,971.20	\$21.14	\$43,971.20	\$21.46	\$44,636.80
Step 2 (2 years)	\$23.28	\$48,422.40	\$23.28	\$48,422.40	\$23.28	\$48,422.40	\$23.63	\$49,150.40
Step 3 (3 years)	\$25.12	\$52,249.60	\$25.12	\$52,249.60	\$25.12	\$52,249.60	\$25.50	\$53,040.00
Step 4 (4 years)	\$26.96	\$56,076.80	\$26.96	\$56,076.80	\$26.96	\$56,076.80	\$27.36	\$56,908.80
Step 5 (5 years)	\$29.41	\$61,172.80	\$29.41	\$61,172.80	\$29.41	\$61,172.80	\$29.85	\$62,088.00
Step 6 (6 years)	\$32.17	\$66,913.60	\$32.17	\$66,913.60	\$32.17	\$66,913.60	\$32.65	\$67,912.00
Step 7 (7 years)	\$39.45	\$82,056.00	\$40.24	\$83,699.20	\$41.04	\$85,363.20	\$41.86	\$87,068.80
Corporal	\$40.57	\$84,386.00	\$41.38	\$86,070.40	\$42.20	\$87,776.00	\$43.04	\$89,523.20

\*Annual rates are for reference only

C. Upon hire all new recruits will be placed in the "recruit" step. They will move to the graduate step upon successful completion of the academy. Graduates will then move to Step 1 on January 1 of the year following their graduation from the academy. All other officers will move once per year annually on January 1<sup>st</sup> of each year of this Contract.

D. Effective no later than December 31<sup>st</sup>, 2006, all employees of the Bargaining Unit will have their pay period adjusted as necessary to end on the Thursday before payday. Employees affected by the change in pay periods will be able to use any of the voluntary options previously allowed by management for making the transition. It is understood that this does not include cashing out sick leave. See attached Memo from County Treasurer. The parties agree that paydays for employees covered by this contract shall be every other Thursday, as previously scheduled. All new and existing employees have the option of receiving their regular bi-weekly pay by direct deposit to their banking institution, free of charge, under the following circumstances:

- i. Any pay due will be returned to them with their last pay upon termination. Those employees who currently have one week's pay adjusted, will not need to have further pay withheld. Those employees, who currently do not have pay adjusted, will make arrangements through the Treasurer's Office.
- ii. The deposit must be for net pay only; special pays are not eligible for direct deposit at this time.
- iii. The employee must complete an authorization form with the Treasurer's Office and submit a voided check or deposit slip from their banking institution.

## ARTICLE THIRTY - FOUR

### PROMOTIONS

Personnel who requested promotional opportunities shall be recommended by the Sheriff and approved by the Board of Chosen Freeholders of the County of Salem. Promotional consideration will include skill and ability to perform the work, affirmative action, seniority, prior experience, and rapport with personnel, ability to exercise command.

In all cases, decisions regarding promotions shall rest solely with the Sheriff and the Board of Chosen Freeholders of the County of Salem and decision on promotions shall not be subject to the grievance procedure of this agreement. The decision of the Board shall be final and binding.

## ARTICLE THIRTY-FIVE

### STATUTORY PROTECTION

This contract in no way supersedes the statutory or Constitutional duties and obligations of the Offices of the Sheriff, County Clerk or Surrogate and is to be so interpreted.

## ARTICLE THIRTY-SIX

### CALL- IN TIME

If an employee is called in by his/her supervisor to perform work beyond the regularly scheduled work day for that employee as established by the Employee's supervisor and the employee is called from home to return to work, and physically returns to the work place to perform a duty assignment, the employee shall be guaranteed four (4) hours work at time and one-half compensation.

## ARTICLE THIRTY-SEVEN

### OVERTIME SCHEDULE POSTING

The parties agree that the Sheriff or his designee shall post on a monthly basis an overtime roster. This roster shall be composed of all Sheriffs Officers by order of seniority in the position of Sheriffs Officer. All officers who accept, refuse or who are ordered to assume overtime shall have action noted on the roster. The roster shall operate on a rotational basis with the most senior officer first. Any Sheriffs Officer on any type of leave whatsoever shall be ineligible for overtime. Personnel on leave shall be so designated on the roster.

## ARTICLE THIRTY-EIGHT

### SHIFTS

A. The parties agree on the following work hour shifts:

0600 hrs to 1400 hrs (6:00 a.m. to 2:00 p.m.)

0730 hrs to 1530 hrs (7:30 a.m. to 3:30 p.m.)

0830 hrs to 1630 hrs (8:30 a.m. to 4:30 p.m.)

1200 hrs to 2000 hrs (12:00 p.m. to 8:00 p.m.)

1400 hrs to 2200 hrs (2:00 p.m. to 10:00 p.m.)

B. The Sheriff shall determine, based on operational needs, the number and officers to be



assigned to each of the foregoing shifts. If operational needs dictate that more or less officers are needed on a daily basis to cover any such shift, it will be the prerogative of the Sheriff or his designee to assign personnel.

C. Officers placed on the 1400 hr. to 2200 hr. shift shall be placed on said shift for a minimum of one (1) week. The Sheriff reserves the right to remove an officer/officers for non-productivity in accordance with managerial rights.

D. There shall be no monetary shift differential.

## **ARTICLE THIRTY-NINE**

### **UNIFORM MAINTENANCE**

The parties agree that the personnel covered by this agreement will be paid a Five hundred fifty dollars (\$550.00) uniform allowance, which shall be due and payable on or about December 15 of each year of the contract. The clothing allowance shall be paid to all personnel covered by this agreement who are required to wear a uniform and maintain the uniform in accordance with the standards of the Sheriffs and superior officer's directions. No employee shall receive this uniform allowance unless they properly process the appropriate voucher and unless they are an employee of the Department for six (6) consecutive months prior to the payment date.

