

contract # 88

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COLLECTIVE BARGAINING CONTRACT AGREEMENT

BETWEEN

SALEM COUNTY CORRECTIONAL OFFICERS ASSOCIATION

REPRESENTING *NON-SUPERVISORY CORRECTIONAL OFFICERS*

IN THE SALEM COUNTY JAIL

AND THE SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS

1993 - 1996

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**ARTICLE I
PREAMBLE**

This agreement entered into by the Salem County Board of Chosen Freeholders, hereinafter referred to as the "Employer", and Salem County Correctional 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 II
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 Officers of Salem County; including the title of County Correction Officer, but excluding: County Correction Sergeant, County Correction Lieutenant and County Correction Captain; 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 III
PAYROLL DEDUCTION OF
SALEM COUNTY CORRECTIONAL OFFICERS ASSOCIATION DUES**

The Employer agrees to deduct monthly membership dues in the Salem County Correctional Officer Association, Meridian Bank, Market Street, Salem, NJ 08079 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 Correctional Officers Association, together with a list of the names of all employees for whom the deductions are to 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 week's 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 extension or

renewal 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 Correctional 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 form and deliver the signed forms 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 Clerk of the Board will notify the Treasurer of the bargaining agent within thirty (30) days of hire of all employees, their address, birth date, classification, rate of pay and social security number and of all removals from the Employer's payroll.

ARTICLE IV MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, 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 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 specific provision of this agreement;
2. The right to establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the Employer;

3. To reprimand, suspend, discharge or otherwise discipline employees;

4. To hire, promote, transfer, assign, reassign, layoff and recall employees to work;

5. To determine the number of employees and the duties to be performed, as defined in the Correctional Officers' Manual of Duties;

6. To maintain the efficiency of employees in the performance of their duties as defined in the Correctional 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 Department of Personnel 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 recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights.

ARTICLE V
WORK CONTINUITY CLAUSE

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

B. The bargaining agent and the employees covered by this agreement covenant and agree that during the term of this agreement neither the bargaining agent nor any members of the bargaining 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 stoppage, slowdown, walk-out or other job action against the Employer. The bargaining agent agrees that any such action will constitute a material breach of this agreement on the part of the bargaining agent, its members and members of the bargaining unit.

C. The bargaining agent agrees that it will do everything in its power to actively discourage any strike, work stoppage, 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 VI
SEVERABILITY CLAUSE

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

**ARTICLE IX
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 X
PERFORMANCE EVALUATION**

The Employer reserves the right to conduct performance evaluations of all personnel covered by this agreement. Performance evaluations will be conducted by a performance evaluation committee composed of the Sheriff, the Warden and the Training Officer and a County Correctional Officers Association

representative will be provided with a copy of his/her performance evaluation form. It will be the specific function of the Warden to conduct all performance evaluations, which will be consistent with the yellow rule book. A copy of the yellow rule book will be made available for inspection by all employees.

ARTICLE XI SENIORITY

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 Department of Personnel classification system.

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.

Unless New Jersey Department of Personnel statutes require otherwise, in cases of promotion, demotion and the setting of vacation schedules, a permanent New Jersey Department of Personnel 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.

Service shall be considered broken if an employee:

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

**ARTICLE XII
MEDICAL INSURANCE COVERAGE**

A. Hospital, Surgical and Major Medical Benefits - Regular full time provisional and permanent employees, after sixty (60) consecutive days service may enroll for benefits for the entire family under the County's Health Benefit Plan for hospital, surgical and major medical insurance programs. The premiums will be paid by the employer based upon the premium for the Blue Cross/Blue Shield coverage. For employees electing an HMO, the employee will pay the difference between the prevailing rate of Blue Cross/Blue Shield coverage and the premium for HMO. This additional amount will be paid through payroll deductions from the employee.

B. Group, Accident and Health Insurance - Full time permanent and provisional employees may enroll in group, accident and health insurance coverage currently in force by the County of Salem. The cost for such insurance shall be divided between the employer and the employee and the employer shall pay seventy-five percent (75%) of the total premium cost and the employee shall pay twenty-five percent (25%) of the total premium cost.

