

COLLECTIVE BARGAINING CONTRACT AGREEMENT

BETWEEN

**SALEM COUNTY SUPERIOR CORRECTION OFFICERS
ASSOCIATION**

AND

**THE SALEM COUNTY
BOARD OF CHOSEN FREEHOLDERS**

January 1st, 2013 to December 31st, 2016

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>TITLE OF ARTICLE</u>	<u>PAGE</u>
1	PREAMBLE	4
2	RECOGNITION	4
3	PAYROLL DEDUCTION OF SALEM COUNTY SUPERIOR CORRECTION OFFICERS ASSOCIATION DUES	4
4	MANAGEMENT RIGHTS	6
5	NON-DISCRIMINATION	7
6	WORK CONTINUITY CLAUSE	7
7	SEVERIBILITY CLAUSE	8
8	PRODUCTIVITY CLAUSE	9
9	WORK PERFORMANCE	9
10	FULLY BARGAINED CLAUSE	9
11	PERFORMANCE EVALUATION	10
12	SENIORITY	10
13	INSURANCE COVERAGE-HEALTH BENEFITS	11
14	HOLIDAYS AND ADMINISTRATIVE DAYS	12
15	SICK LEAVE	14
16	VACATION	16
17	COUNTY RESIDENCY	18
18	RETIREE BENEFITS	18
19	UNUSED SICK LEAVE AT RETIREMENT	18
20	AUTOMOBILE UTILIZATION	19
21	BASE WAGES	21
22	CAPTAINS' SCHEDULE AND WAIVER OF OVERTIME	22
23	LEAVES OF ABSENCE	23

24	OTHER LEAVES	24
25	OVERTIME	25
26	SHIFT COMMANDERS' SHIFT	
	BRIEFING TIME	27
27	GRIEVANCE PROCEDURE	28
28	UNION LEAVE	30
29	WORKMAN'S COMPENSATION,	
	SAFETY & HEALTH	30
30	BULLETIN BOARDS	31
31	UNIFORMS	31
32	CLOTHING ALLOWANCE	33
33	LIAISON CONCERNS	33
34	LIAISON COMMITTEE	34
35	RESIGNATIONS	34
36	SUPERVISORY CONFLICTS	34
37	CONTINUATION OF BENEFITS	35
38	JOINT HEALTH CARE COMMITTEE	35
39	PERSONNEL RECORDS	35
40	MILITARY LEAVE	36
41	DURATION	36
42	CALL IN TIME	36
43	POLICY AND PROCEDURE MANUAL	37

ARTICLE 1

PREAMBLE

THIS AGREEMENT, entered into by the Salem County Board of Chosen Freeholders, referred to as the "Employer," and the Salem County Superior Correction Officers Association, hereinafter referred to as the "Representative", have as its purpose the promotion of harmonious relations between the Employer and the Representative and the employees in the bargaining unit: the establishment of an equitable and amicable procedure for the resolution of grievances; and the establishment of rates of pay, hours of work, and other conditions of employment described herein. 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 2

RECOGNITION

The Employer recognizes the Representative as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment described herein for all full-time, permanent and provisional County Correction Superior Officers of Salem County. Excluding managerial executives, supervisory personnel, confidential employees, craft employees, professional employees, and any other employees represented in the collective bargaining unit currently recognized by the Board of Chosen Freeholders.

ARTICLE 3

PAYROLL DEDUCTION OF

SALEM COUNTY SUPERIOR CORRECTION OFFICERS ASSOCIATION DUES

The Employer agrees to deduct monthly membership dues payable to the Salem County Superior Correction Officers Association, from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to

the Employer by the Treasurer of the Salem County Superior Correction Officers Association, together with a list of the names of all employees for whom the deductions are to be made and where the deposit shall be made.

Upon receiving the written voluntary authorization and assignment of an employee covered by this agreement (in the form agreed upon between the Employer and the bargaining agent and consistent with applicable law), the Employer agrees to deduct from every two weeks pay, membership dues in such amounts as shall be fixed pursuant to the by-laws and constitution of the bargaining agent during the full term of this agreement and any extensions or renewals thereof. Except that no deduction shall be made for the third pay period in any month. The employer shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the bargaining agent.

If during the life of this agreement, there shall be any change in the rate of membership dues, the bargaining agent shall furnish to the Employer written notice, thirty (30) days prior to the effective date of such change.

Any written designation to terminate the deduction of Salem County Superior Correction Officers Association dues and the filing of such notice of withdrawal shall be effective to all deductions on the first pay period next succeeding the date on which the notice or withdrawal is filed.

