

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**POLICEMEN'S BENEVOLENT ASSOCIATION 400**  
**REPRESENTING THE**  
**CORRECTIONS OFFICERS OF SALEM COUNTY**  
**AND THE**  
**SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS**

**January 1, 2017 - December 31, 2020**

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## **ARTICLE 1**

### **PREAMBLE**

This agreement entered into by the Salem County Board of Chosen Freeholders, herein, referred to as the "Employer", and the Policemen's Benevolent Association Local #400 (PBA 400; the majority bargaining unit or the Union), 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**

- A. The Employer recognizes the Policemen's Benevolent Association 400 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 Officers of Salem County. Excluding County Correction Sergeants, Lieutenants, Captains, managerial executives, supervisory personnel, confidential employees, craft employees, professional employees, and any other employees represented by any other collective bargaining units currently recognized by the Board of Chosen Freeholders.
- B. For the purposes of this agreement the term Union shall be synonymous with the President or their designee. The President shall have the right to speak on behalf of the Union

in all matters and/or his or her designee pursuant to New Jersey Law.

- C. The parties to this contract agree that they shall not enter into any agreement or contract or negotiations with any one individual or group of individuals regarding the terms and conditions of this agreement. The parties further agree that any such extra contractual agreement(s) shall be null and void.
- D. The Union shall be allowed to conduct normal business meetings on County property, provided that space is available and is kept clean and free from damage. Requests are to be made and approved at least one week in advance of the proposed date.
- E. The Employer will use its best effort to secure office space in the correctional facility for the use of the PBA 400. The PBA 400 shall pay all costs associated with furnishing this office. The PBA 400 shall be able to have a locked file cabinet in a space designated by the Warden if office space is not available.

### **ARTICLE 3**

#### **PAYROLL DEDUCTION OF PBA 400 DUES**

- A.** The Employer agrees to deduct monthly membership dues payable to the PBA 400, 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 PBA 400, 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. As a matter of cost savings the list of names may be sent to the Union's email, interoffice email, or interoffice mail to the President. The deposit of the dues shall be sent via wire transfer to the bank account chosen by the PBA 400. The PBA 400 shall provide bank and account information needed to

complete such a transfer. In the event that a wire transfer cannot be completed then the County Treasurer Office shall notify the Union and a check shall be sent.

- B.** 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.
- C.** 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.
- D.** Any written designation to terminate the deduction of PBA 400 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.
- E.** 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.
- F.** The Personnel Office or the Clerk of the Board's Office 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 removals from the Employer's payroll.

**G. Representation Fee**

1. If any employee subject to this Collective Bargaining Agreement does not become a member of the PBA 400, said employee will be required to pay a Representation Fee to the PBA 400. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the PBA 400 as majority representative.

2. Amount of Fee

a. The representation fee to be paid by non-members will be determined each year by the PBA 400 in accordance with the applicable law and shall not exceed eighty-five percent (85%) of the amount paid by members.

3. Deduction and Transmission of Fee

a. The PBA 400 will notify the County, in writing, of any employees who are non-members of the PBA 400 along with the representation fee to be paid by non-members. The County will deduct from the salaries of such employees, in accordance with paragraph b. below, the full amount of representation fee and promptly transmit the amount so deducted to the PBA 400

b. The County will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to such employee of the aforesaid list. The deductions will begin with the first paycheck paid:

i. Ten (10) days after receipt of the aforesaid list by the County; or

ii. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, in which deductions will begin with the first paycheck paid ten (10)

days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA 400 will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA 400
5. The PBA 400 will notify the County, in writing, of any changes in the list provided for in paragraph 3. Above, and/or the amount of representation fee and such changes will be reflected in any deduction made more than ten (10) days after the County receives said notice.

**H. Indemnification and save harmless provision**

1. The PBA 400 agrees to indemnify and hold the County harmless against any liability which may arise by reason of any action taken by the County in complying with the provisions of this Article provided that:
  - a. The County gives the PBA 400 timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph;
  - b. It is expressly understood that paragraph 1a. Will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the County.

## 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 for just cause;
  4. To hire, promote, transfer, assign, reassign, layoff and recall employees to work in accordance with New Jersey Civil Service guidelines;
  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 or 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 make or change Employer rules, regulations, policies, and resolutions consistent with the specific terms and provisions of this agreement.

10. 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

### EMPLOYEE RIGHTS

A. Proposed new rules, regulations, policies or modifications to existing rules, regulations, or policies, affecting terms, conditions of employment, or safety shall be furnished to president or designee via e-mail (wherever practicable) for review and comment with the Union prior to formal adoption and implementation by the County (If the change is due to an emergent situation this provision shall be relaxed). The Union must respond within 10 business days of receipt. During that review period the policy will not be in effect. The union will acknowledge receipt and review of new policies,

rules, regulations and procedures. After the 10 day review period the policy may be implemented.