C. Selection of Carrier - The County Board of Chosen Freeholders, at its sole discretion, retains the right to select and change insurance carriers during the term 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.

D. Prescription Program - The County shall provide a payment of One Hundred Fifty (\$150.00) Dollars per calendar year per employee for a prescription drug reimbursement program for the employee and the employee's family. Families shall be defined as the employee's spouse and the employee's children until their eighteenth (18th) birthday. The employee must submit the amount of prescription payment receipts to the County on an Employee Expense Reimbursement Voucher for reimbursement up to a maximum of One Hundred Fifty (\$150.00) Dollars. The parties agree that the maximum payment of One Hundred Fifty (\$150.00) Dollars under the prescription drug reimbursement program shall be calculated on a calendar year basis (January 1 through December 31). Reimbursement under the Prescription Program will be in accordance with the directive issued by the Personnel Office.

**ARTICLE XIII
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 Day (3rd Monday in January)
3. Washington's Birthday (3rd Monday in February)
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day (4th Monday in May)
7. Independence Day
8. Labor Day
9. Columbus Day (2nd Monday in October)
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Thanksgiving Friday (Day after Thanksgiving)
14. Christmas Day
15. 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.

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. Three (3) days administrative leave with pay per year may be granted each employee at his/her request upon approval of the Department Head, after completion of one (1) year of service as a County employee. The employee becomes eligible for the above, 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 full day increments during the calendar year in which it is earned and it shall not be accumulative or carried over into the next calendar year.

New employees shall be eligible for one (1) day of administrative leave after each six (6) months.

E. If a Correctional 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 XIV
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/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 Department of Personnel employees shall be entitled to the following sick leave with pay:

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including December 31 following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter, which can only be taken as earned. 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.

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 Department of Personnel 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 diseases 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 Department of Personnel 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 any reasons hereinabove described as sick leave, shall notify his/her immediate supervisor, by telephone or by personal message, at least one (1) hour before the scheduled beginning of his/her tour of duty.

I. If an employee abuses sick leave, abuse shall be defined as utilizing sick leave for a purpose other than specifically stated in this article or utilizing sick leave for the illness of a person other than those relations defined as being part of the employee's immediate family in Section A of this article. Also any instance where an employee covered by this agreement continued on sick leave after the employee is able to return to work from a period of illness.

ARTICLE XV 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.

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

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

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

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

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

B. Any employee who is laid off, discharged, retired or separated from County service for any reason prior to taking his 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 the vacation or any part thereof is not granted for reasons of business, such vacation period shall accumulate and be granted during the next succeeding year only.

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

Years of Continuous Service	Vacation Eligible to Carry-over	Maximum Vacation Allowed to Accumulate
2 but less than 15	Ten days	Ten days
15 but less than 20	Ten days	Fifteen days
20 or more	Ten days	Twenty days

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

3. Requests to 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.

ARTICLE XVI LONGEVITY

A. Employees covered by this agreement will be eligible for longevity payments provided that they are employees of the County for a minimum of five (5) years or more with continuous, unbroken service from the date of permanent appointment as an employee of the County on the following schedule:

1. A minimum of five (5) years up to the completion of nine (9) years of service - 1 3/4% of the employee's current annual base salary.

2. Ten (10) years of service up to the completion of fourteen (14) years of service - 2 1/2% of the employee's annual base salary.

3. Fifteen (15) years of service up to the completion of nineteen (19) years of service - 4% of the employee's current annual base salary.

4. Twenty (20) years of service and beyond - 6% of the employee's current annual base salary.

B. Only permanent and provisional full-time employees are eligible for the above longevity payments and all calculations towards eligibility will be based upon full-time service as an employee of the County of Salem.

