

**AGREEMENT**

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**between**

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**BOARD OF COUNTY  
COMMISSIONERS OF THE  
COUNTY OF WARREN**

**and**

**THE DEPARTMENT OF CORRECTIONS OF  
WARREN COUNTY**

**and**

**FOP LODGE 170 SUPERIOR  
OFFICERS**

**January 1, 2023 through December 31, 2025**

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## PREAMBLE

This Agreement made and entered into as of this 22<sup>nd</sup> day of **March, 2023** by and between the County of Warren, a body politic and corporate of the State of New Jersey, hereinafter sometimes referred to as the County, and FOP Lodge 170 Superior Officers, hereinafter sometimes referred to as the Association, is the final and complete understanding between the County and the Association on all negotiable issues. Throughout this Agreement, references to the County shall be meant to include the Board of County Commissioners as a responsible party. Additionally, throughout this Agreement, references to the Appointing Authority shall be meant to include his designee, said designees to include the Warden and the Deputy Warden.

## ARTICLE ONE - Recognition and Scope

### Section 1

The County hereby recognizes the Association as the sole and exclusive representative of all full-time Corrections Sergeants, Corrections Lieutenants and Corrections Captains employed by the County of Warren excluding managerial executives, casual employees, non-law enforcement personnel, confidential employees, and all other employees of the County for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., as amended, in all matters pertaining to wages, hours of work, and other terms and conditions of employment to the extent deemed mandatorily negotiable under said Act.

Per P.L. 2019, Chapter 219, effective January 1, 2020 County Correction Captain shall be retitled County Correctional Police (CCP) Captain; County Correction Lieutenant shall be retitled County Correctional Police Lieutenant; County Correction Sergeant shall be retitled County Correctional Police Sergeant.

### Section 2

Unless otherwise indicated, the terms employee or employees when used by this Agreement refer to all persons represented by the Association in the above-defined negotiating unit.

### Section 3

All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

## ARTICLE TWO - Existing Law

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of the State or Federal Laws or Civil Service Commission Administrative Regulations. Disputes arising exclusively under such laws or regulations shall not be grievable under Article Six of this Agreement.

**ARTICLE THREE - Payroll Deductions for Association Dues**

Section 1

Upon request, the County agrees to deduct from the salaries of those of its employees who authorize it, membership dues from the Association. Authorization must be in writing and comply with the provisions of N.J.S.A. 52;14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with the law, and monies collected together with a listing of the employee, shall be transmitted to the treasurer of the Association by the fifteenth (15th) day of each month following collection.

Section 2

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the County a certified copy of the Resolution indicating dues change(s) and the effective date of such change(s).

Section 3

The Association will provide the necessary dues deduction forms and will secure the signatures of its members on the forms, and deliver the signed forms to the Appointing Authority or his designee. The Association shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the County in reliance upon salary deduction authorization cards submitted by the Association.

**ARTICLE FOUR - Association Representatives, Rights, and Activity**

Section 1: Association Representatives

The Association shall have the right to designate such members of the Association as it deems reasonably necessary as Association representatives, who shall not be discriminated against due to their legitimate Association activities.

Section 2: Association Rights

A. Access to Premises

1.
  - a) Upon twenty-four (24) hours advance notice to the County the Association President or Vice President shall be admitted to the premises of the County for the purpose of conducting legitimate Association business, provided this does not interfere with or interrupt normal operations of the employer's facility. Admittance to the Warren County Correctional Center shall not be afforded to said Association representatives during meal periods and lock up periods.
  - b) Said representatives shall have the opportunity to consult with employees in the negotiations

unit. The Warden shall designate appropriate places for said consultations. Such consultations may be held provided they do not interfere with or interrupt the orderly flow of work and normal operations of the employer's facility.

- c) The employer's permission, which shall not be unreasonably denied, must be obtained in advance of admission to the premises and/or consultation with employees, as set forth in subsections a and b above. Reasons for denial shall be stated in writing, in the absence of which, permission is deemed granted.

### Section 3: Association Activity

A. The County agrees that during working hours and without loss of pay the number of designated Association representatives set forth below shall be permitted to engage in the activities specified, provided prior approval is granted by the Warden or his designee and provided participation in such activities does not interfere with or interrupt the normal operations of the employer's facility:

1. Two (2) Association representatives, namely the Association President and Vice President, shall be permitted to represent an employee at a grievance meeting. The aggrieved employee will also be permitted to attend the meeting without loss of pay. In his discretion, the Warden may permit other employees to attend a grievance meeting without loss of pay. Failure of the County to excuse from duty more than the said two Association representatives and the employee shall not be grievable.
2. Up to two (2) Association representatives who are on duty on the same shift shall be permitted to attend negotiations meetings with the County's representatives without loss of pay. Up to two (2) additional employees who are off duty may attend negotiations meetings provided they are authorized to do so by the Association. It is expressly understood that the total number of employees permitted to attend negotiations meetings shall not exceed two (2) employees from the same shift. As an exception to the foregoing, additional employees may attend if such attendance is approved in advance by the Warden.

### Section 4: Leave for Association Activity

A. The County agrees to provide Association representatives one (1) paid day leave every other month to attend trustees' meetings, up to seven (7) paid days leave per calendar year to attend the Association's annual conference, and up to three (3) paid days leave per calendar year to attend the Association's annual mini-conference. A total of no more than fifteen (15) paid days shall be taken in any one calendar year under the terms of this Section. This leave is to be used exclusively for the purpose stated. Notification of the need to use such leave shall be given to the Warden in writing at least fourteen (14) days in advance by the Association. The Association agrees to make its best efforts to avoid creating an overtime situation in selecting attendees. The Warden agrees to cooperate in work

scheduling to accommodate the foregoing.

Section 5: Workplace Democracy Enhancement Act

See Appendix A for Memorandum of Agreement (MOA) between FOP Lodge 170 Superior Officers and the County of Warren executed February 26, 2019. As a result of the passage of the NJ Workplace Democracy Enhancement Act – Public Law 2018, Chapter 15, the MOA addresses the sharing of the employee information and the union’s use of the employer’s E-mail messaging system.

**ARTICLE FIVE - Management Rights and Responsibilities**

Section 1

In order to effectively administer the affairs of the County Government and to properly serve the public, the County of Warren hereby reserves and retains, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management’s prerogatives include the following rights:

1. To manage and administer the affairs and operations of the County;
2. To direct it’s working forces and operations;
3. To hire, promote, assign or reassign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action against employees consistent with Civil Service law;
5. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of County Government.

Section 2

The County’s use and enjoyment of it powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and of the United States.

Section 3

The County shall furnish the Association with a copy of any change in the Rules and Regulations at least thirty (30) days prior to the effective date thereof. The County shall notify the Association of the proposed changes in terms and conditions of employment contained in said rules and regulations and discussions shall commence thereon, within 30 days of such notice. With regard to new or revised Rules and Regulations dealing with non-negotiable matters, the County shall provide the Association with a copy on or before the effective date of the new or revised Rule or Regulation.

Section 4

It is agreed and understood that the County’s exercise of its management rights and responsibilities,

including those matters expressly stated in this Agreement to be within the County's discretion, shall not be grievable.