- B.** The Union shall be able to use in house Correctional Facility E-mail and interdepartmental mail to notify members of meetings, postings, send out mass messages, and to contact union members.
- C.** The County will provide the Association with the Notification of Allegations Form sent to the employee; copies of the charges and specifications when issued; notification of when employee interviews and hearing shall take place, except as provided by Attorney General Guidelines concerning internal affairs investigations; and the final disposition of the charges as set forth in the Memorandum of Agreement reached at PERC dated August 1, 2012.
- D.** The Attorney General guidelines for internal affairs investigation shall be applied and followed by the Salem County Sheriff's Department.
- E.** The County agrees to keep all medical files and requests for medical accommodations or leaves confidential. Any leak or communications observed by union membership concerning any privileged medical information will be immediately investigated by the County. Information shall only be disclosed on a need to know basis pursuant to The Health Insurance Portability and Accountability Act (HIPAA).
- F.** The County agrees to keep all internal affairs matter and employee discipline as confidential as possible, subject to State and Federal law.
- G.** For the purposes of discovery and in connection with the defense of disciplinary charges or unfair practice charges, the Union shall have reasonable access to camera recorded information, reports, time logs, statements, and all other evidence related to a claim in compliance with the State and Federal Law.

**H. Employee Breaks-** As operationally feasible unless unforeseen circumstances dictate otherwise

1. For Employees working sixteen (16) hour shifts, they shall receive 135 minutes in break time during a shift at the time relief is provided.
2. For Employees working twelve (12) hour shifts, they shall receive 90 minutes in break time during a shift at the time relief is provided.
3. For Employees working ten (10) hour shifts, they shall receive 75 minutes in break time during the shift at the time relief is provided.
4. For Employees working eight (8) hour shifts, they shall receive 60 minutes in break time during a shift at the time relief is provided.
5. For Employees working six (6) hour shifts, they shall receive 30 minutes in break time during a shift at the time relief is provided.
6. For Employees working four (4) hour shifts, they shall receive 15 minutes in break time during a shift at the time relief is provided.

**I. Severance**

1. Should the County decide to exercise its managerial prerogative in such a fashion that the Salem County Department of Corrections should be abolished, merged, absorbed within another agency, or ceases to operate, the following shall apply:
  - a. Employees will receive severance equal to six months base salary for every year of service. Said payment shall be made to employees on last day of service.
  - b. Employees shall be maintained on the County Health Insurance for the same duration as the severance pay,
  - c. The County will fully cooperate to facilitate making the severance payment pensionable under applicable pension law or programs.



handicap, sexual orientation, Union membership or activity, or family relationship (in accordance with the definition of "immediate family" in Section the Bereavement policy), in promotion, transfer, or any other conditions and privileges of employment.

- B. 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 7**

### **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 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 the termination of employment by the Employer.

## **ARTICLE 8**

### **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 9

### PRODUCTIVITY<sup>2</sup>

- A. 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.
- B. 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 Correctional Facility's Post Orders.
- C. 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. Employees will receive paper copies of all evaluations and performance reviews. A copy of the policy and procedures manual will be made available for inspection by all employees.

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<sup>2</sup>This article is a combination of the Former Article 9 and 10 and 12

- D. A Maximum of 60 hours of Scheduled Time Off (Admin, Vacation, and Compensatory<sup>3</sup> Time) may be scheduled per shift from October through April. A Maximum of 72 hours of Scheduled Time off may be scheduled from May through September. Scheduled time off excludes any other types of leave. (i.e. Military, FMLA, disability, sick, etc...)
- E. Nothing in the provision shall prevent the Warden from increasing the allowable scheduled time off as he seems appropriate.

## **ARTICLE 10**

### **BASE WAGES<sup>4</sup>**

- A.** The parties agree that all personnel covered by this agreement who were employed on the signature date of this agreement shall have their salary paid consistent with the salary guide below. All Employees shall then receive the salary adjustment enumerated in the salary guide under section D below.
- 1.** In the event that the current 2% arbitration cap and levy cap is lifted before the expiration of this agreement; both parties agree that step raises shall continue until a successor agreement is finalized. (Dynamic Status Quo case Dependent)
  - 2.** In the event that the current 2% arbitration cap and levy cap is still in effect, both parties agree to freeze step raises until a successor agreement is in place.
- B.** 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 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

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<sup>3</sup> Subject to 36 hours' notice, compensatory time can create overtime per Article 13

<sup>4</sup> Former article 21

manner/reasonable period of time (within 24 hours of the initial issued check). 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.

C. The parties agree that paydays for employees covered by this contract shall be every other Thursday, as previously scheduled. All new and existing employees shall be paid by direct deposit.

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

D. Salary Guide

### Salary Guide 2017-2020

	2017	Number of Current Officers	New Step	7/1/18	Number of Current Officers	7/1/19	Number of Current Officers	7/1/20	Number of Current Officers
Recruit	\$14.65	5	1	\$14.65	-	\$14.65	-	\$14.65	-
Step 1	\$15.04	25	2	\$15.34	5	\$15.34	-	\$15.34	-
Step 2	\$16.02	11	3	\$16.48	25	\$16.48	5	\$16.48	-
Step 3	\$16.46	1	4	\$18.09	12	\$18.09	25	\$18.09	5
Step 4	\$17.28	7	5	\$19.92	7	\$19.92	12	\$19.92	25
Step 5	\$18.35	6	6	\$21.98	6	\$21.98	7	\$21.98	12
Step 6	\$21.63	4	7	\$24.27	4	\$24.27	6	\$24.27	7
Step 7	\$23.80	8	8	\$26.56	8	\$26.56	4	\$26.56	6
Step 8	\$28.08	13	9	\$28.84	-	\$28.84	8	\$28.84	4
Step 9	\$34.58	66	10	\$31.14	13	\$31.14	-	\$31.14	8
			11	\$32.96	-	\$32.96	13	\$32.96	-
			12	\$35.26	66	\$35.61	66	\$36.68	79