The bargaining agent will provide the necessary check-off authorization forms and deliver the signed form to the County Treasurer or his/her designee. The bargaining agent shall indemnify, defend and save harmless the Employer and the County against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the bargaining agent to the Employer.

The Personnel Office of the Clerk of the Board will notify the Treasurer of the bargaining unit within thirty (30) days of hire of all employees, their address, birth date, classification, rate of pay and all removals from the Employer's payroll.

ARTICLE 4

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and the Constitution of the State of New Jersey and of the United States. Including, but without 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 special 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 Correction Officers' Manual of Duties;

6. To maintain the efficiency of employees in the performance of their duties as defined in the Correction Officers' Manual of Duties;

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 provisions 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 recognized that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers that the Employer cannot bargain away or eliminate any of its managerial rights.

ARTICLE 5

NON-DISCRIMINATION

Non-Discrimination. The parties agree that there will be no discrimination or favoritism for any protected class including gender, age, nationality, race, religion, marital status, national origin, citizenship status, military status, physical handicap, mental handicap, sexual orientation, Union membership or activity, or family relationship (in accordance with the definition of "immediate family" in Article 15), 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.

ARTICLE 6

WORK CONTINUITY CLAUSE

A. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and functions are 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, nor 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 in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppages, 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, slow down 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 out 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 the termination of employment by the Employer.

ARTICLE 7

SEVERABILITY CLAUSE

If any part, clause, portion or article of this agreement 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. In the event that any provision of this agreement is deemed illegal the parties shall meet and renegotiate the said provision within the confines of the law as soon as possible.

ARTICLE 8

PRODUCTIVITY CLAUSE

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 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 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.

ARTICLE 9

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 the Correction Officer's Manual.

ARTICLE 10

FULLY BARGAINED CLAUSE

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable 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.

ARTICLE 11

PERFORMANCE EVALUATION

The Employer reserves the right to conduct performance evaluations of all personnel covered by this agreement. Performance evaluations will be conducted by each member's immediate supervisor whose evaluation will be consistent with the applicable policy and procedures manual. A copy of the policy and procedures manual will be made available for inspection by all employees.

ARTICLE 12

SENIORITY

A. A Seniority list will be developed and posted within thirty (30) days of this Agreement and shall be presumed to be accurate unless a question is raised by an individual, or the Bargaining Unit on behalf of an individual, within ten (10) calendar days of the posting.

B. Seniority for the purpose of bidding for vacancies on shift assignments and post positions, is defined by the date of certification within title as determined by the New Jersey Civil Service Commission.

C. Any employee may exercise seniority to bid for vacancies on assignments and post-positions provided that the Employer's criteria for qualifications are met. The Employer's criteria for qualifications include the Employee's entire personnel record. The Employer will post any criteria. Seniority will be a consideration for selection. All vacancies and post-positions will be posted for ten (10) days prior to selection.

D. Seniority is defined as an employee's total length of continuous, unbroken service with the Employer, beginning with the date of permanent appointment in the New Jersey Civil Service Commission classification system.

E. The Employer shall maintain an accurate, up to date seniority roster showing each employee's date of permanent appointment, classifications and pay rate, and shall furnish copies of same to the representative upon request.

F. Unless New Jersey Civil Service Commission statutes or rules otherwise require, in cases of promotion, demotion, the setting of vacation schedules, and the assignment to interdepartmental postings within the facility a permanent New Jersey Civil Service Commission employee with the greatest amount of seniority in the work classification affected shall be given

preference, provided that any decision as the employee's ability to perform the work shall remain the exclusive province of management and shall be exercised at the sole discretion of the Board of Chosen Freeholders.

G. Service shall be considered broken if an employee:

1. Should resign his position.
2. Should retire.
3. Should suffer a validated dismissal.
4. Should request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.
5. Should be absent without leave for more than five (5) consecutive days.
6. Should be laid off for more than three (3) months.

ARTICLE 13

INSURANCE COVERAGE-HEALTH BENEFITS

A. **Medical Benefits**-The Employer shall continue to provide medical insurance for full time employees through the State Health Benefits Program. Employees will be required to make health benefit contributions for their selected medical plan if 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. The County has the right to change and select a new health benefits provider or to self-insure so long as the benefits are substantially the same. 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 seven (\$7.00) dollars for generic drugs and twenty-five (\$25.00) dollars for brand name drugs.

D. **Optical Plan** – This benefit was eliminated effective January 1st, 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 re-marries 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.

H. **Dental Plan**-All full time personnel covered by this agreement 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.

