

AGREEMENT BETWEEN
THE COUNTY OF BURLINGTON
AND
PBA LOCAL NO. 249

EFFECTIVE JANUARY 1, 2012 THROUGH DECEMBER 31, 2020

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**AGREEMENT BY AND BETWEEN THE
BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
PBA LOCAL #249**

PREAMBLE

THIS AGREEMENT entered into between the Board of Chosen Freeholders of the County of Burlington, hereinafter referred to as the "Employer" and PBA Local #249, hereinafter referred to as the "Association" has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of equitable and peaceful procedures for the work and other conditions of employment, whether such employees are of provisional or permanent status.

ARTICLE I RECOGNITION

The Employer recognizes the Association as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed herein, and for such additional classification as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of or in any way abrogating the rights of employees as established under Ch. 303, P.L. 1968, as amended. This Agreement shall include the following personnel titles: Correction Officer, I.D. Officer.

ARTICLE II SALARY

The following salary provisions for the Years 2012 through 2014 were awarded as part of an Interest Arbitration Award, Docket No. IA-2013-5 issued by Susan W. Osbourn dated November 26, 2012.

- A. For 2012, the Parties hereto mutually agree that all unit employees shall be frozen at their current step and to freeze the salary guide (i.e. zero percent across-the-board increase).
- B. Effective January 1, 2013, all unit employees shall be frozen at their current step and all steps of the salary guide shall be increased by 2% percent (i.e. 2% across-the-board increase) as follows:

<u>Step</u>	<u>Salary</u>
1	41,153
2	43,686
3	45,947
4	48,175

5	53,183
6	58,247
7	65,364

- C. Effective January 1, 2014, all unit employees shall be frozen at their current step and all steps of the salary guide shall be increased by 1% percent (i.e. 1% across-the-board increase) as follows:

<u>Step</u>	<u>Salary</u>
1	41,564
2	44,122
3	46,406
4	48,656
5	53,715
6	58,830
7	66,017

- D. Effective July 1, 2014, all employees on Steps 1 through 6 on the Salary Guide set forth in paragraph C. above shall move one step on the Salary Guide.

- E. Effective August 1, 2014, all unit employees shall be frozen at their current step and all steps of the salary guide shall be increased by 2% percent (i.e. 2% across-the-board increase) as follows:

<u>Step</u>	<u>Salary</u>
1	42,396
2	45,005
3	47,335
4	49,629
5	54,789
6	60,006
7	67,338

- F. New employees shall be placed at Step 1 of the Salary Guide in place at the time they are hired.

The following salary provisions for the Years 2015 through 2017 were awarded as part of an Interest Arbitration Award, Docket No. IA-2018-02 issued by Joseph M. Licata dated December 8, 2017.

- A. Effective July 1, 2015, all unit employees below the 2014 Salary guide's maximum (Step 7) shall receive a salary increase of one thousand dollars (\$1,000.00). Said employees shall be frozen at their current Step.

- B. Effective January 1, 2015 all unit employees which were at maximum on the 2014 guide will be frozen at their current Step 7 and receive the Salary Increases as designated below:

Step	7/1/2015
1	43,396
2	46,000
3	48,335
4	50,629
5	55,789
6	61,006
7	68,718

- C. Effective July 1, 2016, all unit employees below the guide's maximum (Step 7) shall receive a salary increase of one thousand one hundred dollars (\$1,100.00). Said employees shall be frozen at their current Step.

- D. Effective January 1, 2016 all unit employees which were at maximum on the 2014 guide will continue to be frozen at their current Step 7 and receive the Salary Increases as designated below:

Step	7/1/2016
1	44,496
2	47,100
3	49,445
4	51,729
5	56,889
6	62,106
7	70,093

- E. Effective July 1, 2017, all unit employees below the guide's maximum (Step 7) shall receive a salary increase of one thousand one hundred dollars (\$1,100.00). Said employees shall be frozen at their current Step.

- F. Effective July 1, 2017, all unit employees shall be placed on the 2017 New Guide as indicated below:

Step	Salary
1 (0-6mos.)	39,000
2 (6-12 mos.)	41,000

3	42,396
4	43,698
5	45,000
6	47,335
7	48,200 (formerly Step 2)
8	50,545 (formerly Step 3)
9	52,829 (formerly Step 4)
10	55,409
11	57,989 (formerly Step 5)
12	60,598
13	63,206 (formerly Step 6)
14	67,335
15	69,430
16	72,436 (formerly Step 7)

G. All increases are retroactive to January 1, 2015 and apply for all active correction officers, those retired (any retirement recognized by the Board of Trustees, Police and Fire Retirement System) and to the estate of those who have passed away during the window of retroactivity.

The following salary provisions for the Years 2018-2020 were the result of collective negotiations between the Parties:

- A. Effective July 1, 2018, all members not at the top step on the salary guide shall move one (1) increment.
- B. Effective July 1, 2019 all members not at the top step on the salary guide shall move one (1) increment.
- C. Notwithstanding the foregoing, for those officers that were hired in 2018 and 2019, said officers shall advance to Step two (2) and three (3) on the salary guide in six (6) months.
- D. There will not be any movement on the guide for any unit member in Year 2020.
- E. All back pay associated with retroactive advancement on the salary guide shall be payable upon ratification of the agreement.
- F. The top step of the salary guide shall be adjusted as follows:
 - 1. Effective January 1, 2018, it shall be increased to \$73,884.72
 - 2. Effective January 1, 2019, it shall be increased to \$75,362.41.
 - 3. Effective January 1, 2020, it shall be increased to \$75,889.81.

All back pay associated with the increases listed above to the top step on the salary guide shall be payable upon ratification of the agreement.

ARTICLE III UNIFORM ALLOWANCE

A. The parties expressly recognize that it is the Employer's exclusive and unilateral right to determine whether any or all of its officers shall be required to wear uniforms or adhere to other dress requirements. Inspections may be conducted by the Jail Administrator or designee to ensure compliance. All correction officers shall maintain and wear the proper uniform for correction officers as prescribed herein. Any and all new dress requirements shall be in writing prior to enforcement.

B. An inventory of available uniforms and equipment shall be maintained by the Jail Administrator or designee and shall be checked prior to submitting a purchase order for new officers.

C. Upon verification of employment, Burlington County agrees to provide the initial issue of uniforms to all employees in this unit. If an Officer fails to successfully complete his/her working test period and/or fails to successfully complete COTA, that employee shall be required to reimburse the County for the cost of the initial issue of uniforms. SUCH REIMBURSEMENT SHALL BE TAKEN FROM THE EMPLOYEE'S FINAL TWO PAYCHECKS. IF THE AMOUNT OWED IS GREATER THAN THE NET AMOUNT OF THE OFFICER'S LAST TWO PAYCHECKS, THE OFFICER SHALL REIMBURSE THE REMAINING AMOUNT OUTSTANDING TO THE COUNTY WITHIN 30 DAYS. The initial issue of uniforms shall be as follows:

- 4 pairs of trousers
- 4 short sleeve shirts
- 3 long sleeve shirts
- 1 belt
- 1 whistle
- 1 whistle clip
- 1 set of collar pins
- 1 winter jacket
- 1 raincoat
- 1 pair shoes (non-canvas, black in color, low quarter-either plastic or leather)
- 2 silver name tags
- 1 sweater
- 1 light weight jacket
- 1 shank resistant body armor

D. Annual Allowance

1. Each eligible officer shall be paid the lump sum of \$750 for the calendar year payable December 1, for each year of the contract.

2. The lump sum payments made under subparagraph 1, of this paragraph are intended by the parties to be utilized for replacement and maintenance of uniforms. It is the officer's

sole responsibility to insure he/she reports to work in a proper uniform in compliance with applicable administrative directives, policies/procedures and codes. Failure of the officer to report to work in a proper uniform may result in disciplinary action.

3. Any officer who takes an approved leave of absence without pay shall be entitled to the uniform allowance specified in this Article on a pro-rata basis for actual time worked, less applicable taxes.