#### **ARTICLE FIVE A - Labor-Management Meetings**

A. A Committee consisting of the Appointing Authority, Warden or designee and Union Representatives may meet for the purposes of reviewing the administration of the Agreement and to discuss problems which may arise therefrom. For the purpose of this Agreement, these meetings, which shall not exceed four (4) per year except upon mutual consent, are not intended to bypass the grievance procedure nor to be considered collective negotiation meetings, but rather are intended as a means of fostering good and sound employment relations through communications between the parties.

B. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

C. A maximum of two (2) representatives of the union may attend such meeting and if held during regular work hours, they shall be granted time to attend without loss of pay.

#### **ARTICLE SIX - Grievance Procedure**

##### Section 1: Definition

A. Grievance: A grievance is an alleged violation of terms and conditions of employment as set forth in this Agreement or any dispute with regarding to the Agreement's meaning or application. (This is also referred to as a contractual grievance.) A grievance as defined herein shall also include a dispute concerning the meaning, interpretation or application of personnel policies or administrative decisions affecting the welfare of an employee covered under this Agreement. Such latter grievance, which is known as a non-contractual grievance, may only be processed to Step 2 below. The term grievance (including contractual and non-contractual) and the grievance procedure set forth herein shall not apply:

1. To matters which involve the interpretation or application of a Civil Service Rule or Regulation or N.J.S.A. Titles 11 and 11A (Civil Service), and in which method of review is prescribed by law, rule or regulations;
2. To matters which involve the interpretation or application of any other State or Federal statutes or rule or regulation of any Federal or State agency and in which a method of review is prescribed by law, rule or regulation;
3. To matters where the Warden is without authority to act;
4. To those matters which the Association raised or could have raised during the negotiations that led to this Agreement;
5. To those matters excluded from the grievance procedure by other provisions of this Agreement.

B. Immediate Superior: An employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

Section 2: Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems affecting employees arising under this Agreement.

The parties agree that disputes shall be resolved at the lowest possible administrative level. Thus the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

Section 3: Steps of the Grievance Procedure

Step 1: An aggrieved employee must file his grievance in writing with the Deputy Warden within ten (10) calendar days of the occurrence of the matter complained of or within ten (10) calendar days after he would have reasonably been expected to know of its occurrence. In order for a written grievance to be timely and effective, the written grievance must set forth a statement of the factual and legal contentions upon which the grievant relies, and statement of the contract violation(s) alleged (if any), a statement of the results of prior discussions thereon, and a statement explaining why the grievant is dissatisfied with such results. The grievant shall be prohibited from subsequently expanding the matters contained in the written grievance, except for additional matters that occurred subsequent to the date the written grievance was filed.

If the grievance is not resolved satisfactorily or if no written decision is made within five (5) working days by the Deputy Warden, the employee may present his grievance to the Warden setting forth the reasons for his dissatisfaction with his immediate superior's decision.

Step 2: In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time provided, the aggrieved employee may present his grievance to the Warden within five (5) calendar days thereafter. Upon receipt of the grievance, the Warden shall investigate the grievance and shall render a written decision thereon within ten (10) calendar days. Grievances involving the meaning, interpretation or application of personnel policies and/or administrative decisions shall be finally decided at this Step by the Warden. Only contractual matters may be appealed to Step 3 or higher.

Step 3: In the event there is not a satisfactory resolution of the grievance at Step 2 or an answer given within the time provided, the grieved employee may present his grievance to the Appointing Authority within ten (10) calendar days thereafter. To be timely and effective, the written grievance must set forth a statement of the factual and legal contentions upon which the grievant relies, a statement of the contract violation(s) alleged (if any), a statement of the results of prior discussions



thereon, and a statement explaining why the grievant is dissatisfied with such results. The grievant shall be prohibited from subsequently expanding the matters contained in the written grievance, except for additional matters that occurred subsequent to the date the written grievance was filed. Upon receipt of the grievance, the Appointing Authority shall investigate the grievance and shall render a decision thereon within ten (10) calendar days.

Step 4: If the grievance is not settled through Step 3, then either the Association or the County may move an arbitrable grievance to arbitration by notifying the Public Employment Relations Commission. The request for arbitration shall be made within fourteen (14) calendar days after decision is rendered at Step 3. Request for arbitration shall be made upon written notice to the opposing party.

An arbitrator shall be selected in accordance with the Rules and Regulations of the agency where the arbitration has been filed, and shall be appointed to hear the grievance and render his award in writing. The award shall set forth the facts and the arbitrator's reasons for reaching his result, and shall be final and binding on both parties, subject to applicable review procedures under Title 2A. The cost of the arbitrator's fee shall be paid by the losing party as well as all other costs reasonably related to the arbitration including the prevailing party's attorney's fees. The arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue his decision within thirty (30) calendar days after the close of the hearing unless the time for rendering the award is extended upon the consent of the parties. The arbitrator shall only consider a dispute which comes within this Article (i.e., a contractual grievance as defined above) and shall interpret this Agreement as written and shall have no authority to alter, amend, or add to or delete from the terms of this Agreement.

If the County fails to meet on any grievance and/or answer any grievance within the prescribed time limits as herein above specified, the grievance may be processed to the next step of the grievance procedure if it is otherwise allowed by this Article.

#### Section 4: Representation

In the presentation of a grievance, an employee shall have the right to present his grievance or to designate a representative to appear with him at any step in his grievance. An employee is entitled to be represented by an attorney of his own choosing at Steps 3 and 4.

#### Section 5: Exclusivity and Timeliness

This grievance procedure shall constitute the exclusive method for raising disputes covered by the terms of this Article Six. The failure to file or process a grievance in accordance with the time lines herein shall constitute an abandonment of the dispute. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any

step in the grievance procedure.

Section 6: Discipline

A. The parties agree that all disciplinary actions shall be appealed through this Section 6 and shall be in accordance with the New Jersey Civil Service Rules, as applicable to employees in Local Service. The County agrees to abide by the Attorney General Guidelines concerning internal affairs policy and procedures, which guidelines are incorporated herein by reference.

B. Employees as defined in N.J.A.C. 4A:2-2.1 shall be subject to major discipline as defined in N.J.A.C. 4A:2-2.2 and minor discipline as defined in N.J.A.C. 4A:2-3.1(a) for the general causes set forth in N.J.A.C. 4A:2-2.3.

C. A provisional or temporary employee may be disciplined at any time at the discretion of the Employer. A provisional or temporary employee who has been disciplined shall have no right of appeal or to a disciplinary hearing unless as otherwise provided by law or by the terms of this Agreement, provided, however, that a provisional employee employed continuously for six (6) months or more may have a hearing with the Board of County Commissioners or their designee as provided below, with no right of appeal beyond that.

D. If an employee is entitled to a hearing under this Section 6, the hearing shall be conducted by the Board of County Commissioners or their designee, and pursuant to such rules or procedures which the County shall deem appropriate or as required by the New Jersey Civil Service Rules and Regulations.

E. Employees shall be provided with the appropriate Civil Service Commission disciplinary notice. Any employee appealing such action within ten (10) days of receipt of the notice shall be granted a disciplinary hearing. If the employee is not satisfied with the decision of the Board of County Commissioners or their designated hearing officer, the employee may appeal as permitted by law to the Civil Service Commission for a hearing before an Administrative Law Judge. Any hearing and subsequent decision conducted pursuant to Section D for minor disciplinary action, shall constitute the final step of the review procedure.