ARTICLE 14

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 Year's Day
2. Martin Luther King's Birthday (3rd Monday in January)
3. Presidents' Day
4. Good Friday

5. Memorial Day (4th 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 (Day after Thanksgiving)
13. Christmas Day
14. Such holidays as the Employer may legally deem appropriate for all

employees.

B. The holidays designated above which officially fall on a Sunday shall be celebrated on the following Monday. Holidays designated above which fall on a Saturday will be celebrated on the preceding Friday, except that in the case of employees who work weekends, the holidays shall be observed on the actual day.

C. Whenever a holiday as enumerated above in this Article is decreed to be a normal workday by the Employer, an 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. A holiday shall be defined as follows: a twenty-four (24) hour period from 6:00 p.m. prior to the holiday until 6:00 p.m. on the actual holiday for Sergeants assigned to a twelve hour shift; and a twenty-four (24) hour period from 7:00 p.m. prior to the holiday until 7:00 p.m. on the actual holiday for all other Sergeants and Superior Officers. All hours worked between these specified times shall be considered as Holiday Hours. Any work schedule that is commenced prior to, or which extends past this specific parameters set forth herein, shall be considered as regular hours, unless determined to be overtime or double-time hours as defined elsewhere in this agreement.

E. Administrative Leave. New employees shall be eligible for eight (8) hours of administrative leave after each six (6) months of service. After completion of one (1) full calendar year of service as a County employee, thirty-two (32) hours administrative leave, with pay, per year may be granted each employee at his/her request upon approval by the

Departmental Head. The employee becomes eligible for the above leave benefit on the January 1st after he/she has completed one (1) full year of service. Except in emergency situations, forty-eight (48) hours' prior notice of such request must be given to the immediate supervisor. Administrative leave must be taken in four (4) hour increments during the calendar year in which it is earned and it shall not be accumulative or carried over into the next calendar year.

F. If a Superior Correction Officer takes off work on a recognized holiday, he/she must work the scheduled day of work immediately before and the scheduled day of work immediately after the holiday. Failure to work the day before and the day after a holiday will eliminate holiday pay for the employee involved, except where approval has been received from the Warden, not to work the day before or the day after a holiday.

ARTICLE 15

SICK LEAVE

A) Sick leave is defined as the absence from duty of an employee who because of personal illness or disability is unable to perform the usual duties of his/her position; exposure to contagious disease; a short period of emergency attendance upon a member of the immediate family who is 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) Full-time provisional and permanent New Jersey Civil Service Commission employees shall be entitled to the following sick leave with pay.

1) Eight (8) hours of sick leave with pay for each month of service from the date of appointment up to and including December 31 following such date of appointment, and one hundred twenty (120) hours sick leave with pay for each calendar year thereafter. However if the Employee does not work the full year, same shall be adjusted and a refund required. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused sick leave shall accumulate to his/her credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when it is needed by the employee. Sick leave may be taken in whole day, half day or hourly increments.

C) If an employee is absent for three (3) or more consecutive working days, for any reason set forth in the above, or for any other reason where sick leave is requested, the employer may require acceptable evidence of utilization of the leave. The nature of the illness shall be stated on any doctor's certificate unless it is confidential between the doctor and the patient.

D) The employer 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.

E) 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/her immediate supervisor. This request must be accompanied by a physician's signed statement describing the sick leave and giving reasons for the sick leave and anticipated duration of the incapacity (unless the nature of the illness is confidential between the doctor and the patient).

F) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the local Department of Health, or upon reasonable proof as the employer may require.

G) In accumulating sick leave due, the total used continuous unbroken service in classified New Jersey Civil Service Commission positions with the employer shall be considered less any sick leave actually utilized.

H) Call-Offs: An employee who does not expect to report for work because of personal illness, or for reasons herein above defined as sick leave, shall notify his/her immediate supervisor, by telephone or by personal message before the scheduled beginning of his/her tour of duty. The amount of notice (ie call out time) a supervisor is required to give his immediate supervisor is governed by the Salem County Correctional Facility Standard Operating Procedures.

I) The attendance verification policy in effect for the Correctional Facility will govern the consequences for abusing sick leave.

J) For personnel assigned to a twelve (12) hour work shift, sick leave shall be converted to its hourly equivalent (i.e. one (1) day of sick leave shall require (12) hours of accrued sick time). Therefore, personnel assigned to a twelve (12) hour work shift must utilize sick time at the rate

of one and one-half (1-½) days of accumulated sick leave for each workday missed in accordance with the provisions set forth in this article.

K) Sick Leave Incentive—Individual Attendance Bonus'

1) The following individual attendance bonus shall be based on attendance from January 1 - December 31 of each year and shall be paid on or before January 31st of the following year.