4. Any officer who takes an approved leave of absence without pay shall be entitled to the difference between the contractual allowance specified in this Article, less applicable taxes and the pro-rated amount received pursuant to the above paragraph, provided he/she submits true and accurate receipts/vouchers reflecting the purchase of uniforms or equipment as specified in the Jail's regulations within a reasonable time, not to exceed six (6) weeks after his/her return from approved leave of absence.

5. The above direct pay cash allowance shall be paid to each uniformed correction officer after completion of the first full year of service or completion of COTA Training, whichever comes first, and shall be prorated for the calendar year in which the officer completes the first full year of service or COTA Training.

6. Officers who leave the employ of the County during the calendar year in which the allowance was paid shall reimburse the County the full amount of the uniform allowance paid in that calendar year less any amount spent on uniform replacement and maintenance prior to the date of separation from service. No credit shall be given to an employee for this purpose unless a receipt is provided to the county.

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

F. Personal items destroyed or damaged by inmate contact shall be replaced or repaired by the County. Reimbursement shall be made to the officer based on voucher submission and proof of loss. Personal items are limited to prescription lenses, dentures, wedding bands, engagement rings and watches not issued but worn or carried by an officer in the performance of duties.

G. The County agrees to provide the following for the purpose of an Officer's attendance at COTA.

- 3 pairs of trousers
- 3 short sleeve shirts (weather permitting)
- 3 long sleeve shirts (weather permitting)

H. The Jail Administrator at his sole discretion shall designate which post(s) are appropriate for the wearing of Battle Dress Uniforms. Upon written notification Corrections Officers shall have the option to purchase, at their own expense, Battle Dress Uniforms (BDU's)

for on duty wear. Standards for the wearing of such uniforms shall be established by the Jail Administrator.

ARTICLE IV HEALTH BENEFITS

A. Health plan: Family Hospital, Surgical and Major Medical or other medical benefits shall be available for all full-time employees on the first of the month after three (3) months of service pursuant to the following provisions:

All employees shall be covered by a non-contributory comprehensive County self-funded medical, optical and prescription plan to include co-pays as follows:

<u>Doctor's</u> <u>visits</u>	<u>Prescription</u> <u>Generic</u>	<u>Brand</u> <u>Preferred</u>	<u>Brand</u> <u>Non-Pref.</u>
\$20.00	\$0.00	\$30.00	\$45.00

Additionally, visits to the emergency room will have the following co-pays: \$50.00

Pre-certification and second opinion deductible for non-compliance shall be \$500.

The Health Plan shall provide for well child and baby care, including vaccinations and gynecological coverage for dependents, consistent with coverage that is provided to members of other County bargaining units.

After the first 90 days a prescription has been filled, all maintenance medications (with the exception of insulin for diabetics) must be filled via Mail Order (examples of maintenance medications include high blood pressure, cholesterol, kidney and heart medications, etc.). Mail Order medications for a 90 day supply shall cost one-and-a-half times (1.5x) the applicable retail co-pay indicated above.

All prescription medications must be processed through a pharmaceutical clinical case management program through the prescription third-party administrator (TPA). As a pre-condition to using the prescription benefits plan, all employees must sign a HIPAA compliant release enabling the health benefits third-party administrator to share protected health information (PHI) with the prescription benefits TPA.

In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependents of the employee shall be covered until the end of the month in which they reach the age of 19, or if the dependent (as evidenced by being claimed on the employee's Federal income tax), is in school as a full-time student, until the end of the month in which they reach the age 26 in accordance with the Affordable Care Act. Employees must submit a copy of their Federal 1040 tax form and information from the school that demonstrates that the child is still a dependent and still in school.

The County shall furnish an annual stipend for opting out of the County's health benefits plan (medical and Rx – so long as employee furnishes proof of other coverage) in the amount of \$750 payable in November of each calendar year. An employee who experiences a catastrophic life event wherein other, available coverage is lost shall be automatically reenrolled in the County's plan, and the stipend shall be pro-rated accordingly.

B. The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with paragraph A above.

In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) calendar days, the employee's coverage shall be terminated effective the first of the month following the ninetieth day. Said employee shall then be eligible for coverage under the COBRA regulations. Upon returning to work, coverage will be reinstated effective the first of the month following the date of return.

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

D. During the term of this Agreement, there shall be no change in the Medical Insurance Program or any type of insurance presently maintained and paid for by the Employer on behalf of the employees shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones now in effect.

E. Dental

1. The employer shall pay for and provide an 80/20 family dental plan for preventive, diagnostic and basic benefits.

2. The family program of dental care shall include orthodontics for children only and prosthodontics. Employees' eligibility shall be determined in accordance with Paragraph A of this Article.

a. The maximum payable by the carrier for services other than orthodontic benefits is one thousand dollars (\$1,000) per eligible patient in any calendar year.

b. Orthodontic benefits are subject to a one thousand dollar (\$1,000) maximum per lifetime which is separate from the maximum mentioned above.

F. Disability Plan

All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan. A copy of the plan is to be provided to each employee. It is understood that this plan or a plan with equivalent benefits requires the employee to make a contribution of at least fifty percent (50%) of the cost.

G. IRS plans

The County will continue to provide the opportunity for employees to set aside a portion of their pre-tax salary into an IRS Section 125 account to be utilized for unreimbursed medical, dependent care expenses and State-mandated health care premium contributions.

ARTICLE V SICK LEAVE

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

A. New employees shall receive eight (8) hours of sick time for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive four (4) hours of sick time for that month. Employees who begin work after the 23rd day of the month shall not receive any paid sick leave for that month. All such time shall be credited on the first day of the following month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall receive eight (8) hours of sick time credited the first day of the next month for each month of service. Thereafter, employees shall receive one hundred and twenty (120) hours of sick leave for each year of service.

C. Sick leave may be taken as credited. Although each employee is credited with one hundred and twenty (120) hours of sick leave after the first calendar year, sick time is earned at ten (10) hours per month for purposes of computing time owed to the County in the event an employee should leave prior to the completion of that calendar year having used all credited sick leave. Employees who at the end of the calendar year have been paid more sick leave hours than those earned shall have the excess payment deducted from their last paycheck. Employees who leave the employ of the County prior to the end of the calendar year and who have been paid more sick leave hours than those actually earned shall similarly reimburse the County.

D. Permanent part-time employees shall be eligible for sick leave of absence with pay in accordance with Department of Personnel Rules and Regulations.

E. An employee who exhausts all accumulated paid sick leave in any one (1) year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

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

G. Sick leave is defined as absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his position, or exposure to contagious disease. Sick leave may also be requested for following reasons:

1. Up to eighty (80) hours of sick leave of emergency attendance upon an immediate family member who is seriously ill and requires the presence of such employee. Immediate family shall be defined as set forth in Section H below.

2. In the event of the death of a member of employee's immediate family, as defined by Article V (H), an employee shall be granted, at his request, up to forty (40) hours of sick leave as bereavement leave. Upon written request of the employee and approval of the Jail Administrator, this time may be expanded. Such time may be taken, at the employee's option, from available sick leave hours, personal leave hours, vacation hours or holidays hours.

H. Immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household.

I. If an employee is absent for forty (40) consecutive sick leave hours for any of the reasons set forth in sub-paragraph G of this Article, the appointing authority shall require acceptable medical evidence on the form prescribed.

J. If it is reasonably suspected that the employee is abusing the sick leave privilege, the Jail Administrator may require the employee seeking leave to submit proof of illness. If the employee fails to provide proof of illness, the employee shall suffer loss of pay for such time.

K. An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave set forth above shall notify his immediate supervisor by telephone or personal message two (2) hours prior to the normal starting time or he shall suffer loss of pay for the absence. It is agreed, however, that the aforesaid two (2) hours notice requirement may be waived in the event of a bona fide emergency.

L. Sick leave hours may accumulate.

M. If an employee becomes ill while on duty and is unable to complete his tour of duty as determined by the on duty nurse, he shall be released from duty and required to submit a doctor's certificate upon return to duty.

N. Employees who have exhausted their sick leave benefit due to an extended illness certified by the employee's treating physician and who wish to substitute vacation, holiday, personal leave hours or any other compensable time shall make such a request based upon the specific circumstances.