ARTICLE XVII HOSPITALIZATION AFTER RETIREMENT

Upon retirement employees with a minimum of twenty-five (25) years of consecutive, unbroken service with the employer shall have hospital, surgical and major medical benefits paid in full by the employer, in accordance with the policy established by the Board of Chosen Freeholders.

ARTICLE XVIII UNUSED SICK LEAVE AT RETIREMENT

Employees who are eligible for retirement under an existing pension system of the State of New Jersey and who elect to retire will receive severance pay by separate check for fifty 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.

1. Severance pay value will be calculated on the employee's current rate of pay at the time of retirement. In no case shall the severance pay exceed Fifteen Thousand (\$15,000) Dollars.

2. Employees who remain in County service to fill a position but who leave the within bargaining Unit shall have their prior classified accrued sick leave credit frozen for the purpose of the computation of this unused sick leave as retirement benefit.

ARTICLE XIX
AUTOMOBILE UTILIZATION

A. Employees who are specifically requested and authorized to use their personal vehicle for authorized County business will be compensated at the rate of twenty-one cents (\$.21) per mile, 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) visits made shall be paid a flat rate of Three (\$3.00) Dollars per day.

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.

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.

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, except in jail emergency situations.

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 disciplinary procedures at the discretion of the Board of Chosen Freeholders.

ARTICLE XX SALARIES

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 below. Any employee who leaves County service prior to the signature date of this agreement is not entitled to any benefits of the agreement including salary increases:

1. Effective and retroactive to July 1, 1993, each employee in the bargaining unit on the execution date of this contract shall receive a five (5%) percent increase in hourly rate over his hourly rate in effect on June 30, 1993.
2. Effective July 1, 1994, each employee shall receive a five (5%) percent increase in hourly rate over his hourly rate in effect on June 30, 1994.
3. Effective January 1, 1995, each employee shall receive a Three Hundred (\$300.00) Dollar, across-the-board increase which will be broken down and incorporated into his hourly rate in effect December 31, 1994.
4. Effective July 1, 1995, each employee shall receive a five (5%) percent increase in hourly rate over his hourly rate in effect on June 30, 1995.

B. The parties agree that Correction Officers shall move from the hiring rate to the Correction Officer's base rate after completion of one year.

C. The percentage increase will be added to the salary ranges

for each period set forth above.

**ARTICLE XXI
SHIFT DIFFERENTIAL**

If an employee is assigned to regular duties on the "B", or "C" shift, the employee will receive additional compensation on an hourly basis as provided below since employees covered by this contract must operate on a seven-day per week and twenty-four hour per day basis. No compensation shall be granted to any employee assigned to the "A" day work shift.

1. B Shift - \$.35 (thirty-five cents)
2. C Shift - \$.40 (forty cents)

**ARTICLE XXII
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 XIA may be granted special leave of absence without pay within New Jersey Department of Personnel 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 Department of Personnel procedures must be followed.

**ARTICLE XXIII
OTHER LEAVES**

A. For attendance at a funeral because of the death of a member of the immediate family as described in the Sick Leave Article of this agreement, the employee may request up to three (3) days bereavement leave without loss of pay. The request must be submitted to the employee's supervisor prior to the commencement of such leave.

B. An employee shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as described by applicable law and New Jersey Department of Personnel rules. However, 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 XXIV
OVERTIME**

A. Overtime 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. 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 work week, 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. "Comp" time may be substituted for the regular day's pay, if requested by the employee.

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

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

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

1. Seventh consecutive day of the scheduled work week.
2. Second shift of a double shift worked on Sundays and Holidays.

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

ARTICLE XXV 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 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 of 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 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 agreement, shall be settled in the following manner:

1. STEP ONE - The grievant or his/her representative shall take up the grievance in dispute with the grievant's immediate supervisor, who shall make an effort to resolve the problem within 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.

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 the 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.

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

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

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.

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

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 XXVI UNION LEAVE

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

interrupt the work of the Jail or the Sheriff's Department. All union leave must be approved by the President of the Salem County Correctional Officer's Association.