- a) Perfect attendance - 3% of base salary
- b) One (1) hour to forty-eight (48) hours of sick leave used - 2% of base salary.

ARTICLE 16

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 Warden, at his discretion, in four (4) hour increments.

1. For each full month from date of hire up to and including the last day of December following such date of hire - eight (8) hours per month for each month actually worked.

2. Beginning January 1st following the employee's initial hiring date through sixty (60) consecutive calendar months -ninety six (96) hours per year.

3. Beginning with the first day of the sixth calendar year to the last day of the twelfth calendar year - one hundred twenty hours (120) per year.

4. Beginning with the first day of the thirteenth calendar year to the last day of the twentieth calendar year - one hundred sixty (160) hours per year.

5. Beginning with the first day of the twenty-first calendar year and for all years accumulated thereafter - two hundred (200) hours per year.

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

D. 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 Carry-over	Vacation Eligible to Allowed to Accumulate	Maximum Vacation
<u>2 but less than 15</u>	<u>Ten Days</u>	<u>Ten Days</u>
15 but less than 20	Ten Days	Fifteen Days
20 or more	Ten Days	Twenty Days

E. 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.

F. Requests to carry over 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.

G. For the purposes of utilization of vacation leave for personnel assigned to a twelve (12) hour work shift, vacation leave shall be converted to its hourly equivalent (i.e., one (1) day of vacation leave shall require twelve (12) hours of earned vacation time). Therefore, personnel assigned to a twelve (12) hour work shift must utilize vacation leave at the rate of one and one-half (1-½ days) of accumulated vacation time for each day of granted vacation leave.

H. Vacation-Requests for vacation leaves of three (3) days or less must be submitted in writing to the Warden or his designee a minimum of forty-eight (48) hours in advance of said leave dates. Requests for vacation leaves for more than three (3) days must be submitted to the Warden or his designee a minimum of five (5) days in advance of said leave dates. Requests for so-called emergency vacation leaves shall only be considered for approval upon verification of the emergency being provided to the Warden or his designees. If verification of the emergency

is not provided, the employee will not be paid for the day(s) they were absent and he/she may be subject to disciplinary action under the Disciplinary Code.

I. The employee agrees to notify their shift supervisor before the start of the shift for any emergency request, so that the affected shift has adequate coverage.

ARTICLE 17
COUNTY RESIDENCY

Employees shall not be required to maintain County residency after completion of one year of service as a Correctional Officer in the Salem County Correctional Facility. However, employees must live within a reasonable distance of the Correctional Facility and must maintain residency within the State of New Jersey at all times.

ARTICLE 18
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 (PFRS) or the Public Employees Retirement System (PERS) and meets at least one of the following requirements:

- (a) Retirement on a disability pension; or

- (b) Retirement with 25 years or more of service credit in a state or locally-administered retirement system and at least 15 years of service with the County of Salem; or

- (c) Retirement at age 62 or older with at least 15 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 coverage, referenced in the preceding sentence, changes after retirement the retired employee shall be responsible for any additional cost or premium. Coverage for any surviving spouse or dependants 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 19

UNUSED SICK LEAVE AT RETIREMENT

A. 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 percent (50%) of their unused accrued sick leave at the date of retirement, as full payment thereof. The sick leave utilized for purpose of calculation of eligibility will be sick leave accrued as an employee of the employer.

B. 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 \$15,000.00.

C. Employees who remain in County service to fill a position but who leave the 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 20

AUTOMOBILE UTILIZATION

A. Employees who are specifically requested and authorized to use their personal vehicle for authorized County business will be compensated at the applicable IRS rate per mile, or the rate provided under the County policy, whichever is higher, except in those instances where the exact 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 paid a flat rate of three (\$3.00) Dollars 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 automobiles. Salem County will reimburse those employees utilizing their personal cars on County business up to One Hundred (\$100.00) Dollars to compensate for the increased premium they become subject to because of this usage. The employee 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 reason. 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 the 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.

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 names, addresses and phone numbers of any other drivers involved along

with the license number of other vehicles, the driver's license numbers of other drivers 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 21

BASE WAGES

A. The parties agree that all personnel covered by this agreement who were employed on the signature date of this agreement shall receive the salary adjustment enumerated in the salary guide presented below. The parties agree that all personnel covered by this agreement who were employed on the signature date of this agreement shall receive the salary adjustment enumerated in the salary guide presented below. Additionally, all such employees will be brought up to the new salary guide as of the signing of this agreement, and will receive increases in accordance with the guide on January 1, 2014, January 1, 2015, and January 1, 2016. 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.