ARTICLE VI SICK LEAVE/PREGNANCY DISABILITY

A. An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The Jail Administrator may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

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

ARTICLE VII FAMILY AND MEDICAL LEAVE

Family and Medical Leave of Absence shall be in accordance with the federal Family and Medical Leave Act (29 U.S.C. Sec. 2601 et seq.) and/or the New Jersey Family Leave Act (N.J.S.A. 34:11B-1 et seq.).

ARTICLE VIII WORKERS' COMPENSATION

A. When an employee is injured on duty, he shall notify the Jail Administrator immediately so that a Departmental report may be prepared. The employee and his immediate supervisor are also required to prepare an accident report.

B. Any employee who is temporarily or permanently disabled as a result of work related injury or illness, shall be covered by the provisions of the New Jersey Workers' Compensation Law and the provisions of this Article from the date of the injury or illness. Said employee shall be entitled to a leave of absence for the entire period of such disability. During such leave, said employee shall also continue to accrue credit for sick and vacation leave, however, such credit shall be actually added to the employee's account upon return to work. Further, employees on such leave shall suffer no loss of seniority.

C. Employees on a leave of absence pursuant to Paragraph B herein, shall have the option to utilize earned sick, vacation, holiday and personal leave time while on said disability leave. In the event an employee exercises this option, said employee shall receive from the County the difference between the employee's regular salary and the workers' compensation wage benefits the employee is receiving. Said payment shall be charged against the employee's accumulated leave on a pro-rata basis.

Notwithstanding any language in this Article to the contrary, an employee who has not yet been determined to be eligible to receive workers' compensation benefits may elect to draw on earned sick, vacation, holiday and personal leave time. At such time as the employee is determined to be eligible for worker's compensation wage benefits, the employee shall be placed on a leave of absence pursuant to Paragraph B of this Article and appropriate adjustments shall be

made to reduce the salary payments made by the County, under this option, to the difference between the employee's normal pay and the workers' compensation wage received. The employee shall also have the option at such time to assign over to the County any retroactive workers' compensation wage benefits received so as to restore, on a pro-rata basis, that portion of the employee's earned sick, vacation, holiday or personal leave time which has been utilized to date and the employee shall have the further option to draw on such time pursuant to the first sub-paragraph of this paragraph.

All wage payments set forth hereunder shall be charged against the employee's earned sick, vacation, holiday and personal leave time in that order. If accumulated leave time is completely used up before workers' compensation benefits terminate, the employee shall thereafter receive only his workers' compensation benefits.

The employee shall provide written notice of his election to exercise any of the options set forth herein.

D. Notwithstanding any terms to the contrary in Paragraph C above, an employee who is injured while acting in the proper and lawful performance of his duties as a result of the direct action, effort, interference or activity of an inmate or prisoner shall be entitled to a leave of absence in accordance with the terms of Paragraph B herein and such leave shall be granted with pay for the period of disability or up to one (1) full year whichever is less. In the event the employee is determined to be eligible for workers' compensation wage benefits, such pay shall not be in addition to any such benefits and the employee shall be obligated to assign to the County any such wage benefits which are received as a condition of receiving the wage payments set forth herein.

1. Eligibility Determination – Whether or not an employee is deemed to be eligible for the benefits provided for under Paragraph D of this article shall be determined in accordance with the procedure set forth as follows:

a. Upon the occurrence of an inmate/prisoner related incident which results in an injury believed by the employee to be covered by the provisions of this Paragraph D, the employee shall submit to the Jail Administrator a medical certificate from the employee's treating physician certifying that the employee's disability is the result of a work related injury or illness. The Jail Administrator shall have the right to require the employee to be evaluated by the County's treating physician pursuant to the provisions of Paragraph E of this Article.

b. If, after the requirements set forth under sub-paragraph D (1) (a) are fulfilled by the employee, a dispute develops as to whether or not the employee's disability was a result of a work related injury or illness, said dispute shall be resolved in accordance with procedures as provided under the New Jersey Workers' Compensation Law and the employee shall not be eligible for the benefits set forth under this Paragraph D until such dispute is resolved.

c. If the County does not dispute that the employee's disability is work related, but a dispute develops as to whether or not the disability resulted from injuries suffered by an employee while acting in the proper and lawful performance of his duties as a result of the direct action, effort, interference, or activity of an inmate or prisoner, the Association shall have twenty (20) working days from the date of notice of such dispute to submit the same directly to binding arbitration through the Public Employment Relations Commission, with the cost thereof to be borne equally by the Employer and the Association.

d. During the resolution of any disputes under subsections 1 (a) and (b) above, an employee may elect to draw on benefits available under Section C of this Article.

E. MEDICAL VERIFICATION

To the extent permitted under the New Jersey Workers' Compensation Law, the Jail Administrator may require that an employee receiving benefits under this Article provide adequate and acceptable certification from the County's treating physician as to the nature of the condition, injury, illness or other disability from performance of duties and treatment thereof and such demand for certification may be repeated on a reasonable periodic basis during the period of disability to the extent permitted by the New Jersey Workers' Compensation Law.

F. Employees returning from an authorized leave of absence as set forth in Paragraphs B, C, and D above shall be restored to their original job classification at the appropriate rate of pay with no loss of seniority, sick days or other employee rights, privileges and benefits except as modified above.

G. In the event the coverage or benefits available to other employees under the above Plan are increased or expanded, or the County adopts a broader or more favorable plan of improvement in benefits shall also apply to all employees covered by this Agreement.

ARTICLE IX PERSONAL LEAVE

A. Each employee shall be eligible for twenty-four (24) personal leave hours with pay for personal business with no accumulation of such leave from year to year. At the option of an employee, personal days may be utilized in four (4) hour increments to be taken solely during the last four (4) hours of a shift.

B. New employees in the County service shall be accorded eight (8) personal leave hours for each four (4) months of service in the first calendar year of employment.

C. Except as set forth in paragraph D, an employee shall give no less than twenty-four (24) hours of notice of his request to take a personal leave day. Such request shall be made through the Jail Administrator or designee.

D. In the event of emergent situations the Jail Administrator or designee may grant permission to an employee to take a personal leave time with less than the required notice as set forth in paragraph C.

E. If a request for leave is given twenty-four (24) hours or more in advance then the County must respond within twenty-four (24) hours. If less than twenty-four (24) hours notice of the request is given, then the County shall respond as is practicable.

F. In the event of retirement, termination or at the end of the calendar year, deductions will be made from the final pay of the employee for used but unearned personal leave time.

ARTICLE X HOLIDAYS

The following paid holidays at the rate of eight (8) hours per day (yearly total of one hundred and twelve (112) hours) will be observed:

1. January 1, known as New Year's Day
2. Third Monday in January, known as Martin Luther King's Birthday
3. February 12, known as Lincoln's Birthday
4. Third Monday in February, known as Washington's Birthday
5. Good Friday
6. Last Monday in May, known as Memorial Day
7. July 4, known as Independence Day
8. First Monday in September, known as Labor Day
9. Second Monday in October, known as Columbus Day
10. General Election Day
11. November 11, known as Veterans Day
12. Fourth Thursday in November, known as Thanksgiving Day
13. Friday after Thanksgiving Day
14. December 25, known as Christmas Day

A. If an employee works a regularly scheduled day on a holiday, the employee shall receive eight (8) hours of straight time pay and the holiday shall be put on the books. If the employee is called in to work a holiday on a scheduled day off, the employee shall receive twelve (12) hours of pay and accrue such holiday. If the employee is scheduled off on a holiday, the holiday shall be accrued.

B. Employees must give ten (10) days minimum notice of a request to take a holiday and the County must respond within forty-eight (48) hours.

C. An employee may carry a holiday for one (1) year from the date the holiday is earned. Each June 1 and December 1 an employee with holidays on the books can elect to receive monetary compensation for said holidays at eight (8) hours of straight time pay. If the employee does not use or does not elect to be monetarily compensated for a holiday within a year from the

date earned, then the holiday is lost. Any payment made by the Employer on June 1 and December 1 shall be paid to the employee by separate checks.