## ARTICLE 11

### SHIFTS<sup>5</sup>

- A. All corrections officers shall be scheduled to work (84) eighty-four hours within a 14 day period.
- B. Each employees schedule shall be regular and consistent from pay period to pay period.
- C. The 14 day pay period starts and ends on Thursday at 1900 hrs.
- D. Officers shall work an administrative Monday through Friday week or traditional 7 day per week schedule.
- E. Officers shall not have their shifts changed without 7 days' notice unless agreed upon by the individual officer.
  - 1. In the event that an employee is forced to change shifts, the employee shall be notified personally.
    - a. Emails and voicemails shall not be considered personal notification.
  - 2. The Correctional Facility shall have four (4) regular 12 hour shifts, broken into A Shift, B Shift, C Shift, and D Shift. These shifts shall run from 0700-1900 and 1900 - 0700.
    - a. The shifts shall be based on a modified Pittman schedule with each employee receiving 3 day weekends every other week.
    - b. The schedule shall be two on- two off- three on- two off- two on-three off.
    - c. On regular scheduled twelve hour days, officers can be pulled for up to 6 hours to cover another post only if individuals on their long days are

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<sup>5</sup>This article covers former article 25

pulled first, unless extenuating circumstances dictate otherwise.

3. Administrative Shift (Day workers)

- a. Officers and Management shall agree on any modified schedule to get to up to 84 hours over a two week pay period.
- b. On regular scheduled eight hour days, day workers can be pulled for up to 4 hours to cover another post only if individuals on their long days are pulled first, unless extenuating circumstances dictate otherwise.
- c. An officer working a ten hour day shall be scheduled for 0700-1700 or 0900-1900 and can be pulled from their post for that entire shift if needed.
- d. An officer working a 12 hour day shall be scheduled for 0700-1900 or 0300-1500 and can be pulled from their post for that entire shift if needed.
- e. Management will decide how the shifts will be distributed among the 14 day Monday through Friday pay period at either one 12 hour day per pay period or two 10 hour days per pay.
- f. Officers shall bid by seniority for which day and start time for the day work shifts, unless the duties of the position require a particular day to time to be scheduled.
- g. Officers working the Administrative Shift shall not be held for mandatory overtime unless a bona fide emergency requires. Nothing shall prevent a day worker from accepting voluntary overtime.
- h. Officers on the administrative shift shall not be required to work on weekends.

- i. Officers on the Administrative schedule shall receive holiday compensation commensurate with their scheduled day. For example, if a holiday falls on the scheduled 10 (ten) hour day, said officer shall receive 10 hours pay credit.

#### F. Training Scheduling

1. Officers may have their schedules adjusted to accommodate training. Said training shall be scheduled in advance (14 day minimum). An officer may waive the 14 day minimum.
2. Officers shall elect what day(s) they shall take off in exchange for the adjustment of their schedule for training in the same pay period. If management sees it necessary to deny the selected day, the officer will be paid at the overtime rate for training held on their days off.

## ARTICLE 12

### OVERTIME

#### A. GENERALLY

1. The work period for employees scheduled 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-four (84) hours within the specified fourteen (14) day work period at the specified overtime rate.
2. The 14 day pay period starts and ends on Thursday at 1900 hrs
3. 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.
4. Paid leave, through use of any accumulated time, shall be counted as time worked.
5. Hours worked on an official holiday shall be compensated at time and one-half if part of a regular shift.
6. Premium pay for overtime hours worked will be paid to employees at double time the regular hourly rate as follows:
  - a. Any overtime hours worked on New Year's Day, Independence Day, Thanksgiving, and Christmas.
7. 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 and may be subject to discipline.

8. Sick leave on the scheduled shift immediately before or after any overtime shall not count as time worked for the purposes of counting towards overtime.

**B. FORCED OVERTIME**

1. Due to the operational needs of the facility, it is understood that Employees may be required to work overtime past the ending time of their shift at times to maintain staffing levels. A list of officers shall be maintained for each shift to keep track of which officers have been most recently forced to work overtime. Officers shall be placed at the bottom of the list each time they are forced for a minimum of 60 minutes. For the purposes of this list, a "force" is defined as any amount of time that was not voluntarily worked past the normal ending time of a shift which shall be paid at overtime rates.
2. Officers working forced overtime shall be able to work the full hour of overtime.
3. If an Officer on forced overtime elects to leave, after appropriate relief is provided, before the completion of 60 minutes, said officer shall only be paid overtime for the time worked and shall not be moved on the forced overtime list.

**ARTICLE 13**

**COMPENSATORY TIME**

- A. In lieu of paid overtime, Employees may earn compensatory time at a rate of 1½ hours per hour of overtime worked. Employees may also accrue compensatory time for any premium time worked at a rate of 2 hours per hour of time worked.
- B. Employee shall elect to receive compensatory time in lieu of payment for overtime worked. This election by the employee must

be made in advance of the employee's respective overtime shift or as soon as reasonably possible thereafter, but in any event, the election must be made before the corresponding payroll is processed by management.

1. Comp time may be accrued up to a maximum of 180 hours.
2. Compensatory time leave may be taken in whole day, half day, hourly or fifteen (15) minute increments.
3. Compensatory time is to be earned at employee's request.
4. When an employee utilizes compensatory time and no overtime is to be generated for coverage of his or her assigned post, there shall be no minimum notice requirement needed to take time off from work.
5. If overtime must be hired to cover an employee's shift who seeks to use compensatory time, the employee utilizing the compensatory time shall be required to provide his or her supervisor with 36 (thirty-six) hours' notice of the request to take time off from work.
6. Any unused compensatory time shall be paid out upon separation or retirement.