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

**ARTICLE XXIX
UNIFORMS**

The basic uniform consists of one (1) pair of shoes, one (1)

belt, one (1) Summer or one (1) Winter shirt, and one (1) pair of pants. The Sheriff will provide an initial issue of uniforms one piece of each item to members of this bargaining unit during the ninety (90) day probationary period. Upon completion of the ninety (90) day probationary period, the following additional items will be issued: two (2) Winter shirts, two (2) Summer shirts, and two (2) pair of pants.

Annually thereafter the uniform issue would be as follows:

Three (3) Winter shirts, three (3) Summer shirts, three (3) pairs of pants, one (1) pair of shoes and one (1) belt. There is not a requirement that the uniforms be turned in at the time of new issue. All uniforms will be turned in upon termination of employment with the County.

An outer jacket shall be issued upon completion of the probationary period and reissued on an as needed basis.

Uniforms, shoes and outer jackets shall be worn when performing Correctional Officer's duties and shall be maintained at the direction of the Sheriff or his designee. All regulations on uniform care, maintenance and upkeep will be enforced.

Damaged or worn out uniforms and shoes will be replaced on an item-by-item basis by the County upon approval of Supervision.

The County agrees to reimburse the cost of all clothing required by the Correction Officers Academy for recruits upon successful completion of the Academy. The clothes are then the property of the County.

ARTICLE XXX LIAISON CONCERNS

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 jail arsenal and tactical training for Correctional Officers. Use of the facilities will be permitted to employees of the Sheriff's Department of the County of Salem who are authorized to use these facilities by the Sheriff, his/her designee, the Warden or superior officers.

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

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

**ARTICLE XXXI
LIAISON COMMITTEE**

A Liaison Committee composed of the Sheriff, the Warden, the Training Officer and a representative of the S.C.C.O.A. will make recommendations concerning the implementation of Article X and Article XXX to the Employer. Such recommendations shall be in writing.

**ARTICLE XXXII
CLOTHING ALLOWANCE**

The parties agree that personnel covered by this agreement will be paid a FOUR HUNDRED TWENTY-FIVE (\$425.00) DOLLAR clothing allowance which shall be due and payable on **December 16, 1993, December 22, 1994 and December 21, 1995** of the calendar years. No employee shall receive this clothing allowance unless they properly process the appropriate voucher and unless they are an employee of the Department for Six (6) consecutive months prior to the payment date. No person is entitled to a clothing allowance until he or she completes six (6) months consecutive service. No employee shall be entitled to more than one clothing allowance in one calendar year.

The clothing allowance shall be paid to all personnel covered by this agreement who have worked for the Sheriff's Department as a Correctional officer and who are required to wear a uniform and maintain the uniform in accordance with the standards of the Sheriff's, Warden's and Superior Officer's direction.

Personnel who have not completed six (6) consecutive months of service by the 15th 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.

**ARTICLE XXXIII
DENTAL COVERAGE**

A. 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.

**ARTICLE XXXIV
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 June 30, 1993, notwithstanding anything to the contrary.

**ARTICLE XXXV
DURATION**

This agreement shall be in full force and effect retroactive to the 1st day of July, 1993 and shall remain in full force and effect until the 30th day of June, 1996 subject to the right of each party to reopen negotiations at least one hundred and twenty (120) days before the 1st of July, 1996.

IN WITNESS WHEREOF, the parties hereto have set their hands this 23rd day of February, 1995.

FOR THE SALEM COUNTY
CORRECTIONAL OFFICERS
ASSOCIATION

Joseph Maccarone 2/23/95
Negotiating Committee Member

Samuel J. Maccarone Jr 2/23/95
Negotiating Committee Member

FOR THE SALEM COUNTY BOARD
OF CHOSEN FREEHOLDERS

²⁻²³⁻⁹⁵
John M. Lake
JOHN M. LAKE, JR.,
Freeholder Director

Attest:

Gilda T. Gill 2/23/95
Gilda T. Gill,
Clerk of the Board

John B. Cooksey
John B. Cooksey, Sheriff