D. Employees must work their last scheduled day before and their first scheduled day after a holiday in order to receive the holiday. For purposes of this Article, all paid time other than sick leave shall be considered as time worked. Sick leave shall not be considered time worked except in the event of an extended period of sick leave of three (3) days or more for which the employee provides appropriate medical documentation. However, sick leave of less than three (3) days shall be considered time worked in the event that the employee is seen by a doctor and provides a doctor's note concerning the absence.

ARTICLE XI VACATION LEAVE

Full-time employees in the County service shall be entitled to the following annual vacation leave with pay subject to scheduling approval by the Jail Administrator.

A. New employees shall receive eight (8) hours of vacation leave for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive four (4) hours of vacation leave for the month. Employees who begin work after the 23rd day of the month shall not receive any paid vacation for that month. All such time shall be credited on the first day of the following month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall receive eight (8) hours of vacation leave credited the first day of the next month for each month of service. Thereafter, employees shall receive paid vacation leave as follows:

1 year and up to 5 years	ninety-six (96) hours
after 5 and up to 12 years	one hundred twenty (120) hours
after 12 and up to 20 years	one hundred sixty (160) hours
after 20 years and over	two hundred (200) hours

C. Additional vacation leave based upon years of permanent service are credited on January 1 in the calendar year of the employee's anniversary; provided however, for employees who have worked in said provisional status on or after January 1, 1986, years worked in said provisional status after that date shall be recognized as years of service in determining credited vacation.

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

E. All vacation leave is to be taken only as credited. Although each employee is credited with his vacation leave at the beginning of the calendar year, vacation leave is earned on a pro-rated basis. Employees who at the end of the calendar year have been paid more vacation

hours than those earned shall have the excess payment deducted from their last pay check. Employees who leave the employ of the County prior to the end of the calendar year and who have been paid more vacation leave hours than those actually earned shall similarly reimburse the County.

F. Any employee who is laid off due to a reduction in force, discharged, retired or separated from the service of the Employer for any reason prior to taking his vacation, shall be compensated monetarily for any unused earned vacation leave.

G. Permanent part-time employees on a daily or hourly basis shall be eligible for vacation leave in accordance with Department of Personnel Rules and Regulations.

H. A vacation schedule signup sheet will be made available in the Operations section beginning January 1 of each year. Vacation scheduling shall be administered in accordance with existing practice. Requests for vacation leave will be taken, beginning with the most senior (County senior) correction officer. Vacation leave shall be taken in increments of no less than eight (8) hours with a maximum of eighty (80) consecutive hours off. During the period of June 1st to September 30th of each year, no correction officer shall be granted more than eighty (80) hours of prescheduled vacation leave. Greater amounts of vacation leave may be taken with the approval of the Jail Administrator or his designee. Vacation leave requests of forty (40) hours or greater shall begin on a Monday. To give more officers an opportunity to have off on Thanksgiving, Christmas or New Year's, officers should not request more than one (1) of these holidays. Where the vacation schedule is established but there is a need to adjust the schedule due to unforeseen pressure of the work, voluntary changes shall be made first. Other employees named and required to make a change will be in inverse order of their seniority except that consideration will be given to a substantial financial commitment made by the employee involved. Vacation schedules shall not be changed later than thirty (30) days prior to the vacation unless mutually agreed upon or in case of emergency. All vacation decisions are final.

I. All vacation requests shall be forwarded to the Jail Administrator or designee in writing and in accordance with the policy established by the Jail Administrator. Written verification of vacation time shall be forwarded to each officer within fifteen (15) days from the date of receipt as to whether the requested vacation time has been granted or denied. Any change to the officer's request shall be in writing along with written acknowledgment of change by the Jail Administrator or designee.

ARTICLE XII OVERTIME

A. Overtime refers to any time worked beyond the normal twelve (12) hour per day, seven (7) days in a fourteen (14) day period (the "Pitman schedule") and is to be earned only when the employee is ordered to work by a supervisor. Such orders shall be given only when unusual circumstances arise. Upon the effective date of this agreement time worked over the normal twelve (12) hour per day, seven (7) days in a fourteen (14) day period (the "Pitman schedule") will be paid at one and one half (1 ½) times his normal salary and included in the next paycheck for the payroll

period in which the overtime was worked, whenever possible. In no event shall an employee be required to work more than sixteen (16) hours within a twenty-four hour period.

B. No overtime shall be authorized or approved for payment unless the individual making the application for overtime pay has in fact worked at his designated position for the normal twelve (12) hours per day, seven (7) days in a fourteen (14) day period (the "Pitman schedule"). Sick leave shall not be considered as time worked for this purpose, however, holiday, vacation and personal leave time shall.

C. The Jail Administrator shall establish an updated seniority roster for overtime on a monthly basis for each facility. However, should one facility exhaust its mandatory overtime, officers from the other facility shall be subject to mandatory overtime. Mandatory daily overtime shall be assigned on the basis of inverse seniority. When an officer notifies the employer that he/she will not be reporting for his/her shift, overtime shall be assigned to those officers presently working in the facility based upon inverse seniority as contained on the list.

1. No officer shall be assigned mandatory overtime who has worked in excess of twelve (12) Administrator or his designee.

2. Mandatory overtime shall be assigned to the most junior officers on the seniority roster. Once an officer works mandatory overtime, said officer shall go to the bottom of the list.

3. Overtime slots may be filled by volunteers. The officer presently on a post whose relieving officer calls out may elect to continue working the post as overtime so long as he/she has not worked in excess of twelve (12) hours prior to the start of the relieving shift.

4. If an officer volunteers to work on one of his/her regular days off, he/she shall not be mandated to work beyond the end of the shift for which he/she volunteered. Additionally, no officer shall be assigned mandatory overtime the day before a prescheduled vacation.

5. Notwithstanding Art. XIII entitled "Seniority," seniority for the purposes of mandatory overtime lists shall be based upon all officers' original dates of hire.

6. The Employer shall give reasonable notice to a Corrections Officer that overtime is required. For the purpose of this paragraph, the term "reasonable" shall mean:

a. As to the initial offer of overtime, no later than two hours prior to the end of the shift worked by the Officer to whom the overtime is offered, circumstances permitting;

b. As to all subsequent offers of overtime, no later than ninety minutes prior to the end of the shift worked by the Officer to whom overtime is offered, circumstances permitting;

c. This provision shall only apply where the Employer has received at least two (2) hours notice that overtime is required.

D. The above procedures will apply to daily overtime. Pre-scheduled overtime shall continue to be filled by volunteers through the existing procedure involving the rotating list.

E. Any employee called in to work overtime shall receive a minimum of two (2) hours pay regardless of time worked. After two (2) hours each employee shall be paid for actual time worked.

ARTICLE XIII SENIORITY

A. Seniority shall be defined as an employee's total length of service with the Employer beginning with his date of hire. It is agreed, however, that provisional employees shall not have greater seniority than certified employees. In the application of this provision, the most senior provisional employee shall be next in seniority below the least senior certified employee.

B. If a question arises concerning the relative seniority of two (2) or more employees who were hired on the same date the following shall apply for purposes of breaking ties: The employee with the earliest date of certification will have greater seniority. If the dates of certification are the same, preference shall be given in alphabetical order of the employee's last name.

C. The Employer shall maintain, an accurate, up-to-date seniority roster showing each employee's date of certification, date of hire, date of promotion, classification and pay rate. Such records shall be available to the Association upon request.

D. Posts and Bidding

1. All new assignments and vacant assignments which the County seeks to fill shall be posted for bid at the County's various correctional facilities for a minimum of seven (7) working days. The bid sheet shall state Shift and Squad as well as any special requirements for the assignments. The position shall be filled with the most senior employee who bids on the assignment and who has the minimum qualifications to perform the job. If the bid goes vacant after the initial posting, then those who have graduated the training Academy, but do not meet the fifteen months of service requirement will be able to bid for the position. An employee shall not be permitted more than two (2) bids per year.