F. The County's designated hearing officer, if any, in such disciplinary hearings shall be chosen with a view to his objectivity and in no case shall the said hearing officer be the person who brought or prepared the charges against the employee.

G. At any disciplinary hearing, the employee may be represented by any union representative or attorney of his choice.

H. The employee's representative will be provided, upon request, at least four (4) days prior to the hearing, with all written documents and statements which will be used against the employee at the hearing, as well as a list of witnesses that will be called by the Employer. At least two days prior to the hearing, the employee's representative shall provide to the Board of County Commissioners or

their representative copies of all documents and written statements the employee intends to rely upon at the hearing and names and addresses of all witnesses.

I. All such hearings shall follow the following format:

1. Reading of charges and specifications
2. Presentation of case by the County
3. Presentation of case by the appellant
4. Rebuttal by County and appellant, if necessary
5. Summation of case by appellant
6. Summation of case by County

J. Direct and cross-examination of witnesses shall be allowed. Either party may request that witnesses be sequestered. The Board of County Commissioners or their designated Hearing Officer, if any, may determine that witnesses be sequestered without a request from either party.

K. Whenever written eyewitness accounts of incidents are used as evidence the person who signed such document shall be available for cross-examination or the documents cannot be used at that hearing.

L. The Board of County Commissioners or their designated hearing officer shall render his decision within twenty (20) days of the close of the hearing. Said decision shall include discussion of testimony or evidence, specific findings of fact and conclusions based on findings of fact and applicable laws and rules and regulations.

**ARTICLE SEVEN - Salaries, Shift Differential, Promotions and Demotions**

Section 1

A. The following salary guide shall apply to the title of County Correctional Police Captain (CCP Capt) effective January 1, 2023:

<u>RANK</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>
CCP Capt	131,584	131,584	131,584

B. The following salary guide shall apply to all current County Correctional Police Lieutenants (CCP LT). Note, in the event a current CCP Sergeant who was promoted to that rank prior to January 1, 2020, gets promoted to CCP Lieutenant, the promotional step guidelines and procedures set forth in Article Seven-Section 1(C) will apply:

<u>RANK</u>	<u>1/1/23 - 4.5% ATB</u>	<u>1/1/24 - 0% ATB</u>	<u>1/1/25 - 0% ATB</u>
CCP LT	127,751	127,751	127,751

The following salary guide shall apply to all current County Correctional Police Sergeants (CCP Sgt) promoted to that rank prior to January 1, 2020:

<u>RANK</u>	<u>1/1/23 - 3.5% ATB</u>	<u>1/1/24 – 1.5% ATB</u>	<u>1/1/25 – 0% ATB</u>
CCP Sgt	108,366	109,991	109,991

Note that effective January 1, 2014 – December 31, 2019, the salary amounts include those payments formerly made as Longevity (Article 12) and Uniform and Maintenance Allowance (Article 21).

C. For individuals who attained the rank of Sergeant prior to January 1, 2020 and are promoted to CCP Lieutenant, promotional salaries shall be calculated as follows:

1. The difference between the current salary and salary of the new rank at the time of the promotion will be divided by two (2) and added to the employee’s current salary for the first twelve (12) months.
2. On the anniversary date of the promotion the employee’s salary will increase to the salary appropriate to the rank and year listed in Section 1(A).
3. Any subsequent pay adjustments shall follow the schedule in this agreement.

Example: Sergeant Jones is promoted to Lieutenant on August 1, 2023. The Sergeant’s current salary is \$108,366, the salary for a Lieutenant is \$127,751. The difference is \$19,385 and is divided by two equals \$9,693. Newly promoted Jones’ salary from August 1, 2023 through July 31, 2024 will be \$118,059 (\$108,366 + \$9,693). On August 1, 2024, the one year anniversary of the promotion Lieutenant Jones’ salary will increase to \$127,751. Once the promoted individual has completed the promotional step on their one year anniversary date, their salary shall be the same as an equal rank. The individual will receive any future salary adjustments at the same time as those of an equal rank.

\*The promotional salary in Section 1(C) will expire at the end of the contract period (12/31/2025) and shall be revisited to determine its inclusion in future contracts).

D. The following salary guides and promotional procedures shall apply to all future CCP Sergeants and/or bargaining unit members employed by Warren County Department of Corrections following January 1, 2020:

- 1) The following salary guide shall apply to all individuals promoted from County Correctional Police (CCP) Officer to CCP Sergeant, and all current CCP Sergeants who attained that rank after January 1, 2020. To be placed at step one at time of promotion; Step movement to occur annually on anniversary date of promotion:

<u>Step</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>
1	93,047	93,588	93,588
2	100,707	101,790	101,790
3	108,366	109,991	109,991

2) The following salary guide shall apply to all CCP Sergeants who attained that rank after January 1, 2020 and are promoted to CCP Lieutenant. To be placed at step one at time of promotion; Step movement to occur annually on anniversary date of promotion:

<u>Step</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>
1	114,828	115,550	115,550
2	121,290	121,650	121,650
3	127,751	127,751	127,751

3) Once the promoted individual has completed the three step promotional procedures and reached step three of the salary guide, their salary shall be the same as an equal rank on their respective salary guide. The individual will receive any future salary adjustments at the same time as those of an equal rank.

#### Section 2

The shift differential for the Evening (or Second) shift shall be \$.60 (60 cents) per hour, and the shift differential for the Night (or Third) Shift shall be \$.85 (85 cents) per hour.

#### Section 3

For the term of this Agreement the current weekend differential shall be continued for all employees, that is, \$.95 (95 cents) per hour for each hour worked on a weekend. This differential shall be paid in addition to any applicable evening or night differential. For purposes of this Section a weekend is defined as the period from 12:00 a.m. on Saturday through and including 11:59 p.m. on the following Sunday.

#### Section 4

Shift Overlap -For the term of this Agreement, employees shall be paid time and one-half their hourly rate of pay for a fifteen (15) minute overlap per shift per day.

#### Section 5

Demotions- Upon demotion, the employee shall receive the salary he would have received had he occupied the demotion position continuously from the date he commenced occupying the position from which he was demoted. In other words, the employee's salary history is reconstructed as if the employee had occupied the demoted position continuously since that starting point. The foregoing represents a method of computation, and does not cause reduction, repayment, or reimbursement of salary paid prior to any demotion.

Section 6

The County's biweekly payroll system shall be continued.

Section 7

At the time of separation from service any advanced sick, vacation or personal time shall be paid back out of the employee's final pay check.

Section 8

Employees will be paid for work performed out of rank if they perform the duties of a higher rank for a consecutive period of at least 21 working days or 30 calendar days.

Section 9

Upon the execution of this agreement, the County shall be responsible for the full cost of meals provided to members, not to exceed one (1) meal per shift, per member.

Section 10

The County shall provide a one-time gross payment of \$11,000 each to the following members: Flynn, Ackerman, Gubelmann, Mackenzie, Miller, Penyak, Collins, Blount, Grant, Jansen, Sanchez, Broesder, Reichard. Amount not added to base salary or salary guides. Payment shall be made to members within 60 days of execution of this agreement.