## ARTICLE 14

### HOLIDAYS

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 Day (3<sup>rd</sup> Monday in January)
3. President's Day
4. Good Friday
5. Memorial Day (4<sup>th</sup> Monday in May)
6. Independence Day
7. Labor Day
8. Columbus Day
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 holiday 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.

1. As all employees are considered "Essential Personnel" and expected to report to work regardless of surrounding conditions, when a State of Emergency is declared in the State of New Jersey for an issue that effects Salem County, employees shall be additionally compensated one (1) hour comp time for every hour worked for the duration of the state of emergency.
  2. All sworn law enforcement officers for the Salem County Correctional Facility are considered essential personnel so they shall be compensated one (1) hour comp time for every hour worked in the event of any Salem County weather emergency office closing or late start 7 days of the week.
- D. A holiday shall be defined as a twenty-four (24) hour period from 1900 prior to the actual holiday to 1900 on the actual day specified by the County as a holiday. 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 these 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. If a 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 the holiday will eliminate holiday pay for the employee involved, except where approval has been received from the Warden or his designee, not to work the day before or the day after a holiday. Approved time shall include: Vacation, Administrative, Comp, and Military Time. Sick leave requests would not count as time worked for this provision.

## **ARTICLE 15**

### **ADMINISTRATIVE TIME**

- A.** New employees shall be eligible for 8 (eight) hours of administrative leave after each six (6) months of service. After completion of one (1) year of service as a County employee, 36 (thirty six) hours of administrative leave with pay per year may be granted to each employee at his/her request upon approval by the Facility Administrator and/or their Designee. The employee becomes eligible for the above leave benefit on the January 1st after he/she has completed one (1) full year of service.
1. Administrative leave may be taken in whole day, half day, hourly, or fifteen (15) minute increments.
  2. Administrative time requests must be entered into the Coss System thirty-six (36) hours prior notice, except in emergency situations, of such request must be given to the immediate supervisor. Administrative time may be used in the year which it is earned and it shall not be accumulative or carried over into the next calendar year.
  3. If for any reason the Coss System is not working or no longer used written requests will be utilized or any other procedure the Warden deems fit.

## **ARTICLE 16**

### **SICK LEAVE**

- A.** Sick leave is defined as the absence from duty of an employee who because of personal illness 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 who is ill and requiring said presence of the employee.
1. 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, custodial supporter of, or foster family member.

2. Sick time may be taken in whole day, half day, hourly, or fifteen (15) minute increments.

**B.** Full-time provisional and permanent New Jersey Civil Service employees shall be entitled to the following sick leave with pay:

1. Employees shall earn 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. One hundred twenty (120) hours of sick leave shall be available to each member at the beginning of 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 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.

**C.** If an employee is absent for four (4) 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 for utilization of the leave. The nature of the illness may be stated on any doctor's certificate unless it is confidential between the doctor and the patient and falls under HIPAA.

**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 rules and regulations. Abuse of sick leave shall be cause for progressive disciplinary action.

1. Abuse of sick leave is defined as chronic or excessive absenteeism or lateness (CEAL) that occurs if employees take sick leave if they are not ill and incapacitated. CEAL may occur where an employee establishes a rationally discernible pattern of exhausting authorized sick or family

leave so that the body of work produced by the subject employee is not comparable to his or her co-workers.

- 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 and falls under HIPAA).
- 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 positions with the employer shall be considered less any sick leave actually utilized.
- H. 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, at least two (2) hours before the scheduled beginning of his/her tour of duty.

- 1. If an employee notifies his/her supervisor of the need to use sick time less than two (2) hours before the start of the shift, such leave shall only be approved after the employee supplies supporting documentation.

I. **Sick Leave Incentive** - Individual Attendance Bonus

The following individual attendance bonus shall be based on attendance from January 1st through December 31<sup>st</sup> of each year and shall be paid on or before January 31<sup>st</sup> by separate check.

- 1. Perfect attendance - 4% of base salary with a 12 sick hour give back.
  - 2. One hour to 48 hours - 3% of base salary with a 12 sick hour give back.

## ARTICLE 17

### 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 or his designee. Vacation time may be taken in whole day, half day, hourly, or fifteen (15) minute increments.
1. For each full month from date of hire up to and including the last day of December following such date of hire - An employee will earn Eight (8) hours per month of each month actually worked.
  2. Beginning January 1st following the employee's initial hiring date through sixty (60) consecutive calendar months - An employee will earn 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 - An employee will earn One Hundred Twenty (120) hours per year.
  4. Beginning with the first day of the thirteenth calendar year to the last day of the twentieth calendar year - An employee will earn 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 - An employee will earn Two Hundred (200) hours per year.
    - a. Employees shall have their time calculated by the earlier of their date of civil service certification as a county correctional officer, or date of hire with Salem County.
- 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 taken over the amount earned deducted from his final compensation check.