2. The following posts shall be subject to bid (to the extent available on each shift):

Squad A&B 0600-1800 shift

Center Control (CR#1)	(2)
Clinic	(1)

CR #5 (female only)	(1)
CR #9	(1)
ID/Booking (male only)	(2)
Kitchen Officer	(1)
Classification Officer	(1)
Control #2	(1)
A Wing	(1)
B-Wing	(1)
Control # 4	(1)
C-Wing (male only)	(1)
D-Wing	(1)
Control # 3	(1)
E-Wing	(1)
F-Wing	(1)
I-Wing (new commits)	(1)
Holding	(1)
G-Wing/Cemetery	(1)
Transportation/SA	(2)
ACJ/Transportation 5a-5p	(2) 1 female required
Total Bids	(27)

Squad A&B 0900-2100 shift

Visiting #1 Desk	(1)
Visiting #2 Desk	(1)
Visiting #3 Hallway/Packages	(1)
Recreation	(2)
Programs Officer	(1)
Transportation/SA	(2)
Total Bids	(8)

Squad A&B 1800-0600 shift

Center Control (CR#1)	(2)
Clinic	(1)
Control #5 (female only)	(1)
Control #9	(1)
ID/Booking (male only)	(2)
Kitchen Officer	(1)
Control #2	(1)
A-wing	(1)
B-wing	(1)
Control #4	(1)
C-wing (male only)	(1)
D-wing	(1)

Control #3	(1)
E-wing	(1)
F-wing	(1)
I-wing (new commits)	(1)
Holding	(1)
G-wing	(1)
Transportation/SA	(2)-1 female requirement/1-male requirement
Total Bids	(22)

3. Shift supervisors shall have authority for the purpose of providing the highest level of institutional security, safety and training to reassign employees to other posts for the period of a regular training class (4 weeks). Such movement shall not be subject to the grievance procedure.

E. Except where New Jersey Department of Personnel statutes require otherwise, promotion, demotion, layoff, recall and vacation schedules as well as choice assignments and other situations where substantial employee advantages or disadvantages are concerned shall be based on seniority, with an employee with the greatest amount of seniority given preference provided the employee has the minimum qualifications to perform the job.

ARTICLE XIV EMPLOYEE EXPENSES

A. Upon the effective date of this Agreement, employees required to use personal vehicles in the pursuit of proper and necessary County business shall be reimbursed at the rate of thirty-one cents (\$.31) per mile for the term of the contract. All personal car mileage shall be submitted on the proper forms, to be provided, and such mileage shall be computed from duty station to destination. No supervisor shall order an employee to transport anyone in his privately owned vehicle.

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

C. Upon the effective date of this agreement the County shall provide at its expense transportation at the beginning and ending of each training week from the Mt. Holly Detention Facility to COTA (Correction Officers Training Academy) for officers who are scheduled to receive training. Should the County not be able to provide such transportation the employee shall be reimbursed for mileage of one (1) round trip per week in accordance with this Article.

D. Employees who are not afforded housing at COTA during the training week shall be provided transportation at the County's expense from the Mt. Holly Detention Facility to COTA on each training day or, if such transportation is not feasible, the employee shall be reimbursed for a round trip for each training day such housing is not provided. Payment shall be in accordance with this Article.

ARTICLE XV TUITION REIMBURSEMENT

Permanent full-time employees will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders or designee after a written request to and recommendation to the Board by the Jail Administrator. If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in County service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of reimbursement shall be limited to the equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University per course.

ARTICLE XVI RETIREMENT

A. Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement. The amount of the supplemental compensation payment shall be computed at the rate of one half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no lump sum supplemental compensation payment shall exceed the cap set forth in N.J.S.A. 11A:6-19.

B. Employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be eligible to have his Hospital, Surgical and Major Medical covered by a comprehensive, County self-funded retirement plan. The Employer shall pay up to the same amount toward the County self-funded retirement plan coverage that it contributes toward alternative coverage for each such retiree. Any additional cost for County self-funded retirement plan coverage or coverage for eligible dependents shall be the sole responsibility of the retiree. Prior to being eligible for this benefit, all retirees who are sixty-five (65) years or older must be carriers of Medicare A & B. The County shall continue its current practice of payment of full coverage for the first ninety (90) days following the date of retirement regardless of the number of years of service.

ARTICLE XVII WORK SCHEDULE

A. The regular starting time of work shifts shall not be changed without one (1) week notice to the affected employees unless deemed an emergency by the Jail Administrator in order to provide for the orderly running of the institution.

B. When there is more than one (1) work shift per day within a given classification, preference will be given to the most senior employee.

C. Employees shall be scheduled in accordance with the "Pitman Schedule" with twelve (12) hour work days to be scheduled so as to provide two (2) days off, followed by two (2) days on duty, followed by three (3) days off, followed by two (2) days on duty, followed by two (2) days off, followed by three (3) days on duty unless otherwise requested by the employee and approved by the Jail Administrator. All employees whose schedules are changed to meet emergent needs of the present work week schedules shall be notified in writing.

D. Employees shall be scheduled as follows:

6:00 a.m. to 6:00 p.m..

9:00 a.m. to 9:00 p.m.

6:00 p.m. to 6:00 a.m. .

The County reserves the right to determine the number of officers on each shift. Additionally, officers in specialized assignments will maintain their current work schedules.

Should an employee not be permitted to leave his post or be completely relieved from duty for a thirty (30) minute meal break, he shall be compensated for the full thirty (30) minutes in accordance with Article XII, Overtime.

E. If employees are needed in an emergency to work a shift other than their permanently assigned shift, such temporary transfers shall be based on inverse seniority.

F. All new employees shall be assigned to on the job training (OJT) for two (2) weeks day shift and placed on a post or regular schedule with permanent shift and days off.

G. All employees who have completed a four (4) month probationary period shall be assigned based on seniority a permanent shift. Days off shall not be changed on holidays.

Management maintains its right to change officers work schedules to meet the needs of its operations to include filling any open assignments where the assignment requires minimum qualifications that include at least 15 months experience as a correction officer with the County. Such assignments shall be based upon inverse seniority.

H. Whenever an employee is delayed in reporting for a scheduled work assignment, he shall contact his supervisor in advance. Any employee who calls in within one-half (1/2) hour after

the start of a shift and arrives at work within one (1) hour from the start of the shift shall be permitted to work.

I. Reciprocal Days Off

1. Purpose:

To provide a means by which employees who occupy 24 hours per day, 7 days per week positions can temporarily reorganize their work schedules to attend to personal business.

2. Procedure:

a. When circumstances demand an employee's absence from his/her shift on a given day, the employee may submit a request for a Reciprocal Day. A Reciprocal day is a temporary reassignment between two employees with the same job title who are employed within the same organizational unit. Such reassignments must be mutually agreed upon by both employees, and must take place during the same workweek.

b. To be eligible for a reciprocal day, the petitioner must identify another employee with the same job title within the organizational unit, who will formally agree to work the shift in question. In exchange, the employee requesting the reciprocal day must formally agree to work a shift during the same workweek for the employee who agreed to the temporary assignments. If one of the assignments requires a current weapons qualification, valid driver's license or commercial driver's license, for example, the employee accepting that assignment must possess that qualification.

Applications where employees are not properly qualified for the respective assignments shall be denied. Applications where employees are properly qualified will be approved.

c. To apply for a Reciprocal Day the Petitioner and the co-worker who is willing to be temporarily reassigned will complete their respective portions of an Application for Reciprocal Day form that will be mutually developed by the parties. The completed application, which has been signed by both parties, will be submitted to the employees' department head at least five (5) days before the first schedule change. Applications that are submitted

less than five (5) days in advance may be denied. No request for a reciprocal day will be unreasonably denied.

d. The department head, or designee, shall render a determination on the application for a Reciprocal Day within two days of receipt.

e. The employees who cosigned the application are responsible for contacting the operations unit (for custody staff) or their department head (for non-custody personnel) to determine the status of their application. When the department approves the request, he or she will forward it to the operations unit (for custody) or the unit's timekeeper (for non-custody). Operations unit staff or the timekeeper will note the necessary scheduling assignments for the days on which the temporary reassignments will occur. When an employee agrees to work, as the applicant or co-worker, he/she shall be subject to all Department of Corrections rules and regulations and shall be subject to appropriate disciplinary action for any violation of rules and regulations on a Reciprocal Day he/she agreed to work.

3. Limitations:

In no event may an employee work more than sixteen (16) hours during any twenty-four (24) hour period. Nor may an employee on a twelve (12) hour schedule switch a day off with an employee on the eight and one-half (8.5) hour schedule. Further, the days being switched must be within the same week.