**ARTICLE SEVEN A - Work Hours**

Section 1

Correctional Sergeants and Correctional Lieutenants will be assigned to one of the stationary shifts. These shifts are 6:45 am to 3:00pm; 2:45 pm to 11:00 pm; and 10:45 pm to 7:00 am inclusive of shift overlap. Sergeants will work every other weekend. Each shift will have a Lieutenant assigned to a Monday through Friday schedule with weekends and holidays off.

Section 2

As an exception to the matters set forth in Section 1 above, all administrative employees are assigned to the 6:45 am to 3:00 pm shift, and scheduled to work Monday through Friday with weekends and holidays off. In addition, administrative employees may work overtime or a switch on a holiday or weekend. An administrative employee refers to the Judicial Operations Lieutenant, Internal Affairs/ Administrative Lieutenant, Fugitive Recovery Sergeant and Training Sergeant.

Section 3

Sergeants and Lieutenants may swap shifts so long as the result does not require the county to pay overtime. Said shift swap must have the approval of the Warden or his designee.

Section 4

In the event that a temporary supervisor shift reassignment is needed to cover extended sick leave, military

leave, family leave, leave without pay or any other emergency, management will first inquire interest from any supervisor of equal ranking. If no supervisor expresses interest in voluntarily changing shifts, management will examine all essential aspects, including but not limited to job assignment and seniority and in its judgement make the most practicable, fair decision in regards to reassignment.

#### Section 5

All superior officers who work the overnight (11-7) shift on any time changes pertaining to daylight savings, shall be paid for each hour worked.

### **ARTICLE EIGHT - Overtime**

#### Section 1

All employees in full-time positions shall be paid time and one-half prorated on their current salary for such time as they are requested to work in excess of their normal workweek. It shall be the policy of the County that no overtime shall be allowed for work which could be accomplished during the normal working hours; therefore, accompanying the vouchers submitted for overtime pay must be a statement submitted by the Warden or his designee certifying to the necessity and reason for overtime. Effective with the execution of this agreement, overtime shall be paid either through cash or compensatory time. Supervisors working overtime shall document in advance whether they choose to be compensated in cash or compensatory hours. Compensatory hours shall be accrued at the same rate as overtime compensation. The use of accrued compensatory hours may be allowed by the Warden or his designee in the same manner and criteria as Administrative Personal Leave (Article Eleven – Section 5) and shall not unduly disrupt operations nor result in the employer paying overtime.

Employees may accumulate compensatory time not to exceed **48** hours in a calendar year. When the compensatory time balance exceeds this limit, the employee shall be paid overtime at one and one half time the regular rate earned by the employee at the time the employee receives such compensation. Any compensatory time not used by December 1st of the year in which it is earned shall be paid to the employee in the regular December pay cycle.

An employee who has accrued compensatory time off authorized pursuant to this section shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than the final regular rate received by such employee.

#### Section 2

Employees working on a holiday shall receive a holiday premium of two (2) times their normal hourly rate of pay for each hour worked on a holiday. In addition, the employee shall be entitled to one (1) compensatory day off from work at a later date for each holiday worked.

### Section 3

Employees working overtime on a shift where they receive shift differential shall be paid said shift differential in addition to their overtime pay for the hours worked.

### Section 4

Any employee called into work, as determined by the Warden, shall receive a minimum of two hours pay at time and one-half (1-1/2) the employee's normal rate of pay provided such time is not contiguous to the employee's work day in which event the employee shall be paid at time and one-half (1-1/2) for the hours worked until the start of the employee's work day and then be paid at straight time.

### Section 5

The Warden shall provide seven (7) days notice prior to the change of an employee's shift, but only in the event the Warden is aware of the need for a shift change at least seven (7) days in advance of such change. If less than seven (7) days notice is given under the circumstances described above, the employee will be paid at the rate of time and one half.

### Section 6

A **STORM DAY OR EMERGENCY** requiring the closure of County offices shall mean only an official declaration of same made by the Board of County Commissioners or the County Administrator and shall not include those declared by the State of New Jersey or those promulgated by the Warren County Department of Public Safety, Office of Emergency Management. For the purposes of this Agreement, a **STORM DAY OR EMERGENCY** declared by the Board of County Commissioners or County Administrator shall be memorialized by memorandum to be filed with and retained by the Finance Department, Payroll and shall include starting and ending dates and times of the closure of County offices.

### Essential Employees

For purposes of this Agreement, all FOP 170 members are considered essential employees.

Essential employees shall be paid double time for each hour worked by them during a **STORM DAY OR EMERGENCY** when officially declared by the Board of County Commissioners or County Administrator. The double time shall be earned for all hours worked during the entire period of an officially declared **STORM DAY OR EMERGENCY**.

In the event an essential employee cannot report for work because of storm conditions or emergency conditions, the time lost from work will be charged against accumulated vacation or personal leave time. In the event that no such leave time is available, the time lost from work will be charged as time off without pay. If an essential employee is unable to report to work, the employee must report this absence no less than one and one-half (1½) hours before the starting time of their shift or the start of their normal workday.

### Essential Employees with Previously Approved Leave of Absence



During any officially declared **STORM DAY OR EMERGENCY**, employees absent from work for a previously approved leave of absence, paid or unpaid, shall remain in such status. These may include vacation leave, personal leave, sick leave, workers compensation leave, FMLA/FLA leave, disciplinary leave. In the event that an essential employee with a previously approved leave of absence is available to report for work, is called out by their Department/Division Head and does report for work, such employee shall be paid as described in this Agreement and the previously approved leave time shall be credited to the employee's leave time balances.

It is hereby agreed that matters involving the decision to officially declare a **STORM DAY OR EMERGENCY** and the dates and times thereof are held to be the prerogative of management and are reserved to the Employer's discretion.

## ARTICLE NINE - Vacations

### Section 1

All permanent or provisional full-time employees covered by this agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation Leave as provided herein.

1. One working day of vacation for each month of employment during the first calendar year of employment.
2. Twelve working days of vacation from one through five years of service.
3. Fifteen working days of vacation from six through twelve years of service.
4. Twenty working days of vacation from thirteen through twenty years of service.
5. Twenty-five working days of vacation at the beginning of the twenty-first year of service.

### Section 2

Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established employer policy. Vacation allowances must be taken during the current calendar year at such time as permitted or directed by the Warden, unless the Warden determined it cannot be taken because of pressure of work. Only one year of earned vacation allowance may be carried forward to the next succeeding year. Where an employee has earned vacation in excess of one year allowance as of October 1, the employee will meet with his supervisor to schedule such vacation time as may not be carried into the succeeding calendar year, so that no accrued vacation time will be lost.

### Section 3

Upon separation from the County or upon retirement, an employee shall be entitled to vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the

preceding calendar year.

#### Section 4

When a vacation allowance for an employee changes based on his years of service during any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth day of the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

#### Section 5

The Warden and his delegated representatives shall attempt to schedule work, in so far as possible, to preclude changes in the vacation scheduling.