- C. When in any calendar year vacation time 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. Each employee shall be allowed a portion of the current year's vacation time to be carried forward into the next succeeding year as follows:

<u>Years of Continuous Service</u> <u>Accumulated Vacation Hours</u>	<u>Vacation Hours Eligible to Accumulate</u>	<u>Maximum</u>
2 but less than 15	120 hours	120 hours
15 but less than 20	120 hours	180 hours
20 or more	120 hours	240 hours

- E. All vacation requests will be submitted into the Coss System and await approval by the Warden or his designee. If for any reason the Coss System is not working or no longer used written requests will be utilized or any other procedure the Warden deems fit.
- F. Requests for vacation leaves of three (3) days or less must be submitted for approval a minimum of thirty-six (36) hours in advance of said leave dates. Requests for vacation leaves for more than three (3) days must be submitted a minimum of three (3) days in advance of said leave dates.
1. Requests for so-called "emergency" 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 may be subject to progressive disciplinary action under the Disciplinary Code.
    - a. Employees shall only be entitled to two (2) instances of "emergency" leave per calendar year.
    - b. Employees cannot use "emergency" leave without having a minimum of 12 hours of sick time in their remaining bank.

- G. 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 18**

### **SENIORITY**

- 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 shift changes and specialist positions only, and is defined as follows:
  - 1. Correction Officers - date of employment with the Salem County Correctional Facility. Seniority shall be calculated in accordance with State and Federal Law.
- C. Any employee may exercise seniority to bid for vacancies on shift changes and specialist positions provided that the Employer's criteria for qualifications are met. The Employer's criteria for qualification may include the Employee's entire personnel record. The Employer will post any criteria. Seniority will be a consideration for selection. All shift changes and specialist positions will be posted for seven (7) days prior to selection and sent to all officers via e-mail.
  - 1. Officers shall be given a minimum notice of 7 days for a shift change after the closing of an open position, unless a shorter amount of time is agreed upon by the employee.
  - 2. For regular housing officer posts, the lowest officer in seniority shall be notified when the bid is posted if they may be subject to a mandatory shift switch pending the outcome of the bid.
  - 3. For a six month period following an officer being forced to switch shifts, they shall not be forced to switch again. The

next officer up in seniority shall assume that mandatory shift change.

4. If an employee is unable to submit a report for an open position due to vacations or other reasonable circumstances, an email to administration stating an interest in the position shall suffice until the employee is able to turn in a proper report.

**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 the same to the representative upon request.

**F.** Unless New Jersey Civil Service 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 employee with the greatest amount of seniority in the work classification affected shall be given preference, provided that any decision as to 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 nine (9) months

## **ARTICLE 19**

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

- A. Medical Benefits** - The Employer shall continue to provide medical insurance for full time employees.
1. Effective 1/1/2017, Employees shall contribute towards their healthcare premiums in accordance with Chapter 78 laws. Contribution shall be on the Year 3 level.
  2. Effective 1/1/2019, Employees shall contribute towards their healthcare premiums in accordance with Chapter 78 laws. Contribution shall be on the Year 2 level.
- 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 not result in a reduction in insurance benefits already applicable to personnel in this unit. 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. 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, including automobile reimbursement. This shall also include requests for medical documentation from the Employee when requested by the Employer.

- E. 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 at the rate contributed by the late officer for the surviving spouse and/or child(ren) until the children come of legal age and/or the spouse remarries.
- F. 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.
- G. 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 service, 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.
- H. Continuation of Benefits** - Continuation privileges provided by federal or state law (e.g. COBRA and FMLA) may be utilized by all qualified employees.

## **ARTICLE 20**

### **RETIREE BENEFITS**

#### **A. Post-Retirement Health Benefits.**

1. 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.
  - 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.
  - c. Retirement at age 62 or older with at least 15 years of service with the County of Salem.
2. 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 dependents may continue after the death of the retired employee, subject to payment of the premium by such spouse/dependents.
3. Retirees receiving the coverage shall be required to enroll in Medicare (both Parts A and B) upon eligibility whereas the Medicare coverage shall be the primary coverage.

**B. Unused sick leave at retirement<sup>6</sup>**

1. Employees who are eligible for retirement under an existing pension system of the State of New Jersey and who elect to retire will receive sick leave 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.
2. Sick leave severance pay value will be calculated on the employee's current rate of pay at the time of retirement.

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<sup>6</sup>Former article 19

In no case, shall the severance pay exceed fifteen thousand dollars (\$15,000.00).

3. 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 21**

### **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, or the rate provided under 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. 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.
- C. 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 progressive disciplinary procedures as determined by the County Board of Chosen Freeholders.

- D.** 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.
- E.** The employee to who 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. 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 correctional facility emergency situations. Employees using County vehicles shall use their best efforts and knowledge possessed to make sure that said vehicle that they are using is running in a safe manner and report any issues to an appropriate authority in writing, verbally, email and/or via text.
- F.** 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. 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 progressive disciplinary procedures at the discretion of the Board of Chosen Freeholders.

## **ARTICLE 22**

### **RESIGNATIONS**

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

## **ARTICLE 23**

### **LEAVES OF ABSENCE**

#### **1. General**

**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 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) working 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 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 Warden 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 ensure that the affected shift has coverage prior to the start of the shift to the extent possible. 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.

## 2. Bereavement Leave

- A. For attendance at a funeral or to grieve because of the death of a member in the immediate family or the immediate family of the employee's spouse (as defined as partner in a civil union), son, daughter, father, mother, grandparent, brother, sister, father in law, mother in law, aunt, uncle, son in law, daughter in law, grand-child, legal ward, former legal guardian, foster family member, or any relative residing in the employee's household; a 12 hour employee may request up to 36 hours leave from work per family member without loss of pay. An 8 hour employee may request up to 24 hours leave from work per family member without loss of pay. Should one of the days needed by an 8 hour employee fall on their long day (10 or 12 hours), the additional time shall be accommodated and approved so that the employee suffers no loss of pay.
- B. For attendance at a funeral or to grieve because of the death of an extended member of the family, as defined as niece, nephew, the spouse of the employee's brother in law or sister in law, a 12 hour employee may request up to 24 hours leave from work per family member without loss of pay. An 8 hour

employee may request up to 16 hours leave from work per family member without loss of pay. Should one of the days needed by an 8 hour employee fall on their long day (10 or 12 hours), the additional time shall be accommodated and approved so that the employee suffers no loss of pay.