Switches are limited to two (2) days a month per employee, regardless of which officer initiates the switch.

ARTICLE XVIII TRAINING

A. All employees shall, within their one (1) year probationary period, be sent to COTA for formal training.

B. All employees shall be required to attend a minimum of forty (40) hours of in service training per year. All class topics will be approved by the State Department of Corrections. Classes shall cover topics that deal with State and Local Rules and Regulations, health and safety, or other training determined by the State as necessary.

C. Each officer who is required to qualify with a weapon must qualify in accordance with state law. Once an officer qualifies the officer may not attempt to obtain a higher score. Each officer will be given sixty (60) rounds of ammunition for qualification at time of re-qualification. If any officer fails to qualify, such officer will be given remedial training and another additional one hundred and eighty (180) rounds of ammunition, sixty (60) of which will be factory load, to

use for qualification. Upon notice to the employee that he/she is required to re-qualify, the Employer agrees to supply the employee one hundred and twenty (120) rounds of practice ammunition prior to the re-qualification examination. Practice ammunition will be issued on the academy range and must be used on the premises. After initial issue of ammunition and prior to re-issue of new ammunition, all expended casings must be returned to the Employer or his appointed representative.

ARTICLE XIX WORK RULES

A. The Employer shall establish and reduce to writing reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced and shall not conflict with the terms of this Agreement or applicable law. The Employer is required to provide the Association with any proposed changes which changes shall not be implemented until the Association has had a minimum of seven (7) days to review and comment on the same, except in emergent situations. A copy of the current Standard Operating Policy and Procedure Manual for the Burlington County Detention Center shall be distributed to each employee upon being hired. The Association shall be provided one (1) copy of the Jail Administrative Plan Manual and all Post Orders. Additionally, one (1) copy of the applicable post orders shall be available for review by employees and kept on record at each respective control room. A consolidated copy of all post orders for every post in the Jail shall be available for review by employees and kept on record in the Operations Office.

B. Work rules shall be updated by the Employer as necessary. Copies of any changes shall be distributed to each employee, posted on the bulletin boards and mailed to the Association to be inserted in said binder. A copy of any changes to the Administrative Plan Manual or post orders shall be provided to the Association.

C. The Association shall have the right to grieve either upon issuance or application in a specific instance any of the provisions of the documents referred to in Paragraph A and B which are believed to be inconsistent with the terms of their collective bargaining agreement or applicable law.

D. Urinalysis/psychological testing

The procedure for the following provisions shall be set forth in the Burlington County Corrections Department Drug Testing Procedure.

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

Failure in any of the above stated areas shall disqualify the candidate. A candidate who has been disqualified from the eligibility list because he is psychologically unfit to perform the duties of correctional officer may appeal such decision according to N.J.A.C. 4A:4-6.5.

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

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

The Employer may take disciplinary action or discharge an employee when he refuses to submit to a drug test, provided the disciplinary action or discharge is consistent with federal and state laws and regulation and the policy of the County as it relates to drug testing. Any such disciplinary action shall, in addition, be subject to review based on just cause. The Association and affected employees shall also have the right to contest such discipline based on whether a reasonable individualized suspicion existed as required herein.

If an employee consents to submit to a drug test, the Employer shall not take up disciplinary action against an employee unless based on the results of confirmation test. However, the Employer may reassign the employee to another position, based upon availability, pending the completion of a confirmation test, or temporarily suspend the employee without pay, pending completion of a confirmation test provided the Employer reinstate the employee with full pay, benefits, and rights for the period of suspension and delete all reference to the incident from the employee's personnel record if the employee's sample produces a negative result on the confirmation test.

Results shall not be released to any person other than the employee, medical personnel, supervising personnel or other personnel of the Employer as designated by the Employer on a need-to-know basis nor shall any information be released related to a drug test result unless:

- a. The employee has expressly granted permission for the release, or;
- b. The information is released as material evidence upon a showing of good cause, in a filed action; or released, in compliance with Federal and State laws and regulations, as part of the Employer's defense in a grievance proceeding arbitration or administrative hearing, or federal or state investigation or as part of the Employer's material grievance investigation of an employee's complaint.
- c. However, a rejection of a candidate or a presently employed correction officer based upon a positive confirmation test will preclude the respective candidate/employee from employment elsewhere in the County.

3. Current employees/discretionary testing: The Employer may, on a random basis at its discretion mandate current employees to submit to a urinalysis drug test. Such test shall be unannounced, however; the Employer shall give to each correctional officer at least thirty (30) days prior to the first drug testing administered upon the employee a written policy statement to include but not limited to confidentiality and the establishment of the above referenced procedure.

The Employer may take disciplinary action or discharge an employee when he refuses to submit to a drug test, provided the disciplinary action or discharge is consistent with federal and state laws and regulation and the policy of the County as it relates to drug testing. Any such disciplinary action shall, in addition, be subject to review based on just cause.

If an employee consents to submit to a drug test, the Employer shall not take disciplinary action against an employee unless based on the results of a confirmation test. However, the Employer may reassign the employee to another position, based upon availability, pending the completion of a confirmation test, or temporarily suspend the employee without pay, pending completion of a confirmation test provided the Employer reinstate the employee with full pay, benefits, and rights for the period of suspension and delete all reference to the incident from the employee's personnel record if the employee's sample produces a negative result on the confirmation test.

The results of any urinalysis testing shall remain confidential.

Results shall not be released to any person other than the employee, medical personnel, supervising personnel or other personnel of the Employer as designated by the Employer on a need-to-know basis nor shall any information be released related to a drug test result unless:

- a. The employee has expressly granted permission for the release, or;
- b. The information is released as material evidence upon a showing of good cause, in a filed action; or released, in compliance with Federal and State laws and regulations, as part of the Employer's defense in a grievance proceeding arbitration or administrative hearing, or federal or state investigation or as part of the Employer's material grievance investigation of an employee's complaint.
- c. However, a rejection or a candidate or a presently employed correction officer based upon a positive confirmation test will preclude the respective candidate/employee from employment elsewhere in the County.

E. Any full-time, permanent correction officer suffering from an addiction to alcohol, prescription medications or illegal narcotics (to include "controlled dangerous substances") who presents his/her problem to the employer prior to the date his/her name or social security number has been drawn for random drug/alcohol testing shall be offered a one time opportunity to undergo treatment/rehabilitation at the employer's expense (to the extent covered under the employer's health plan) for such addiction. An employee who successfully completes the program shall be placed on a one-year probationary period during which time the employee shall be subject to a

minimum of six random drug/alcohol tests separate and apart from any tests administered under the Burlington County Department of Corrections Drug Policy.

The employer shall post notices on employee bulletin boards and in the muster rooms of each facility notifying employees of the opportunity for treatment/rehabilitation programs under this Article.

ARTICLE XX DISCIPLINARY PROCEDURES

A. Except as otherwise provided in Paragraph I of this Article, no employee shall be suspended without pay or terminated for any departmental charges or for the commission of any disorderly persons offense without a departmental hearing.

B. Employees covered by this Agreement who are summoned to appear before the Jail Administrator for a disciplinary hearing shall be notified in writing at least seven (7) working days in advance of the day on which the hearing is to be held (excluding Saturday, Sunday and Holidays) subject to the following exceptions:

1. Pursuant to N.J.A.C. 4A:2-2.7(a)(1), any officer subject to a pending criminal complaint or indictment must request a hearing, if the employees so desires, within five (5) calendar days of receipt of notice of the Employer's intention to suspend the employee pending the disposition of the complaint or indictment.

2. In the event an employee is suspended without pay pursuant to the provisions of N.J.A.C. 4A:2-2.5(a) (1) and (2) said employee shall be given the opportunity for a hearing as set forth under N.J.A.C. 4A:2-2.5(b).

a. An officer who is scheduled for a Loudermill hearing shall be given not less than twenty-four (24) hour notice of the hearing. At the time notice is given to an officer he shall be advised of all allegations against him and shall be given copies of all documents, reports, and statements available to the Employer.