TITLE	2013	2014	2015	2016
Sergeant Hourly	\$ 39.80	\$ 40.60	\$ 41.41	\$ 42.24
Lieutenant Hourly	\$ 45.00	\$ 45.90	\$ 46.82	\$ 47.76
Captain Annual	\$ 96,720.00	\$ 98,654.40	\$ 100,627.49	\$ 102,640.04

B. The parties agree that all personnel covered by this agreement who were employed on the signature date of this agreement shall receive the salary adjustment enumerated in the salary guide presented above.

C. The parties agree that Sunday Premium overtime pay will be removed as of the signing of the contract.

D. In 2013, a 2% increase will be retroactive to July 1, 2013. The remaining percent increases will be effective upon signing of the contract.

E. Fair Labor Standards Act (F.L.S.A.) - It is acknowledged that the County is required to comply with the provisions of the F.L.S.A. as they relate to employees covered by this agreement. Adjustments to wages are governed by the Treasury's Department's "Policy & Procedures for Wage Adjustments" which calls for errors in base wages of \$50.00 or more to be made in a timely manner/reasonable period of time. All other adjustments will be processed in the next pay period. Management reserves the exclusive right to amend and modify this policy and procedure as business needs dictated and will advise the union of any change thirty (30) days in advance.

F. 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. The deposit must be for net pay only; special pays are not eligible for direct deposit at this time.

ii. The employee must complete an authorization form with the Treasurer's Office and submit a voided check or deposit slip from their banking institution.

G. Any officer assigned to perform the duties of a rank higher than their own for more than 5 consecutive days shall receive out of title pay.

ARTICLE 22

CAPTAINS' SCHEDULE AND WAIVER OF OVERTIME

A. As of the signing of this agreement, any employee in the rank of Captain shall be classified as an exempt employee under Section 13(a)(1) of Fair Labor Standards Act and given the salary set forth in Article 21, Base Wages.

- B. Pursuant to Section 13(a)(1) of the Fair Labor Standards Act, an exempt employee is not entitled to any overtime and premium pay.
- C. All present and future employees attaining the rank of Captain shall not be entitled to overtime and premium pay set forth in this agreement.
- D. All Captains will be scheduled to work on an “as needed basis” and their schedules may be adjusted, by the use of a flexible time schedule, to accommodate the specific needs of the department.
- E. The Correctional Facility Administration will monitor the Captains’ work schedules to ensure that each employee is working the required hours in the best interest of the Sheriff’s Office and Correctional Facility.

ARTICLE 23

LEAVES OF ABSENCE

(General Rules)

A. A permanent employee holding a classified position, who is temporarily mentally or physically incapacitated to perform his duties pursuant to Title XI A 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 leaves of absence 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 return from such leave, or whether his 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 he/she be laid off and placed on a reemployment list, proper New Jersey Civil Service Commission procedures must be followed.

C. Requests for special leaves of absences must be submitted in writing, prior to the leave's effective date, to the extent possible, in order to insure adequate coverage is maintained on the shifts. The request will state the reason for the request, the date the leave is anticipated to begin and the probably date of return to duty.

D. The employer or their designee agrees to notify a shift supervisor of any employee who has requested an emergency vacation, bereavement or other leave time requested in order for the supervisor to insure that the affected shift has coverage prior to the start of the shift to the extent possible.

E. The employee agrees to notify their supervisor before the start of the shift for any emergency vacation, bereavement or other leave time requested, so that the affected shift has adequate coverage.

ARTICLE 24

OTHER LEAVES

A. **Bereavement Leave**-For attendance at a funeral because of the death of a member of the immediate family as defined as (1) a husband or wife, (2) son or daughter, (3) father or mother, (4) grandparent, (5) brother or sister, (6) father or mother in law, or (7) foster family member, an employee on the twelve hour shift may request up to thirty-six (36) hours on a twelve hour shift without loss of pay up to twenty four (24) hours on an eight hour shift of bereavement leave without loss of pay and an employee on an eight hour shift up to twenty four (24) hours. Bereavement leave for immediate family shall be three (3) consecutive workdays of leave, including the day of the services or funeral. For attendance at a funeral because of the death of an extended member of the family, as defined as aunt, uncle, niece, nephew, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law an employee on any shift (eight hour or twelve hour) may request up to one (1) work day bereavement leave without loss of pay. Bereavement leave must be taken within 3 working days of the funeral or memorial service, except in extra-ordinary circumstances approved by the Warden or his designee.