3. **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 rules. An employee who performs Jury Duty outside of Salem County shall not be required to perform their regular work that day. An employee who serves more than one half of their working day on Jury Duty in Salem County 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 of their working 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 24

### 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 of employment agreed upon herein.
2. 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 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. Forms for grievance processing shall be developed between the parties and shall be mutually agreed upon by the parties and distributed on an as needed 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 within ten (10) days of the event causing the grievance, who shall make an effort to resolve the problem within a reasonable period of time; to wit, ten (10) calendar days. At this level, a compliant 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 ten (10) days thereafter (excluding weekends and holidays). The written grievance shall indicate if the grievance implicates a monetary issue.
  3. **Step Three** - 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 Sheriff, who shall acknowledge its receipt and shall render a decision in writing ten (10) days thereafter (excluding weekends and holidays). If the Grievance involves operational issues that do not have any monetary effect on the Grievant, and the matter is not resolved at step three, the Union

may take the matter directly to Step Five. Operational issues without monetary impact are prohibited from going to Step Four.

4. **Step Four** - If a grievance involving a monetary issue 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 County Counsel not more than ten (10) business days from the date response was received from the Step Three Level. 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 ten (10) 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 (20) days after it is presented to the Clerk of the Board.
  
5. **Step Five** - If the grievant is not satisfied with the resolution proposed by the Board in Step Four above in matters related to a monetary issue or the Sheriff in Step Three in matters dealing exclusively with operational issues without monetary components, then the Union 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 Four. The grievant shall notify the Public Employment Relations Commission (PERC) 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 setup 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 legality of a grievance.
- e. The cost for the service of the arbitrator shall be borne equally by the employer and the Union, regardless of the outcome. Any other expenses, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

## **ARTICLE 25**

### **DISCIPLINARY PROCEDURES**

- A. The Internal Affairs Policy for the Salem County Correctional Facility has recently been negotiated. The aforementioned Internal Affairs Policy contains both the Disciplinary Policies and Disciplinary Procedures for all correctional staff. The Employer acknowledges that the Disciplinary procedures are negotiable.
- B. All major and minor disciplinary action shall be based upon internal affairs investigative outcomes as directed by the Salem County Sheriff's Office Internal Affairs policy, just cause, and shall be subjected to review. Any discipline imposed must be administered using progressive discipline.
- C. All minor and major disciplinary hearings will be held before a designated hearing officer who is not an employee of the Correctional Facility or the Sheriff's Department.
- D. Minor disciplinary offenses shall be appealable.

- a. Within 20 days of the decision of the hearing officer, a request shall be made to the Assignment Judge of the Salem Vicinage who shall appoint an arbitrator from a mutually selected list.
- b. If the Superior Court fails to appoint an arbitrator within 10 days of the request, then a request can be made through the Public Employee Relations Commission. Said appeal shall be filed within 45 days receipt of the final notice of discipline issued by the Hearing Officer or Warden. The parties shall equally bear the costs of the arbitrator.
- c. Minor discipline is not subject to the grievance procedure under Article 24.

## **ARTICLE 26**

### **UNION LEAVE**

- A. The parties agree that the members of the majority bargaining unit will be granted a maximum of (144 hours) to be utilized by any officer or member of the unit to perform union related business or duties.
- B. The parties agree that the members of the minority bargaining unit will be granted a maximum four (4) days per year forty-eight (48 hours) to perform union related business or duties.
- C. Prior to taking this union leave, advance notice must be given to the Warden or the Warden's designee by the union President or the President's designee. The notice should be provided in writing to the Warden or the Warden's designee. It is agreed by the parties, that the taking of such leave will try not to interrupt the work of the Correctional Facility.
- D. All union leave must be approved by the President or the President's designee of the PBA 400 and the President or the President's designee of the minority bargaining unit.

**E.** The aforementioned maximum hours shall not apply to any NJPBA meeting that a PBA Union official is required to attend, nor contract negotiation sessions where both Union and Employer representatives are present; however, it is understood and agreed that no more than 6 employees will be granted Union leave to attend such negotiating sessions at one time. There will be a one (1) hour grace period before and after all negotiation meetings.

**F.** Nothing in the provision shall affect time allotted for convention leave allowed by statute.

## **ARTICLE 27**

### **SHOP STEWARDS**

- A.** PBA 400, through its President or designee, shall represent all employees covered by this Agreement in the adjustment of the grievances. The Department will recognize up to and including three (3) Stewards from each shift at the Correctional Facility.
- B.** Stewards shall not leave their work assignment without first receiving the approval of their appropriate supervisor (such approval shall not be unreasonably withheld) to receive grievances and communications. These activities may be attempted to be scheduled so as not to interfere with the work of other employees.
- C.** The PBA 400 agrees to provide the Department with a list of Stewards and will keep the list current. The Department will recognize only those Stewards whose names appear on the list. If however a listed Steward is not available any member of the PBA 400 may be used as a witness.