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

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

E. An adverse determination from a minor disciplinary hearing may be submitted in the grievance procedure at Step 3.

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

1. Copies of all available statements, reports and other documents relating to a preliminary notice of disciplinary action shall be provided to an officer or a PBA representative not less than seven (7) calendar days prior to a hearing on major discipline.

2. The County maintains the right to submit additional documents at the hearing provided copies are given to the officer or the PBA representative. In such event, however, the officer shall have the right to request an adjournment of the hearing for purposes of responding to the additional documents, which request shall not unreasonably be denied.

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

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

I. The terms and conditions as set forth in this Article shall be applicable to all employees appointed from a Department of Personnel certification list without regard to date of hire or length of service. With regard to employees who have not been appointed from a Department of Personnel certification list, the provisions of this Article shall not be applicable for a period of four (4) months from such employee's initial date of hire. Upon completion of four (4) months of employment from their date of hire, such employees shall be entitled to all rights and benefits under this Article in accordance with the following procedure:

1. The Employer shall provide to the employee written notice of pending disciplinary action setting forth in detail the alleged conduct by the employee for which discipline is intended. Said notice shall advise the employee of his right to a hearing before the Jail Administrator or designee prior to the imposition of said discipline. If the employee desires such a hearing, the Association shall submit a written request for the same within seven (7) working days from the date of the employee's receipt of the notification of the disciplinary action. Such hearing will be conducted by the Jail Administrator or designee within thirty (30) calendar days from the date of receipt of the Association's written request.

2. If an adverse determination by the Jail Administrator from the aforesaid hearing results in minor disciplinary action, the employee shall have the right to submit the dispute to the grievance and arbitration provisions per Paragraph E herein. If an adverse determination by the Jail Administrator from the aforesaid hearing results in major disciplinary action, the Association shall submit a written request for the same within seven (7) working days from the date of the employee's receipt of the notification of the disciplinary action. Such hearing will be conducted by the Jail Administrator or designee within thirty (30) calendar days from the date of receipt of the Association's written request.

3. The failure of the employee and/or the Association to request a hearing for a major disciplinary action pursuant to Paragraph I (1) shall constitute a waiver of the rights as set forth in sub-paragraph I (2).

4. Nothing in sub-paragraph I (1-3) of this Article shall be deemed a waiver of any rights of an employee under Civil Service/Department of Personnel regulations nor shall this subsection be applied so as to abrogate such rights.

5. a. Corrections Officers shall not be disciplined unless a complaint alleging a chargeable offense is filed no later than the 45th day after the date on which the County obtained sufficient information to file the matter upon which the complaint is based. The County is under no obligation to notify the Officer that he/she is the target of an investigation, except as provided by Article XXIII, Paragraph F, Section 1. However, in accordance with Article XXIII, Paragraph F, Subsection 3, the County shall notify the Officer and the Union at the close of the investigation that the Officer was the target of an investigation and that no cause for charges were found.

b. The County shall be obligated to bring charges within ten (10) business days of the completion of any investigation. The parties agree that the time limits set forth herein shall be strictly adhered to.

ARTICLE XXI GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURES

A. Definitions: "Grievance" is:

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

2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the Jail, to include minor disciplinary actions. "Working day" is defined as: Monday through Friday, excluding holidays.

B. Procedures: All members of the collective negotiating unit must orally present and discuss his complaint with his immediate supervisor on an informal basis prior to filing a formal Step 1 grievance.

Step 1: Within five (5) working days from the date of the grievable event or occurrence, the grievant shall prepare his grievance in writing stating the remedy desired, and submit the same to the President, PBA Local #249 who shall have five (5) additional working days within which to approve the filing and submit to the Jail Administrator. The Jail Administrator or designee shall have ten (10) working days to schedule, hear and determine the grievance. Said decision shall be made in writing and in triplicate and copies thereof, together with copies of the grievance,

shall be served upon the employee, PBA Local #249 and the County Administrator/Board Clerk of the Board of Chosen Freeholders.

Step 2: Upon receipt of an adverse determination by the Jail Administrator, PBA Local 249 shall have a period of five (5) working days to appeal such determination to the Clerk/Administrator of the Board of Freeholders or designee who shall conduct a grievance meeting, hear and determine the grievance within ten (10) working days after receiving it. The County Administrator/Board Clerk or designee shall issue a decision in writing and in triplicate, and copies thereof, together with copies of the grievance and previous decision, shall be served upon the employee and PBA Local #249.

Step 3: Upon receipt of an adverse determination by the County Administrator/Board Clerk or designee, PBA Local 249 shall have twenty (20) working days to submit such determination to arbitration. Such request for arbitration shall be submitted to the New Jersey Public Employment Relations Commission for the selection of an arbitrator.

C. The parties further agree that they will submit to and be bound by compulsory arbitration, as a last step in the grievance procedure, with the cost thereof to be borne equally by the Employer and Association.

D. At all steps in the grievance procedure, the grievant shall have the right to be represented by Counsel and a representative of the Association.

E. Extensions of time limits may be obtained only by the written consent of the Association and person designated to hear and determine the grievance. The failure to adhere to the time limits herein unless extended shall automatically move the grievance to the next step.

F. The employee and Association shall receive in writing three (3) days notice of time, date and location of hearing at all steps excluding Saturday, Sunday and holidays unless all parties agree to a shorter time period.

G. The provisions hereunder shall be in addition to any rights of employees under applicable Department of Personnel regulations and the submission of any dispute hereunder shall not act as a bar to any employee seeking redress under applicable Department of Personnel procedures.

H. Any grievable event may proceed to the next step by mutual agreement of the parties.

I. If the grievance alleges acts against a person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next higher step in the grievance procedure.

ARTICLE XXII SAFETY AND HEALTH

A. The Employer at all times will maintain safe and healthful working conditions. It will provide the employees with any wearing apparel, firearms, tools or devices necessary to insure their safety and health.

B. The Employer and the Association shall designate at each location a safety committee member. It shall be their joint responsibility to investigate and report to the Jail Administrator unsafe and unhealthful conditions. During working hours, and with no loss in pay, the safety committee member representing the Association shall be permitted to visit his assigned work location where employees covered by this Agreement regularly work for the purpose of investigating safety and health conditions. Time devoted to this activity by the safety committee member representing the Association shall not exceed one (1) hour per day unless additional time is authorized by the Employer.

ARTICLE XXIII OFFICERS BILL OF RIGHTS

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

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

C. If upon review of this personnel file, an employee believes a document to be in error, he may file a rebuttal to the document in question and request the document be removed from his file.

D. Every employee covered by this Agreement shall receive written notification of all earned and unused holidays, vacation, personal leave and sick leave semi-annually. Every employee shall have the right to request and receive an audit of his use or non-use of time off as above when he believes that the County records do not coincide with his own record keeping.

E. Employees shall have the right to make copies of their personnel files at the employee's expense at the rate as set forth in N.J.S.A. 47:1A-1 et seq. Such requests shall be submitted in writing to the Jail Administrator.

F. Departmental Investigations

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the department shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Employer or designee. Usually it will be at the Employer's office or in the location where the incident occurred.

3. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.

5. No member of the department interviewed in the capacity of a witness or the subject of an investigation shall be subject to profanity or vulgar language during the course of an interview or interrogation.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the department, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

7. In cases other than departmental investigations, if an officer is under arrest or if he is a target of a criminal investigation, he shall be given his rights pursuant to current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

9. Under no circumstances shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement, unless repealed by statute in case of polygraphs or approved for administrative investigations by the New Jersey Attorney General for voice print examinations.

ARTICLE XXIV RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to this Agreement to participate in negotiations, grievance proceedings, disciplinary hearings, conferences or meetings, he shall suffer no loss of pay. Whenever possible, such events shall be scheduled upon availability of the Association President and/or basic representation of the membership.

B. The Employer shall provide the Association at all facilities a locked bulletin board. The Association shall be entitled to use said locked bulletin boards for appropriate Association activities without the approval of the Employer. The Association will be allowed use of the inter-office mail system. A mailbox shall be provided at Minimum and Maximum facilities. The use of the inter-office mail system shall be limited to purposes relating to Association business.