#### Section 6

During Seniority Vacation Selections Employees may submit two (2) separate requests for vacation time of five (5) consecutive workdays or more during the first and subsequent second round of selections. These selections shall be scheduled where practicable on the basis of seniority within the specific job title classifications. Seniority Vacation Selections shall be considered approved provided no more than three (3) superior officer shall be permitted to be on vacation leave at any one time and it being understood that whenever an employee is on National Guard (or similar military) duty the maximum number of employees on vacation shall be reduced to two (2). Approved vacation leave shall be posted on a Master Vacation Calendar. Seniority Vacation Selections of less than five (5) consecutive workdays may be scheduled by mutual agreement between the employee and his supervisor or the Warden.

After Seniority Vacation Selections have been concluded, additional selections for vacation leave may be submitted, on a first come first served basis, for one or more days. These vacation days may be taken in single day increments on weekends but not holidays. Selections submitted twenty-one (21) days or more in advance of the day(s) requested shall be granted subject to the availability of vacation time according to the Master Vacation Calendar.

Requests for vacation leave submitted after completion of seniority picks but not made 21 days in advance may be granted subject to development of the work schedule for the period in which the vacation leave is desired to include staffing requirements for that period as determined by administration.

Should any approved vacation leave requests create a need for supervisory coverage, any such coverage shall be considered "anticipated overtime". As such, this anticipated overtime shall be offered to supervisory staff via written notice. This overtime shall be filled on a voluntary basis utilizing higher seniority and lower overtime hours worked, respectively, as qualifying factors. Should supervisory personnel not volunteer for an approved vacancy prior to ten (10) days before the date of the vacancy

management shall exercise its right to schedule work to preclude changes to any approved vacation leave. The vacation policy as described above is intended as an ongoing method to ensure the maximum ease of access to accumulated vacation leave time for staff. It shall not be nor is intended to compromise or infringe upon management right as described in Article Five of the labor agreement.

Section 7

If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate or legal representative.

Section 8

No vacation days shall be taken for less than a full day, except at the discretion of the Warden.

Section 9

Employees shall not be credited with vacation time if they are on an approved leave of absence without pay for period in multiples of one month or major part thereof.

**ARTICLE TEN - Holidays**

Section 1

The legal paid holidays which are recognized holidays for the purposes of this Agreement are as follows:

- New Year's Day
- Martin Luther King's Birthday (Observed)
- Lincoln's Birthday (This holiday shall be deleted from the schedule at such time as this deletion is made effective for all law enforcement bargaining units of Warren County)
- Washington's Birthday (Third Monday in February)
- Easter Sunday
- Memorial Day (Last Monday in May)
- Juneteenth Day (Third Friday in June)
- Independence Day
- Labor Day
- Columbus Day (Second Monday in October)
- Election Day
- Veteran's Day
- Thanksgiving Day and the Friday succeeding the same
- Christmas Day

Section 2

Holidays shall be celebrated on the days on which they occur for all purposes including the receiving of holiday pay. However, with regard to employees who work Monday through Friday with weekends off,

when holidays fall on a Saturday or Sunday respectively, said holidays shall be celebrated on Friday or Monday respectively.

### Section 3

A. Employees working on legally declared holidays shall be paid holiday pay as defined in Article Eight above. With regard to the scheduling of compensatory days off, the first through the fourth such days off in any calendar year shall be requested by the employee to occur by no later than October 31st, but no weekend day may be selected. Submission of requests shall occur no earlier than January 1<sup>st</sup> and no later than September 30<sup>th</sup>. Requests shall be granted by the employer provided that the requested day off may be granted without interference with the proper conduct of the government function involved. Any compensatory days off beyond the fourth in any calendar year shall be scheduled by the Warden.

B. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence. An excused absence includes an absence for which a note from a doctor is tendered by an employee, subject to verification by the County.

C. In order to achieve the facility's needs in terms of minimum manning on holidays, the employees who are permitted to be off will be selected on the basis of a first come, first served. If additional selections are required, such selections shall be based upon the employees having the greatest number of accrued and unused holiday compensatory days off.

D. In the event that low staffing levels or other circumstances make it advantageous to the efficient, effective and secure operation of the facility, the Warden or his designee may offer, by December 1 of each calendar year, all affected employees the opportunity to be paid for any unused holiday compensatory days remaining at that time. Said payment will be included in the regular December pay cycle.

The rate of pay for these unused holidays will be the regular rate including applicable shift differential.

Employees may notify the Warden of the willingness to take this option, if offered, at any time during the year. If the situation arises in which it proves useful and advantageous to do so, the employee may be given that opportunity.

### Section 4

In addition to the aforementioned holidays, the County will have the option to grant a holiday when the President of the United States as Chief Executive of the U.S. declares a holiday by proclamation; or when the Congress of the United States shall pass and declare a holiday to be legal under the laws of the U.S., or when the Governor of the State of New Jersey shall pass and declare a holiday to be legal under the laws of the State of New Jersey. Additionally, if the County elects to close any County office by virtue of a

County declared holiday for that office (including weather related closings), and the employees in this unit are required to work on such declared holiday, such employees shall be entitled to equivalent compensatory time off to be scheduled by the employees on such dates as are approved by the Warden or his designee.

## **ARTICLE ELEVEN - Leaves of Absence**

### **Section 1: Sick Leave**

Sick leave shall accumulate at the rate of one day per month in the first calendar year of service, commencing in the first month or major portion thereof, from the date of hire.

Beginning with the second calendar year of employment, in anticipation of continued employment, employees shall be credited with fifteen (15) sick days as of January 1 of the calendar year. If separation from employment occurs before the end of said year and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave in excess of the number to which he was entitled.

Employees shall not be credited with sick leave days if they are on an approved leave of absence without pay for periods in multiples of one month or major part thereof.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, or illness in immediate family, accident or exposure to contagious disease. Sick leave may also be utilized for the purpose of prenatal care and/or birth of an employee's child.

#### **Sick Leave Verification**

1. At the discretion of the Appointing Authority, he may at any time require the employee seeking sick leave to submit acceptable medical evidence on county-approved form.
2. If an employee is absent for five consecutive working days, a doctor's certificate may be required upon returning to work.
3. For sick leave totaling more than fifteen days in a calendar year, a doctor's certificate shall be required upon returning to work.
4. Up to two weeks sick leave shall be approved to any employee for emergency attendance upon a member of his immediate family (father, mother, spouse, child, foster child, sister, brother, or other near relatives residing in the employee's household) critically ill and requiring the presence of such employee. Additional sick leave may be granted by the Board of County Commissioners if special circumstances so require.
5. If all bereavement leave set forth below in Section 6 has been exhausted, then up to two weeks sick leave may be approved because of death in the immediate family as that term is defined in Section 1 (4) above.
6. If the sick leave is not approved by the Warden, time off taken will be charged against any available

leave time. If the employee does not have any available leave time, the employee will suffer loss of pay for such time off taken.

7. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave in Civil Service Commission Rule 4A:6- 1.3, shall notify the on-duty supervisor by telephone at least one (1) hours prior to the beginning hour of work for his position. Notification on less than one (1) hours notice may be acceptable only in extremely compelling circumstances that are documented to the Warden's satisfaction.

#### Section 2: Unused Sick Leave -Retirement

A permanent employee who enters retirement (other than deferred retirement) from the Employer's service and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at a rate of one-half 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 such supplemental compensation payment shall exceed \$15,000.00. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or at the option of the employee on quarterly dates: January 1, April 1, July 1 and October 1, with payments beginning on the quarterly date next following the date of retirement.