## ARTICLE 28

### 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 Worker's Compensation which would have been payable on said amount 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 progressive discipline at the discretion of the Board of Chosen Freeholders.
- C. The Sheriff, the Warden and the President of the PBA 400 shall each designate one member of a Safety Committee to represent the Correctional Facility on the County's 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.
- D. If any employee covered by this agreement is injured, hospitalized or dies in the line of duty, the Shop Steward shall request permission to notify the President of the PBA LOCAL #400 from the Shift Supervisor and such permission shall not be unreasonably denied.
- E. PBA 400 shall receive a copy of the New Jersey Department of Corrections period report of conditions at the Salem County Jail either by email or written copy.

## ARTICLE 29

### PERSONNEL RECORDS

**A.** Disclosure of Personnel Records Pursuant to N.J.S. A. 47:1 A-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) hour 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, subject to Court ordered release, 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 30

### BULLETIN BOARDS

The employer shall provide a 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 PBA 400 announcements. All material posted on this bulletin board must be PBA 400 business and the bulletin board can be used for no purpose other than employer/employee announcements.

## ARTICLE 31

### UNIFORMS

**A.** The Employer 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. The "Basic Uniform" shall consist of the following:

1. One (1) Pair of black Boots;
  - a. Note:** Authorized black shoes may be substituted for boots upon production of proper documentation of a certified medical condition preventing a member from wearing the authorized boots.
2. One (1) Belt with gold buckle;
3. Three (3) Short Sleeve Shirt;
4. Three (3) Long Sleeve Shirt;
5. Three (3) Pair of BDU pants;
6. One (1) Short Sleeve Polo Shirt
7. One (1) Jacket
8. Two (2) outer vest carriers

**B.** Upon the successful completion of the In-House Training Program, Officers will be issued the following items:

1. One (1) Identification Wallet
2. One (1) Department Badge
3. One (1) Department Identification Card
4. One (1) Dual Glove Pouch

**C.** Upon the successful completion of the ninety (90) day employment period, the following additional items will be issued within 30 days:

1. One (1) Class "A" Uniform consisting of:
  - a. One (1) Pair of black high gloss dress Shoes;
  - b. One (1) Belt with gold buckle;
  - c. One (1) Long Sleeve class "A" Shirt;
  - d. One (1) Dress Tie;
  - e. One (1) Pair of Trousers;
  - f. Two (2) Each Gold SCCF Collar Insignias
  - g. One (1) Department Tie Bar;
  - h. One (1) Long Sleeve Polo Shirt;
  - i. One (1) Blue Knit Hat;
  - j. One (1) Blue Ball Cap;
  - k. One (1) Blue Sweater.

**D.** All Correction Officers shall receive two (2) complete "Basic Uniform" Issue for their second (2) year of service in the Department.

**E.** Officers with three (3) or more years of service shall be required to request replacement of damaged or worn out uniform items on an as needed basis. At no time shall replacement items exceed the Basic Uniform Issue quantity during any calendar year.

1. Uniform replacements shall be provided at the correctional facility. Should an officer be required to travel to acquire uniform replacements, they shall be paid for the time traveling and mileage per the mileage policy.
- F.** All uniform items are the property of the Correctional Facility. All uniforms must be returned upon termination of employment with the Correctional facility / Sheriff s Office.
- G.** The County agrees to reimburse the total cost of any and all clothing and all other items required by the Correction Officers Academy for recruits upon successful completion of the Academy. The employee shall provide the list of required items and all receipts to the county for reimbursement.

## **ARTICLE 32**

### **CLOTHING ALLOWANCE**

- A.** The parties agree that personnel covered by this agreement will be paid a clothing allowance as follows:
1. \$550, which shall be due and payable on or before November 17th of each year.
  2. This will be paid to the employee on a separate check or separate direct deposit other than the regular paycheck.
- B.** No person is entitled to a clothing allowance until he or she completes six (6) months consecutive service.
- C.** The clothing allowance shall be paid to all personnel covered by this agreement who have worked for the Sheriff's Department as a Correction Officer and who are required to wear a uniform and maintain the uniform in accordance with the direction of the Facility Administrator.
- D.** Personnel who have not completed six (6) consecutive months of service by the 15<sup>th</sup> day of December in either contract year shall receive the enumerated clothing allowance within thirty (30)

calendar days after the completion of these six (6) consecutive months of service.

- E.** In the event that a Correction Officer is otherwise qualified to receive the clothing allowance, except that such Officer was promoted and becomes a permanent member of the Superior Correction Officer Association, said Officer shall be entitled to a prorated clothing allowance equal to one twelfth (1/12) of the total allowance for each full month they have served as a Correction Officer.

### **ARTICLE 33**

#### **SAFETY COMMITTEE**

The Safety Committee will make appropriate recommendations for the implementation of all programs and facilities enumerated above. A Liaison Committee composed of the Warden and/or the Deputy Warden and representatives of the PBA 400 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 34**

### **EMERGENCY MEDICAL TECHNICIAN REIUMBURSEMENT**

Commencing with the signing date of this contract, a maximum of three Correction Officers assigned to the 7 pm -7 am twelve (12) hour shift will be reimbursed five hundred dollars (\$500) for utilization of their EMT certification on the evening shift. This is for coverage when the nurse is not on staff and will be paid once each calendar year, and not later than November 17th of the year in which they served on the shift. The officers must have held an EMT certification for the entire year and served on this shift for the majority of the year. The Warden will develop a written policy which governs the selection of individuals for this reimbursement and which addresses pro-rating of the reimbursement when needed. Proof of EMT certification and letter of verification from the Local officer in charge (i.e. Chief) stating current active status within a community unit is required when submitting payment vouchers to the Warden. EMT officers shall receive one work day off (12 hours) to attend mandatory recertification training. The leave shall be allowed to be used in four hour increments.