Personnel who have not completed six (6) consecutive months of service by the 15th day of December in a contract year shall receive the enumerated uniform allowance on a prorated basis within thirty (30) calendar days after the completion of these six (6) consecutive months of service. The-prorated payment shall not exceed one half of the full annual amount.

## **ARTICLE FORTY**

### **PERSONNEL INFORMATION**

Disclosure of Personnel Records Pursuant to N.J.S.A. 47:1A-10 the Open Public Records Act (OPRA) the Employer and Union agree that all personnel records of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent and in accordance with the provisions thereto. An employee shall have the right to inspect his or her own personnel records upon written request and upon twenty four (24) hours notice, at a mutually convenient time as set by the Personnel Department of the Clerk of the Board's Office. Each employee will have the right to receive a copy of any document that is to be placed in the employee's personnel file. The employee may attach a response to such document, as may the County, and the employee must initial the document to signify that the employee has received the document.

Disciplinary Records. All disciplinary records on employees will be kept in the confidential Personnel Department of the Office of the Clerk of the Board. Each employee will

receive a copy of any documents critical of the employee or the employee's job performance and will be required to sign such documents, which is to be placed in his or her personnel file. The employee's signature will not signify agreement with discipline; it will acknowledge their awareness of the matter being addressed. The employee may, at his or her option, submit a written response to such document, which shall be included with the document in the employee's file.

## ARTICLE FORTY-ONE

### MISCELLANEOUS PAID LEAVES

A. Bereavement Leave. Full-time employees shall be allowed up to three days off for each incident, without loss of pay, upon the death of a member of the employee's immediate family in order to attend services or visit with family. For purposes of this Section, "immediate family" shall be defined as an employee's spouse, child, legal ward, foster child, father, mother, legal guardian brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household on a full time basis. Additionally, one day off is permitted each full-time employee for a death of an extended member of the family which includes aunt, uncle, son-in-law, and daughter-in-law, brother-in-law, sister-in-law, niece, nephew, grandchild, grandfather or grandmother Bereavement leave must be taken within three working days of the funeral or memorial service. Upon request by the employee's immediate supervisor, the employee may be required to show evidence of relationship with the deceased. In any instance where a bargaining unit member must travel in excess of 200 miles one way, that member shall be granted an additional bereavement leave day.

B. Jury Duty. Full-time employees shall be granted necessary time off without loss of pay when he is summoned and performs jury duty during working hours, as prescribed by applicable law. An employee who serves more than one half day on Jury Duty shall not be required to perform their regular work that day; however if the employee is excused from jury duty and serves less than one half day, they are required to report for work, unless excused by their immediate supervisor. To the extent possible, the supervisor of a shift worker who is called for jury duty shall rearrange the work schedule to permit the employee to work on the day shift, with out loss of pay, for the duration of the trial. The employee shall be required to turn over to the County any per diem fee received for jury duty in such cases, in exchange for his or her regular rate. Employees will be responsible for notifying management as soon as possible if they are scheduled for jury duty.

C. Military Leave. To be in accordance with County Policy as adopted or amended from time to time.

## **ARTICLE FORTY-TWO**

### **TUITION**

Any Sheriff's Officer who attends a course that pertains to his job in the Sheriff's Department, on his off-duty time, shall be reimbursed for his textbooks, and tuition upon successful completion of the course. Courses must be approved in advance by the employer. The Employer will be given a transcript of grades after completion of the course. If the transcript reveals a failing grade, the applicant will not be reimbursed for the course. No more than four (4) courses per calendar year shall be reimbursed.

## **ARTICLE FORTY-THREE**

### **CELL PHONE**

Cell Phones will be provided in the Sheriff's Officer's Vehicles as determined by the Sheriff in accordance with County Policy for use on County Business.

## **ARTICLE FORTY-FOUR**

### **NON-DISCRIMINATION**

Non-Discrimination. The parties agree that there will be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, national origin, physical handicap, mental handicap, Union membership or activity, or family relationship (in accordance with the definition of "immediate family"), in promotion, transfer, or any other conditions and privileges of employment.

Respect and Dignity. The County and Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of or by an employee is inappropriate and will not be tolerated. Harassment will be grounds for disciplinary action up to and including termination.

Use of Pronoun. The use of the word "he" throughout this contract applies to both male and female employees and is being used as a matter of convenience.

**ARTICLE FORTY-FIVE**  
**DURATION**

The parties agree that this contract shall be effective January 1, 2013 and that it shall remain in full force and effect until December 31, 2016 or until a successor agreement is reached. The parties may, at their discretion, in writing, extend this contract for any term mutually agreeable between the parties.

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
MARIO P. FUCCI, PRESIDENT

Date: 11/25/13

**FOR THE COUNTY OF SALEM:**

  
\_\_\_\_\_  
CHARLES M. MILLER III, SHERIFF


Date: 11/25/13

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
SIEGFRIED KREUSEL, VICE PRESIDENT


Date: 11/25/2013

**FOR THE FUNDING AGENT:**

  
\_\_\_\_\_  
JULIE ACTON, DIRECTOR  
SALEM COUNTY BD. OF CHOSEN  
FREEHOLDERS

Date: 11/25/13

**ATTEST:**

  
\_\_\_\_\_  
EVERN FORD, COUNTY ADMIN. 11/25/13

TA-NESHIA V HARRIS  
Notary Public  
State of New Jersey  
My Commission Expires Apr 2, 2018