The foregoing reference to the option of the employee, is predicated upon the employee notifying the County of his intention to retire by no later than October 1 of the calendar year prior to the calendar year in which retirement shall be effected. If such notification does not occur until subsequent to said October 1 date, then the aforesaid option shall be the County's rather than the employee's it being understood that the County will make his best efforts to honor the employee's preference.

#### Section 3: Workers' Compensation Insurance & Sick Leave Injury Insurance

The employer agrees to purchase and maintain in force sick leave injury insurance to cover all employees for work loss due to injuries received on the job. The county was informed by its carrier that any members of the SERT team participating in training exercises at the county correctional center or designated training site, even if doing so on their own time without pay, are protected by the county's workers' compensation insurance coverage if injured during such participation.

The employee shall receive full pay from the first day for an on-the-job injury. Sick leave injury will not be charged to the employee's sick leave. Workers' Compensation and insurance accident reports must be filed with the Employer's Office in accordance with current county policy. Future changes can be made unilaterally only if required by the County's insurance carrier. The County agrees to provide thirty (30) days advance written notice to the Association of any proposed change to such policy.

The insurance carrier will issue the Workers' Compensation checks to the County for disbursement to the employee and the County will also issue, to the employee, the portion representing the difference between the compensation payment and the employee's full salary.

The Employer or the sick leave insurance carrier at their discretion may, at any time, require the employee on sick leave injury time to submit to a physical examination by a physician of the Employer's or insurance carrier's choice.

If the sick leave injury leave is not approved by the Employer and/or sick leave insurance carrier after examining all evidence submitted by the employee, including witnesses, if requested and all evidence required to substantiate the claim including the opinion of the examining physician then the time involved during which the employee was absent shall be charged to his sick leave credit, if any, and/or his vacation credit, if any; otherwise the employee shall suffer loss of pay for such time loss.

A total amount of up to one year's compensation shall be paid by the sick leave injury insurance for work loss caused by an injury received on the job provided the aforesaid requirements are complied with.

A doctor's certificate authorizing an employee to return to work shall be required upon returning to work from Sick Leave Injury or after receiving Workers' Compensation.

It shall be the policy of the County that any employee absence qualifying under workers' compensation be considered as, and run concurrent to, an absence covered under the Federal Family Leave Act. In other words, a workers' compensation injury will, going forward from the signing of this agreement, simultaneously qualify as an absence under the County's Federal Family Leave Policy.

#### Section 4: Maternity Leave

With regard to maternity or paternity leave, the parties agree to abide by the provisions of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (FLA). Additional time off associated with maternity, other than the medically related sick leave mentioned above may be requested as leave without pay, provided that in no event shall such leave extend beyond one year's duration. Such leave without pay requests are subject to the provisions of Section 9 below, with the following exception: the employee may request a leave with pay without having first exhausted accumulated sick leave.

#### Section 5: Administrative Personal Leave

Employees covered by this Agreement shall be entitled to four (4) days of administrative personal leave of absence with pay in each calendar year.

Administrative personal leave may be used for emergencies, observation of religious or other days of celebration (but not holidays as defined herein), personal business or other personal affairs such as death in the employee's immediate family, but not limited thereto.

Newly hired employees shall be granted one (1) full day of administrative personal leave after each three (3) calendar months of employment to a maximum of four (4) days during the remainder of the calendar

year in which he is employed.

Administrative personal leave shall be granted by the Warden upon request of the employee and leave shall be scheduled in advance, provided the request may be granted without interference with the proper conduct of the government function involved.

Requests for Personal Leave will be granted so long as the granting of leave does not take the staffing level of the shift below minimum.

This commitment will be honored under all circumstances except in situations requiring full or heightened security within the Correctional Center as determined by the Warden or his designee. A request made for personal leave which will take the shift below minimum (causing overtime) may still be granted provided the reason for the request constitutes an emergency situation and the superior officer declares his need as such when the request is made.

The Warden reserves the right to review the declaration of an emergency after the fact and to require proof of emergency to his satisfaction. The Warden's (or his designee's) decision as to whether a situation qualifies as an emergency will be final and not subject to appeal beyond Step 3 of the grievance procedure, see Article Six, Section 3.

Such administrative personal leave credit shall not accumulate. Unused balance in any year shall be canceled at the end of the calendar year.

#### Section 6: Bereavement Leave

1. The County shall provide bereavement leave with pay not to exceed five (5) working days total per calendar year. A Maximum of five (5) bereavement days may be utilized in case of the death of a first degree relative as defined below. Any remaining balance of unused bereavement leave days can be utilized in the case of the death of either a first degree relative or second degree relative as defined below. With regard to second degree relatives, employees shall be limited to one (1) bereavement leave day per occurrence.

2. First degree relatives shall be defined as follows: an employee's spouse, civil union partner, children, foster children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren, grandparents, step-children, step-mother, step-father, son-in-law, daughter-in-law, grandparents-in-law. Additional days may be approved by the Warden and charged against other types of leave.

3. Second degree relatives shall be defined as follows: an employee's uncle, aunt, niece, nephew, cousin, sister-in-law, or brother-in-law or persons sharing the same residency, living quarters, or dwelling provided that proof of cohabitation is provided.

4. As soon as possible an employee shall notify the Warden of a death in his family, and of his need for leave. Notification must be given as in the case of sick leave. Proof of death may be required by the County.

5. Any leave taken as bereavement under the terms of this article shall be used within 30 days of the date



of death of the employee's family member. Any bereavement leave taken outside of the 30 days must first be approved by the Warden or his designee.

#### Section 7: Jury Duty:

Should any employee be obligated to serve as a juror, he shall receive full pay from the Employer for all time spent on Jury Duty less any remuneration received from the court for such service. In the event an employee is excused from jury duty prior to one-half the employee's workday having been concluded, such employee shall promptly report to work for the balance of the workday. For employees serving jury duty outside of Warren County, travel time, distance and location should all be considered in determining whether an employee may be able to return to work if released early from jury duty. This determination shall be made by the Warden, with the assistance of the personnel director if necessary.

Employees who are "on call" for jury duty and not actually serving said duty shall not be excused from work. They shall report for work at their normal starting time and shall work as usual unless excused by the Warden or his designee if they are called for active jury duty.

Employees must obtain a certificate from the County Clerk's Office certifying the number of days the employee served on Jury Duty and submit the certificate to the Commissioner's Office.

#### Section 8: Leaves

Except as provided under Section 4 of Article Four, proper and authorized leaves as provided in the Rules of the Civil Service Commission shall be recognized and constituted as part of this Agreement and are incorporated herein by reference. Leave for Association activity is governed by Section 4 of Article Four of this Agreement. Family Leave is governed by the Warren County Family Leave Policy.