B. **Jury Duty**-Full time employees shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty during working hours, as described by applicable law and New Jersey Civil Service Commission rules. 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 to work, unless excused by their supervisor. To the extent possible, the supervisor of a shift worker who is called for jury duty shall re-arrange the work schedule to permit the employee to work on the day shift, without loss of pay, for the duration of the jury service. Any employee who receives compensation for jury duty service shall turn over that compensation to the County in exchange for the employee's regular compensation during the actual days of jury duty service.

ARTICLE 25

OVERTIME

All non-exempt employees entitled to overtime pay:

(EIGHT-HOUR SHIFT OVERTIME)

A. Overtime for eight hour shift employee's is defined as any hours worked at the discretion and authorization of an employee's supervisor beyond forty (40) hours in any work week or over eight (8) hours in any workday when not part of a regularly scheduled workday (sick leave, vacation leave, administrative leave and bereavement leave shall not count as time worked – however for existing employees of this Correctional Facility prior to December 31st, 2008, vacation leave, administrative leave and bereavement leave shall be counted). The calendar week is defined as from midnight Sunday to midnight the following Sunday. 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. No employee may earn any overtime compensation unless the overtime compensation is specifically authorized prior to the time it is earned by the employee's appropriate supervisor except in cases of emergency. Payment for overtime worked shall not be unreasonably denied.

B. Compensation for overtime for 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. All hours worked on a regular scheduled day off.
4. Seventh consecutive complete day of work as scheduled within a workweek.

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

1. Any hours worked on a Holiday that are not part of a regular shift

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.

(TWELVE-HOUR SHIFT OVERTIME)

A. The work period for employees scheduled to work on the twelve (12) hour shifts shall, in accordance with the "Fair Labor Act, Section 207 (K), and 29 CFR Part 553.230, consist of a fourteen (14) day work period totaling not more than eighty-six (86) hours. The Employer agrees to compensate all hours worked in excess of eight-six (86) within the specified fourteen (14) day work period at the specified overtime rate.

B. Overtime shall be determined in accordance with the specific conditions outlined below. Overtime shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly pay rate. For the purpose of this Article, a calendar week shall be defined as beginning at midnight on Sunday and extending until midnight of the following Sunday.

C. Overtime hours shall be defined as any hours worked in accordance with the following:

1. All hours worked in excess of eighty-six (86) over the fourteen (14) day work period.
2. All hours worked beyond twelve (12) within any workday.
3. The first twelve (12) hours worked on an official holiday.
4. All hours worked on a regularly scheduled day off.
5. Seventh consecutive complete day of work as scheduled within a workweek.

D. Premium pay for overtime hours worked shall be compensated at the rate of two (2) times the employee's regular hourly pay rate. Premium pay shall apply to overtime hours in accordance with the following:

1. Any hours worked on a Holiday that are not part of a regular schedule.

Sick leave, vacation leave, administrative leave and bereavement leave shall not count as time worked for the purposes of counting towards overtime – however for existing employees of this Correctional Facility prior to December 31st, 2008, vacation leave, administrative leave and bereavement leave shall be counted.

ARTICLE 26

SHIFT COMMANDERS' SHIFT BRIEFING TIME

- A. Purpose. The purpose of the shift-briefing period is to inform the incoming Shift Commander of any pertinent information that occurred during the previous shift.
- B. The shift briefing period shall commence fifteen minutes (15 minutes) prior to the scheduled start of a Shift Commander's shift.
- C. The Shift Commander shall report to the facility fifteen (15) minutes prior to their scheduled shift to attend the Shift Briefing.
- D. The Shift Supervisor shall be compensated at their regular hourly rate for the fifteen (15) minute Briefing Period.

ARTICLE 27

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. Procedure

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.

3. Communications and decisions concerning formal grievances 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 entitle the Grievant to advance the matter to the next step.
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 for the work force or operations of any of the activities or functions of the employer.
8. Forms for grievance processing shall be developed between the parties and shall be mutually agreed by the parties and distributed on an as need basis by either party.
9. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
10. If either party violates the procedural aspects of this agreement, a procedural violation of the terms of the agreement shall constitute a bar to preventing 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 employee with reference to the application of or the meaning or interpretation of any provision of this 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 a reasonable period of time; to wit, fourteen (14) calendar days. At this level, a complaint or grievance need not be in writing.
2. **STEP TWO** - In the event any complaint or grievance of any employee cannot be resolved informally within fourteen (14) calendar days, a written grievance or

complaint shall be submitted to the Warden, who shall acknowledge its receipt and shall render a decision in writing five (5) days thereafter (excluding weekends and holidays).