C. The Association shall have the use of County buildings at all reasonable hours when appropriately scheduled through the proper authority. The Association has the use of designated facilities and equipment when not in use and without cost. However, the Association will pay the actual cost of any toll calls or cost associated with copying.

D. The President, State Delegate, Treasurer and Recording Secretary, if on duty, shall be given time off for the purpose of attending the regularly monthly meetings of the Association, suffering no loss of time or pay. If the President is ill or on vacation, then the Vice President shall take his place. They shall in writing give the Employer one (1) week notice of said meetings.

E. In each year of the contract, the designated Union representatives shall be granted a total, in the aggregate, of fifteen (15) paid days of excused absences to conduct Union business away from the workplace. Unpaid days may also be taken for this purpose according to the following schedule:

2018 - 13 days

2019 - 13 days

2020 - 13 days

Designated representatives may also use accrued vacation and holidays on the books for PBA business, subject to the approval of the Jail Administrator.

F. The President of PBA Local 249 shall be permitted full release time to conduct Union business for the purpose of grievance proceedings, disciplinary hearings, arbitration, and Union related hearings, conferences and meetings, including but not limited to matters before PERC, the OAL, the DOP, and the Superior Court of New Jersey in any matter in which the Union and the County are parties.

For this purpose, the term full release time shall mean that, upon notification to his superior officer, the PBA President is permitted to leave his post at any time in order to tend to Union business. The provision shall not apply in the event of a jail emergency.

ARTICLE XXV STRIKES

The Association agrees that during the term of this Agreement or as otherwise required by law, it shall not stage, authorize, or participate in any strikes, slow downs, or work stoppages by employees covered by this agreement.

ARTICLE XXVI ASSOCIATION REPRESENTATIVES

The Association shall give notice to the Employer of designated Association representatives at each of the Employer's facilities who shall not be discriminated against due to their Association activities. The Association shall designate a steward for each shift who is expected to provide representation for Association members assigned to his work unit.

ARTICLE XXVII VISITATION OF PREMISES

Designated representatives of the Association shall have the right to enter upon the Jail during working hours with reasonable notice to the Jail Administrator for the purpose of conducting Association business.

ARTICLE XXVIII ASSOCIATION DUES

The Employer agrees to deduct monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly Association Dues. Dues shall be per month or such amount as may be certified by PBA Local #249 to the Employer at least thirty (30) days prior to the month in which the deduction of Association Dues is to be made. Deduction of Association Dues made pursuant hereto shall be remitted by the Employer to the properly designated Association representative entitled to receive the same, by the tenth (10th) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the PBA Local #249 President.

ARTICLE XXIX AGENCY SHOP

A. Any employee who is not a member of the Association shall be required to pay to the Association, commencing with the thirtieth (30th) day after his initial employment or the tenth (10th) day after entry into employment within the bargaining unit herein, a representative fee as a condition of continued employment. **The provisions of this paragraph are no longer legally permitted as of June 27, 2018 pursuant to the Supreme Court of the United States decision in JANUS v. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, ET AL., 138 S. Ct. 2448 (2018).**

B. The aforementioned fees shall be in the amount of eighty-five percent (85%) of the dues, fees and assessments required by the Association to be paid by members and shall be deducted from employee's wages by the Employer and remitted to the Association. **The provisions of this paragraph are no longer legally permitted as of June 27, 2018 pursuant to the Supreme Court of the United States decision in JANUS v. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, ET AL., 138 S. Ct. 2448 (2018)**

C. The Association shall advise the Employer, in writing, of the schedule of fees, dues and assessments set forth in the paragraphs above and all revisions thereof. The Employer shall immediately advise the Association of the identity of all employees covered by this Agreement or the termination of any existing employees in positions covered by this Agreement and shall promptly notify the Association upon the employment of any new employee in positions covered by the Agreement. **The provisions of this paragraph are no longer legally permitted as of June 27, 2018 pursuant to the Supreme Court of the United States decision in JANUS v. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, ET AL., 138 S. Ct. 2448 (2018)**

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

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

ARTICLE XXX MANAGEMENT RIGHTS

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

ARTICLE XXXI OUTSIDE EMPLOYMENT

An employee may engage in outside employment provided prior notice of such outside employment is given to the Jail Administrator and the Board of Freeholders through the Clerk/Administrator. It is understood that outside employment shall not interfere with the efficient operation of the Jail or agency and the recognized priority of the employee's responsibility to assignments in his work as an employee. The Employer reserves the right to advise the employee of any potential conflict of interest or appearance of such conflict in accepting such outside employment. The Employer maintains the right to enforce the County's Code of Ethics.

ARTICLE XXXII LEAVE OF ABSENCE

A. A permanent employee who holds a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to the service, or who for any reason considered good by the appointing authority and the Board desires to secure leave from his regular duties may, with the approval of the appointing authority be granted a six (6) month leave of absence and the Board may extend such leave for an additional period not exceeding six (6) months. Any employee requesting special leave without pay shall submit his request in writing stating the reason why, in his opinion, the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty.

B. Once a request is made the Employer shall respond in writing within fourteen (14) days of receiving said request.

ARTICLE XXXIII MILITARY LEAVE

The existing State statutes with regard to leave for military service in its present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any eligible employee in this bargaining unit.

ARTICLE XXXIV JURY DUTY

A. If an employee is called to serve on a jury, the service time will not be deducted from any leave, and he will receive full pay, if his jury check is turned over to the Employer. Once an employee is notified of his call to serve he shall immediately notify the Jail Administrator.

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

C. The benefits as outlined in paragraph B shall not be applicable to employees who are called as witnesses on behalf of appellants/petitioners in Department of Personnel and/or Office of Administrative Law (OAL) matters relating to or involving an employee's appeal of a discipline imposed by the County.

ARTICLE XXXV ADMINISTRATIVE RULES AND REGULATIONS

The Employer and the Association agree that all rules promulgated by the New Jersey Department of Personnel, Public Employment Relations Commission, Employment Relations Commission of the New Jersey Police Training Commission concerning hiring, firing and training practices or any other matters, whether or not specifically covered on this Agreement, shall be binding upon all parties. The Employer and the Association agree to abide by these Department of

Personnel, Public Employment Relations Commission and Police Training Commission Regulations.

ARTICLE XXXVI EQUAL TREATMENT

The Employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State Law) national origin, color, handicap, Association membership, Association activities, or the exercise of any concerted rights or activities or any other legally protected class. For the purposes of this Agreement he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based. The Association and the Employer shall continue to discourage bias, prejudice and bigotry, and foster understanding of others in the workforce regardless of race, creed, color, national origin, sexual preference, gender and its expression, age, or physical condition.

ARTICLE XXXVII TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2012 and shall remain in full force and effect through December 31, 2020. This agreement shall be automatically renewed thereafter, unless notice is given in writing at least one hundred and twenty (120) days, prior to the expiration of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin no later than ninety (90) days prior to the expiration of this Agreement. The time limits set forth herein are minimum limits and nothing herein shall limit the right of any party to request contract negotiations at an earlier date.

ARTICLE XXXVIII SAVING CLAUSE

In the event of any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such confer on the invalidated Article, Section or Portion thereof. In the event any portion of this Agreement is declared invalid or unenforceable as a matter of Law, the parties shall re-negotiate the terms consistent with the Law.

ARTICLE XXXIX COMPLETE AGREEMENT

The Employer and the Representative acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the Parties.

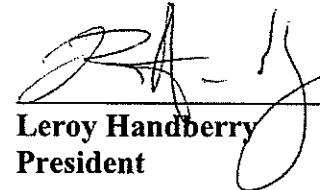
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, President, respectively, attested by their County Administrator and Vice President respectively, and their seals to be affixed this _____ day of _____, 2020.

**BOARD OF CHOSEN FREEHOLDERS
COUNTY OF BURLINGTON**

PBA LOCAL #249




Felicia Hopson 11/24/20
Freeholder Director Date

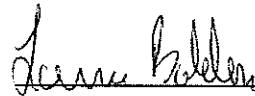


Leroy Handberry 11/16/20
President Date

ATTEST:



Eve A. Cullinan 11/19/2020
County Administrator Date



Lance Bolden 4/16/20
State Delegate Date