1. The amount owed will be paid in a separate check or separate direct deposit other than the regular paycheck.

## **ARTICLE 35**

### **K-9 REIMBURSEMENT**

- A. The parties agree that one hour (60 minutes) per day, irrespective of how many dogs are assigned to each K-9 handler, represents a fair and reasonable estimate of the time normally spent on the care and maintenance of the K-9 Unit's dogs.
- B. The parties further agree that the care and maintenance of a K-9 dog is a duty that is separate and distinct from the

normal duties of a Correction Officer and therefore the additional compensation and schedule must be structured to the requirements of these specific duties.

- C. During the assigned work day, each K-9 Officer will dedicate 60 minutes per day, irrespective of how many dogs are assigned to each K-9 handler, to the care and maintenance of the K-9 Unit's dogs. The K-9 Officer is not required to perform the care and maintenance of the K-9 on the premises. Therefore, during an assigned shift, the K-9 Officer will be authorized to either report to work one hour later than the beginning of his assigned shift or leave one hour earlier than the end of his assigned shift. For example, irrespective of how many dogs are assigned to each K-9 handler, the K-9 Officer will perform Correction Officer's duties for eleven (11) hours during his twelve-hour shift. The remaining one (1) hour will be dedicated to the care and maintenance of the K-9 Unit's dogs.
- D. For record-keeping purposes, this shall be deemed "K-9 Maintenance Time."
- E. The parties agree that \$5,000.00 (Five Thousand Dollars) paid annually is a fair and reasonable and adequate payment to compensate the K-9 Unit Officers for the care and maintenance of their dogs while off-duty. The K-9 officers shall be paid \$2,500.00 (Two Thousand Five Hundred Dollars) on January 1 of each year and \$2,500.00 (Two Thousand Five Hundred Dollars) on July 1 of each year. This compensation shall adequately compensate the K-9 Officers for all care and maintenance of the K-9 Unit dogs while off-duty. Neither of the foregoing payments shall be incorporated into the officer's base pay.

## ARTICLE 36

### BI-LINGUAL OFFICER

Commencing with the signing of a contract for the housing of Immigration and Customs Enforcement inmates, the Employer recognizes that inmates housed in this Correctional Facility may not have the ability to communicate in the English language. Employees that are able to communicate in multiple languages enhance the Facility's ability to operate on a daily basis. Employees that are considered bi-lingual as agreed upon by both Employer and Employee as being able to converse in multiple languages, shall be paid a bonus of one thousand (\$1000) dollars no later than November 17<sup>th</sup> of the calendar year.

1. The amount owed will be paid in a separate check or separate direct deposit other than the regular paycheck.

## ARTICLE 37

### 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 38**

**CALL-IN TIME**

- A. An employee is "called in" when that employee is required by his/her supervisor or by the immediate necessity of the assignment.
- B. If an employee is "called in" to assume duty beyond the regularly scheduled workday, the employee shall be compensated for four (4) hours at time and a half rate of pay. Supervisors shall permit the employee to return home if there is no good cause for the employee to remain for the 4 hour minimum.
- C. Employees shall be required to provide a telephone number where they can be reached for call-ins.

**ARTICLE 39**

**FULLY BARGAINED CLAUSE<sup>7</sup>**

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 terms and conditions of this agreement shall remain in full force and effect after the expiration of this contract until a successor contract is negotiated. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this agreement.

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<sup>7</sup> Former Article 11

**ARTICLE 40**

**DURATION AND CONTINUATION OF BENEFITS**

This four (4) year agreement shall be in full force and effect retroactive to the 1st day of January 2017 and shall remain in full force and effect until the 31st day of December 2020. This Agreement shall remain in full force and be effective during the period of negotiations until superseded by a successor Agreement or binding interest arbitration award.

**ARTICLE 41**

**DISTRIBUTION**

It is agreed that the distribution of this agreement shall be sent via DMS program.

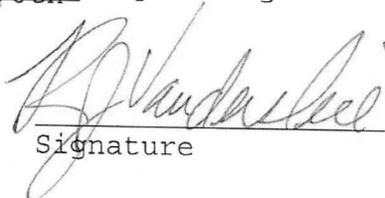
**ARTICLE 42**

**POLICY AND PROCEDURE MANUAL**

The Association acknowledges 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.

Whereas this negotiated agreement has been ratified by the County of Salem on this 16th day of August 2017.

By: Robert J. Vanderslice, Dir.  
Print Title

  
Signature Date

By: \_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
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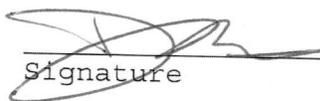
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Signature Date

Whereas this negotiated agreement has been ratified by the Policemen's Benevolent Association Local 400 on this 18th day of August 2017.

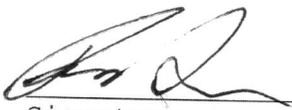
By: April Garrison President  
Print Title

  
Signature Date 8-18-17

By: DOUG MERCKX VICE PRESIDENT  
Print Title

  
Signature Date 8-18-17

By: BRIAN PIO STATE DELEGATE  
Print Title

  
Signature Date 8-18-17