3. **STEP THREE** - If the grievance still remains unresolved, it shall be presented by the employee 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 seven (7) days after the grievance is received by the Clerk of the Board of the date of the hearing. If a hearing is not deemed necessary, the employee will receive an answer to the grievance within ten (10) 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 or his/her representative will present notification of the intent to proceed to arbitration in writing to County Freeholder Board Clerk within thirty (30) calendar 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 he/she wishes an arbitration panel listing to be submitted to the County and to the grievant.

a. The arbitrator shall be appointed in accordance with the rules of the New Jersey Public Employment Relations Commission.

b. The arbitrator shall contact the parties individually and directly to set up a hearing date acceptable to both parties.

c. 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 any supplement thereto. The decision of the arbitrator shall be binding upon parties.

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

e. The cost for the service 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 same.

ARTICLE 28
UNION LEAVE

The parties agree that the members of the bargaining unit will be granted a maximum of one hundred forty four (144) hours per year to be utilized by any officer or member of the unit to perform union related business or duties. These days shall be aggregate one hundred forty four (144) hours with members on the twelve-hour shift having 12-hour days and members on the eight-hour shift have eight-hour days. Prior to taking this union leave, forty eight hours 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 not interrupt the work of the Correctional Facility of the Sheriff's Office. All union leave must be approved by the President of the Salem County Superior Correction Officers Association.

ARTICLE 29
WORKMAN'S COMPENSATION, SAFETY & HEALTH

A. When an employee is injured in the course of his/her employment and qualifies for workman's 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 Sheriff, the Warden and the President of the S.C.S.C.O.A. 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 at least twice a year to review conditions in general and to make advisory recommendations to all parties where and when appropriate.

ARTICLE 30

BULLETIN BOARDS

The 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 S.C.S.C.O.A. announcements. All material posted on this bulletin board must be S.C.S.C.O.A. business and the bulletin board can be used for no purpose other than employer/employee announcements.

ARTICLE 31

UNIFORMS

A. The Sheriff will provide an "Initial Issue" of uniforms that will consist of the "Basic Uniform" stipulated below to members of this bargaining unit during their initial ninety (90) day employment period.

B. The Sheriff will provide an "Initial Issue" of uniforms that will consist of the "Basic Supervisor Uniform" stipulated below to newly promoted members of this bargaining unit. Supervisor Uniforms will be provided only to permanent fulltime supervisors certified within their supervisory title. The basic supervisors uniforms shall be ordered and provided as soon as practicable to the individual's promotion date.

The "Basic Supervisor Uniform" shall consist of the following:

- a. Three (3) Short Sleeve Shirt;
- b. Three (3) Long Sleeve Shirt;
- c. One (1) Short Sleeve Polo Shirt
- d. One (1) Identification Wallet
- e. One (1) Department Badge
- f. One (1) Department Identification Card

C. Upon the successful completion of a ninety (90) day working test period, the following additional items will be issued:

One (1) "Class A" Uniform Consisting of:

- a. One (1) Long Sleeve Shirt;
- b. Two (2) Each Gold SCCF Collar Insignias
- c. One (1) Gold Department Tie Bar;
- d. One (1) Long Sleeve Polo Shirt.

D. All Corrections Supervisors shall receive a complete "Basic Supervisor Uniform" Issue for their first two (2) years of service as a supervisor in the Department.

E. Supervisors with two (2) or more years of service shall be required to request replacement of damaged or worn-out uniform items on an as needed basis.

F. At no time, during a calendar year, shall replacement items exceed the quantity or quality of items identified in the Basic Uniform Issue, including:

- a. One (1) Pair of Boots;
 - i. *Note: Authorized Shoes may be substituted for Boots upon production of proper documentation of a certified medical condition preventing a member from wearing the authorized boots.
- b. One (1) Belt;
- c. One Mock Turtleneck Dickey;
- d. Three (3) Pair of Trousers;
- e. One (1) Jacket.

G. All uniform items are the property of the Correctional Facility, the replacement of any uniform item shall be made on a one-for-one basis. All uniforms must be returned upon termination of employment with the Sheriff's Office.

ARTICLE 32

CLOTHING ALLOWANCE

A, The parties agree that personnel covered by this agreement will be paid a clothing allowance as follows:

1. \$250.00 shall be due and payable on or before December 17th of each year commencing November 17, 2010.

B. In the event that a Correction Officer is promoted into this Unit he or she shall receive a pro-rated amount of the total allowance.

ARTICLE 33

LIAISON CONCERNS

A. The parties agree that the Sheriff will make available an eating facility, a changing facility, details of internal security tactical deployment plans, access to weapons and security instruments maintained in the Correctional Facility arsenal and tactical training for Superior Correction officers. Use of the facilities will be permitted to employees of the Sheriff's Office of the County of Salem who are authorized to use these facilities by the Sheriff, his/her designee, and the Warden or superior officers.