#### Section 9: Leaves Without Pay

The grant or denial of request for leave without pay is discretionary with the County. The request must be made in advance and must be recommended by the Warden, with the Appointing Authority retaining the ultimate decision-making power. If the Warden is opposed to the request, the employee shall have the right to file a written submission with the Appointing Authority. The Appointing Authority shall have the discretion, on his own or at the employee's request, to schedule a meeting with the employee and his union representative, to discuss the request. The decision of the Appointing Authority shall be final and non-reviewable. A leave without pay request based upon non-job-related medical reasons where a physician has indicated that the employee cannot work, will require the employee to first exhaust accumulated sick leave. If the leave without pay request is denied, the employee is expected to report to work and the employee's absence under such circumstances will be considered Absence Without Leave (AWOL) which will give the County cause for discipline in accordance with Civil Service Commission procedures.

#### Section 10

If an officer dies while in active employment status with the County, earned and unused leave time balances for vacation leave, administrative leave, holidays and compensatory time, shall be paid to the deceased officers designated beneficiary as acknowledged by the New Jersey Division of Pensions and Benefits, Police and Firemen's Retirement System. Such compensation shall be calculated upon the deceased officer's base salary rate at the time of death.

#### **ARTICLE TWELVE - Longevity**

1. Effective January 1, 2014 – December 31, 2019, the longevity payment shall be discontinued as those funds are incorporated within the base salary established in Article Seven.
2. Effective January 1, 2023, an annual longevity payment of \$700 shall be paid to employees with 15 years of Warren County service. Payment shall be made on the first full pay period following the employee's anniversary date and shall not be pensionable.
3. New members with the required years of service shall have their initial payment prorated based on the number of months in the bargaining unit.
4. It is mutually agreed, that upon a Superior Officer's (Employee) last year of service, a final longevity payment will be prorated from the Employee's anniversary date through their retirement date. This longevity payment shall be paid to the employee within one (1) month following retirement.

#### **ARTICLE THIRTEEN - Medical Benefits**

A. All full-time employees after sixty (60) days of continuous service are eligible for hospitalization and major medical benefits, dental benefits and prescription benefits in accordance with the County's healthcare plan. Although medical benefits are paid by the employer, employees are required to make contributions toward their healthcare benefits.

B. 1. For employees hired on or after January 1, 2020, the Employer shall pay current hospital and major medical premiums under the aforesaid healthcare plan for employees and their dependents who retire with any one of the following three conditions being met:

- a. Twenty-five (25) years of full time Warren County service in a New Jersey pension system; or
- b. Twenty-five (25) years of accredited service in a New Jersey pension system, the last twenty (20) years of which shall have been full-time Warren County service; or
- c. Are separated from full-time Warren County service on a disability pension.

Such payment shall continue until the death of the employee.

2. For employees hired before January 1, 2020, the Employer shall pay current hospital and major medical premiums under the aforesaid healthcare plan for employees and their dependents who retire after January 1, 1975, with any one of the following three conditions being met:

- a. Twenty-five (25) years of full-time Warren County service in a New Jersey pension system, or
- b. Twenty-five (25) years of accredited PFRS pension time, the last fifteen (15) of which shall have been full-time Warren County service, and where the employee has attained the age of 55. For employees who have met the pension and service time requirements noted above, but choose to retire prior to age 55, participation in the County healthcare plan may be continued by paying the full monthly cost of the plan to the County. The employer shall resume paying current hospital and major medical premiums of the healthcare plan when the retired employee attains the age of 55, or
- c. Fifteen years of Warren County service and age sixty-two (62), or
- d. Are separated from full-time Warren County service on a disability pension.

Such payment shall continue until the death of the employee.

C. Any Healthcare changes that occur through future negotiations, will be adopted in future retiree plans for any employee retiring after February 13, 2008.

Upon the death of an active employee who is entitled to medical benefits, the surviving spouse shall continue to receive medical benefits for the period of six (6) full months following the employee's untimely death. Should the surviving spouse remarry within this six (6) month period, all coverage shall cease immediately. The County of Warren shall pay the premiums for surviving dependents of the County employee who dies while under the employ of the County for a period of six (6) months following the month the employee became deceased.

D. Medicare Part B. Premium Reimbursement for employees sixty-five (65) years or older shall be paid by the Employer until retirement.

E. Healthcare Contributions:

Effective January 1, 2014 all active employees and prospective retired employees shall be required to contribute to the cost of their medical benefits in accordance with State Law, Chapter 78, P.L. 2011.

1. Employee Co-Pays:

The employee co-pay for office visits, short term therapies, emergency room visit, outpatient surgery, et. al., can be obtained by contacting the Personnel Department.

2. Employer agrees to hold employee contribution rates at the year 4 phase-in level for the term of this agreement unless changes in State Law mandate otherwise.

3. Rates and contributory costs for all plans will be available during the annual open enrollment period.

F. The employer reserves the right to change the insurance plan administrator or carrier provided that in the aggregate, substantially similar benefits are furnished. The employees will be notified of any such planned change.

G. An employee on Leave Without Pay (LWP) must pay the monthly healthcare premium, except as otherwise provided by Family Leave legislation.

H. The County will provide an eyeglass plan under which employees shall be entitled once every twelve (12) months to a \$100 reimbursement which shall be designated toward any one of the following: regular glasses, contact lenses, bifocals, or Rx safety glasses. All receipts for reimbursement must be submitted to the Personnel Department within thirty (30) days of service. Failure to submit receipts within this timeframe will result in denial of said benefit reimbursement.

The employer shall provide a base dental plan for its active employees which shall cover the plan minimum for preventative and diagnostic services. An employee may choose to upgrade base coverage by paying the established contribution as indicated in the County's dental plan. Retirees will be covered under the County's dental plan. However, after age 65 they will be required to pay the premium if they choose to stay on the plan.

#### **ARTICLE FOURTEEN - Strikes**

The Association assures and pledges to the County that its goals and purposes are such that it does not condone strikes or threats thereof by public employees or work stoppages, slow-downs, or any other such actions which would interfere with service to the public or violate the constitution or laws of the State of New Jersey; and the Association and the employees agree that they will not initiate nor participate in such activities nor encourage members of the unit to initiate or participate in the same; and the Association will not support anyone acting contrary to this provision.

The County agrees that there shall be no lockout of employees during the term of this Agreement.

Any violation of this Article Fourteen shall constitute a material breach of this Agreement. Nothing stated elsewhere in this Article Fourteen shall be construed as altering the parties' rights to seek judicial relief in law or in equity.

#### **ARTICLE FIFTEEN - Transportation Allowance**

Whenever an individual employee is authorized to use his privately owned vehicle on County business, the County shall reimburse the employee at the rate per mile calculated in accordance with the mileage reimbursement rate as posted in the Annual Internal Revenue Service Bulletin. This rate shall be updated annually and commence January 1, of the new calendar year after the rate has been promulgated.

Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration.

**ARTICLE SIXTEEN - Liability Claims and Indemnification**

All employees covered by this Agreement shall be entitled to defense and indemnification by the County against liability claims or judgments arising out of the good faith performance of their official government duties.

**ARTICLE SEVENTEEN - Employer Automobile Insurance**

The County agrees to maintain in full force and effect liability insurance on all vehicles owned by the County. This insurance will provide for coverage to anyone driving a vehicle owned by the County with permission.

The County shall also provide for insurance to provide for an umbrella policy over and above the coverage of an individual employee's private automobile liability insurance coverage to cover those situations in which an individual is authorized to use his own vehicle for any business of the Employer.