B. The Sheriff's Office will make available lockers for the use of members of this bargaining unit and superior officers.

C. The Liaison Committee will make appropriate recommendations for the implementation of all programs and facilities enumerated above.

ARTICLE 34

LIAISON COMMITTEE

The Liaison Committee will make appropriate recommendations for the implementation of all programs and facilities.

A Liaison Committee composed of the Warden and/or the Deputy Warden and representatives of the S.C.S.C.O.A. will make recommendations concerning work rules and work place specific policies to the Sheriff. This committee can be used to discuss present or future contractual issues. Any recommendations from the liaison committee shall be made in writing to the Sheriff and are

advisory unless or until it is agreed to and ratified by all parties to this agreement. Issues such as grievance procedures, uniforms, records retention and disciplinary review procedures (including the eight (8) hour suspension ruling) are currently being evaluated.

ARTICLE 35

RESIGNATIONS

A. Notice. Employees who resign will give at least two weeks written notice, except in an emergency. The employer may consent to shorter notice if circumstances reasonable prevent the employee from giving the required notice.

ARTICLE 36

SUPERVISORY CONFLICTS

The union and the members of the bargaining unit agree that in accordance with the opinion of the Attorney General of the State of New Jersey and the New Jersey Employer - Employee Relations Act they will engage in no activities that would constitute a conflict of interest with their supervisory duties. The parties recognize that if employees initiate any conflict of interest with their supervisory duties, the Commission will take disciplinary action against any employees who undertake such activities.

ARTICLE 37

CONTINUATION OF BENEFITS

The parties agree that any benefit enjoyed by the employees at the time of the commencement date of this contract shall be continued in full force and effect at a level equal to or greater than that enjoyed as of December 31st, 2005, except as specifically changed by this Contract.

ARTICLE 38

JOINT HEALTH CARE COMMITTEE

Additionally, the County and Union agree to form a joint health care committee to increase education, awareness and contain costs of health care and insurance programs.

ARTICLE 39

PERSONNEL RECORDS

A) Disclosure of Personnel Records Pursuant to N.J.S. A. 47:1A-10 the Open Public Records Act (OPRA).

1) 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 of the employee 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.

B) Disciplinary Records.

1) All disciplinary records on employees will be kept in confidential files in the Correctional Facility with a copy in the Personnel Department of the Office of the Clerk of the Board. Each employee may request a copy of any documents critical of the employee or the employee's job performance and will be required to sign such documents, 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 40

MILITARY LEAVE

Employees of the County of Salem are covered by the Salem County Military Leave Policy adopted by the Salem County Board of Chosen Freeholder. This policy provides for the compensation and benefits of employees called to active duty as well as those who are called for

reserves. The County Policy conforms to the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U. S. C. 4301 et seq.

ARTICLE 41

DURATION

This agreement shall be full force and effect retroactive to the 1st day of January 2013 and shall remain in full force and effect until the 31st day of December 2016 subject to the right of each party to reopen negotiations as required by law. The parties agree to open negotiations on a new Contract six (6) months prior to the expiration date hereof.

ARTICLE 42

CALL IN TIME

If an employee is called in to assume duty beyond the regularly scheduled workday, the employee shall be compensated for three (3) hours at time and a half. Supervisors shall permit the employee to return home if there is no good cause for the employee to remain for the 3 hour minimum.

(a) An employee is "called in" when that employee is required by his/her supervisor or by the immediate necessity of the assignment, to assume active duty, without receiving at least twenty-four (24) hours notice in advance of said assignment.

ARTICLE 43

POLICY AND PROCEDURE MANUAL

The Association and the members thereof acknowledge receipt and review of the draft of the proposed County of Salem Policy and Procedure Manual. To the extent that the Association or the members thereof must consent to same, said consent is hereby given.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20
day of December, 2013.

FOR THE ASSOCIATION:

Jeff Mills
JEFFERY MILLS, PRESIDENT

Date: 12/20/13

FOR THE COUNTY OF SALEM:

Chuck Miller
CHUCK MILLER, SHERIFF

Date: 12/20/13

FOR THE ASSOCIATION:

Derek Emul
, VICE PRESIDENT

Date: 12-20-13

FOR THE FUNDING AGENT:

Julie Acton
JULIE ACTON, DIRECTOR
SALEM CO. BD. OF CHOSEN
FREEHOLDERS

Date: 12-23-13

ATTEST:

Evern D. Ford
EVERN FORD,
COUNTY ADMINISTRATOR

Ta-Neshia V Harris 12/23/3
37