**ARTICLE EIGHTEEN - Severance Pay**

The County hereby agrees to pay severance pay in the amount of two week's salary to any permanent full time employee whose job may be abolished on a permanent basis with the County because of a cut-back in any particular department or program provided said employee is not transferred to or absorbed by any county, state or federal department, agency or program.

**ARTICLE NINETEEN - Retirement**

Pursuant to PFRS Rules, retirement for PFRS members is mandatory at age 65. If the member does not file an Application for Retirement Allowance before age 65, he/she is automatically retired on the first of the month following the member's 65th birthday.

**ARTICLE TWENTY - Temporary Disability Insurance Plan**

Legislation enacted March 26, 1980, provided temporary disability insurance coverage for State employees. This legislation also provided that governmental entities and instrumentality's may elect coverage for their employees.

The County agrees to participate in the New Jersey Temporary Disability Insurance Plan to cover all employees for work lost due to disability. The employer shall pay 50% and the employee shall pay 50% of the cost of the insurance and shall participate in the program consistent with its Rules and Regulations.

**ARTICLE TWENTY ONE - Uniform and Maintenance Allowance**

Effective January 1, 2014 the uniform and maintenance allowance payments shall be discontinued as those funds are incorporated within the base salary established in Article Seven.

## **ARTICLE TWENTY-TWO - Miscellaneous Provisions**

### **Section 1**

This Agreement constitutes the complete and final understanding and resolution by the parties of all negotiable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement, none of the parties shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

### **Section 2**

If any provision of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

### **Section 3**

At the time of separation from service any advanced sick, vacation or personal time shall be paid back out of the employee's final pay check.

### **Section 4**

The parties shall be obligated to furnish upon timely request, information that is relevant and necessary to the employer-employee representative relationship, as such obligation has been or will be interpreted by the Public Employment Relations Commission, the reviewing judiciary, and in analogous circumstances the National Labor Relations Board and the federal courts, subject to New Jersey statutes, regulations and Executive Orders limiting the release by government instrumentality's of employee personnel records.

### **Section 5**

Annual agency training (not to include firearms re-qualification) will be scheduled in so far as it is practicable to allow officers at least sixteen hours between tours of duty.

## **ARTICLE TWENTY-THREE - Non-Discrimination**

The County and the Association duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, or union membership (or non-membership) or any other legally protected status. Disputes arising under this Article Twenty Three shall not be grievable, but rather shall be presented to the state and/or federal agency with jurisdiction over the subject-matter.

**ARTICLE TWENTY-FOUR - Duration**

The terms and provisions of this Agreement shall be in full force and effect commencing January 1, 2023 and ending December 31, 2025. The only provisions of this Agreement to be applied retroactively are salaries, overtime and longevity.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have set their hands and seals this 22<sup>nd</sup> day of March 2023.

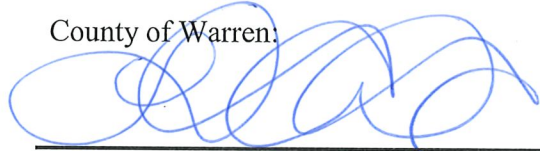
Attest:



\_\_\_\_\_  
Alex Lazorisak, County  
Administrator

\_\_\_\_\_  
  
\_\_\_\_\_

County of Warren:



\_\_\_\_\_  
Lori Ciesla, Commissioner Director



\_\_\_\_\_  
FOP Lodge 170 (Superior Officers)



\_\_\_\_\_  
Kenneth J. McCarthy, Warden

APPENDIX A

MEMORANDUM OF AGREEMENT

RECEIVED  
WARREN COUNTY  
PERSONNEL DEPARTMENT  
1010 5th St. 3rd Fl.  
Warren, NJ 07059-2000  
Tel: 908.881.2300

THIS is an Agreement made by and between the County of Warren ("County") and FOP Lodge 170 Superior Officers ("Union") relating to the administration of the parties' rights and responsibilities arising out of the New Jersey Workplace Democracy Enhancement Act.

WHEREAS, the Union is the sole and exclusive representative of all full-time Superior Corrections Officers, employed by the County of Warren; and

WHEREAS, the County and the Union are parties to a collective negotiation agreement covering the period of between January 1, 2017 through December 31, 2019; and

WHEREAS, the New Jersey Legislature recently enacted the Workplace Democracy Enhancement Act which, among other things, required public employers to provide to collective negotiation unit agents within ten (10) days of the hiring of a new employee and every 120 days for all negotiating unit members, information about the employee such as his/her name, job title, home address, work email address, work telephone number, worksite location and any personal email address and home and personal cellular telephone numbers on file with the public employer; and

WHEREAS, the parties acknowledge that some of this information required to be disclosed particularly as it relates to the employee's home address, home phone and cell numbers, home email address and birth date is confidential and exempt from disclosure under the Open Public Records Act; and

WHEREAS, the Workplace Democracy Enhancement Act also grants to collective negotiation unit agents the right to use the public employer's email systems to communicate with their members regarding labor negotiations and the administration of collective negotiation agreements, grievances and other workplace-related complaints and issues, but proscribes the use of the email systems for purposes of supporting or opposing candidates for partisan political office or distributing literature regarding partisan elections; and

WHEREAS, the New Jersey Law Against Discrimination also proscribes employee organizations from discriminating and harassing members on the basis of sex, race, age, disability, religion and other protected classifications; and

NOW THEREFORE, in consideration of the foregoing and with the intent of both parties being bound hereby in the interests of the Union's members and the County's employees who are one and the same, the parties hereby agree as follows:

1. The County agrees to provide to the President of FOP Lodge 170, or his/her Union designee, within ten (10) days of the hiring of a new employee information about the new employee such as his/her name, job title, home address, work email address, work telephone number, worksite location and any personal email address and home and personal cellular telephone numbers on file with the public employer; and
2. The County agrees to provide to the President of FOP Lodge 170 or his/her designee, every 120 days a list of all FOP Lodge 170 negotiations unit members that includes name, job title, home address, work email address, work telephone number, worksite location and any personal email address and home and personal cellular telephone numbers on file with the public employer; and



3. The President of FOP Lodge 170 and the Union agree to not disseminate the employee's home address, home phone and cell numbers, home email address and/or birth date to the public, the media or any entity not affiliated with the Union without the express written consent of the new employee; and
4. The Union shall defend and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, the Union's unauthorized disclosure of an employee's home address, home phone and cell numbers, home email address and/or birth date to the public; and
5. The County shall grant the right of the President of FOP Lodge 170, or his/her designee, to use the public employer's email systems to communicate with their members regarding labor negotiations and the administration of collective negotiation agreements, grievances and other workplace-related complaints and issues; and
6. The Union expressly acknowledges that per the County's E-mail Messaging Policy and its employee acknowledgement, all information stored in, transmitted or received is the property of the County of Warren and may be monitored by authorized representatives of the County; and
7. The Union shall defend and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, the Union's usage of the public employer's email systems that is proscribed by law, including but not limited to supporting or opposing candidates for partisan political office or distributing literature regarding partisan elections or engaging in acts of harassment, discrimination or retaliation.

FOP Lodge 170 Superior Officers

By: \_\_\_\_\_

President

Date: 2-21-19

County of Warren

By: \_\_\_\_\_

Administrator

Date: 2/26/19