

## **MEMORANDUM OF AGREEMENT**

**WHEREAS**, the County of Warren ("County") and FOP Lodge 171 were parties to a Collective Negotiations Agreement ("CNA") covering the period January 1, 2017 through December 31, 2020; and

**WHEREAS**, the County and FOP Lodge 171 have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

**WHEREAS**, the County and FOP Lodge 171 have reached a tentative agreement on new terms and conditions, subject to ratification by the membership of FOP Lodge 171 and approval by the Board of County Commissioners of the County; and

**NOW, THEREFORE**, subject to ratification the parties tentatively agree that the terms of the expired agreement shall remain in full force and effect as part of the successor agreement, except as modified below as follows:

1. **Dates**

All dates in the CNA shall reflect the new term of January 1, 2021 through December 31, 2023.

2. **Article One, Recognition & Scope**

Correction Officer shall be retitled County Correctional Police Officer. All references to Board of Chosen Freeholders shall be changed to Board of County Commissioners.

3. **Article Seven, Salaries, Shift Differential, Promotions and Demotions**

**Section 1:**

- a) 2021 - January 1, 2021: All officers move laterally to New Salary Guide with no change in salary. Step movement freeze and no across the board salary increase.

New Guide January 1, 2021

|   | 2021     | 2022     | 2023     |
|---|----------|----------|----------|
| 1 | \$39,087 | \$39,087 | \$39,087 |
| 2 | \$42,167 | \$42,167 | \$42,167 |

|    |          |          |          |
|----|----------|----------|----------|
| 3  | \$44,419 | \$44,419 | \$44,419 |
| 4  | \$46,333 | \$46,333 | \$46,333 |
| 5  | \$50,047 | \$50,047 | \$50,047 |
| 6  | \$54,324 | \$54,324 | \$54,324 |
| 7  | \$56,687 | \$56,687 | \$56,687 |
| 8  | \$59,388 | \$59,388 | \$59,388 |
| 9  | \$66,762 | \$66,762 | \$66,762 |
| 10 | \$70,925 | \$70,925 | \$70,925 |
| 11 | \$77,526 | \$77,526 | \$77,526 |
| 12 | \$81,515 | \$81,515 | \$81,515 |
| 13 | \$85,387 | \$85,387 | \$85,387 |
|    |          |          |          |

b) 2022 – June 23, 2022: Step movement for all officers.  
2% increase for top step and officers off-guide. Amounts not added to salary guide.

c) 2023 -September 28, 2023: Step movement for all officers.  
2% increase for top step and officers off-guide. Amounts not added to the salary guide.

d) Any future step movement beyond September 28, 2023 will occur only if negotiated between the parties. There shall be no automatic step movement after contract expiration, unless and until negotiated.

#### Section 8: (New)

Effective January 1, 2023, Employees shall be responsible for the full cost of all meals provided by the County of Warren in the Warren County Correctional Center.

#### **4. Article Ten - HOLIDAYS**

Amend Article as follows:

Section 3:

A. Employees working on legally declared holidays shall be paid holiday pay as defined in Article Eight above. Employees working on a holiday, or having their normally scheduled day-off occur on a holiday, shall also earn a holiday compensatory day.

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 an excused absence. An excused absence includes an absence for which a note from a doctor is tendered by the Employee, subject to verification by the Employer.

C. Employees shall be permitted to request the scheduling of seven (7) earned holiday compensatory days **in addition to any such holiday compensatory days, which may have been earned in the immediate year prior, remained unused, and were carried forward. Should the holiday compensatory days which were carried forward from the prior year not be utilized within the following year they shall then only be available for scheduling by the Employer.**

Such requests shall be accepted on a "first come, first served" basis, with seniority being a determining factor should such requests be submitted at the same time. Submission of requests shall occur no earlier than January 1<sup>st</sup>, nor later than September 31<sup>st</sup>, and shall not be requested to occur on a date later than October 31<sup>st</sup>. Approval of such requests shall be subject to the development of the posted work schedule and maintaining staffing levels of one (1) employee above what is considered to be the minimum requirement to adequately conduct business.

D. Employees shall be permitted to submit advanced holiday compensatory requests, from December 1<sup>st</sup> through the December 8<sup>th</sup>, for selections occurring on the observance of the legally declared holidays of New Years, Thanksgiving and Christmas within the upcoming year. Advanced holiday compensatory requests, submitted during this period, shall be approved based upon utilizing seniority, the development of the posted work schedule, and minimum staffing requirements for the holidays requested.

E. All unused holiday compensatory days remaining after October 31<sup>st</sup> shall be scheduled by the Employer to achieve the Employer's needs in terms of minimum manning on holidays and/or to give an opportunity to receive paid leave time in conjunction with normally scheduled days off.

F. In the event that staffing levels or other circumstances make it advantageous to the efficient, effective, and secure operations of the facility, and it proves useful and advantageous to do so, the Warden or his designee may offer, by December 1<sup>st</sup> of each calendar year, all affected employees the opportunity to voluntarily relinquish their accrued holiday compensatory days. Such employees may opt to be paid for any unused holiday compensatory days remaining at this time. **Holiday compensatory days eligible for payment shall not exceed the current year's number of granted holidays (currently 14).** Said payment will be included in the regular December pay cycle.

The compensation for relinquishing unused holiday compensatory days shall be the regular rate of pay to include any applicable shift differential.

Employees may notify the Warden of the willingness to take this option, if offered, at any time during the year. Employees failing to notify the Warden of such, or wishing not to be

compensated, shall have any unused holiday compensatory days carried into the ensuing year, to be scheduled by the Employer.

## **5. Article Eleven - Leaves of Absence**

**Section 6.** Bereavement Leave – Replace with the following:

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.

## **6. Article Thirteen - Medical Benefits** – Update as follows:

- 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, 2019, 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. Fifteen (15) 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.
- 2. For employees hired before January 1, 2019, 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 June 28, 2011, 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 regardless of whether the statute has sunset.
  - 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 percentages at the year 4 phase-in level of State Law, Chapter 78, P.L. 2011 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.
- I. 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. Effective May 1, 2018, 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.

#### **7. Article Twenty - Temporary Disability Plan**

**Amend language in second paragraph as follows:**

The County agrees to participate in the New Jersey Temporary Disability Plan to cover all employees for work lost due to disability and shall participate in the program consistent with its rules and regulations.

#### **8. Article Twenty-Three – Work Hours –**

Section 4:     **ADD:** See Agreement entered on 3/19/21 and attached hereto as Appendix “B” to the collective bargaining agreement.

#### **9. Article Twenty-Four - Non-Discrimination**

**ADD:** “....or any other legally protected status.” (to end of first sentence)

#### **10. Article Twenty-Six - Duration**

**Update:** A. January 1, 2021 – December 31, 2023

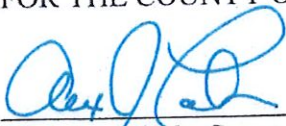
11. Withdrawal of Pending Grievances - FOP Lodge 171 agrees to withdraw the following two grievances:

- a) Emergency Pay (PERC Docket AR-2021-023);
- b) Health Care in Retirement dated May 11, 2021

FOR FOP LODGE 171

  
\_\_\_\_\_  
Jason Collins, President

FOR THE COUNTY OF WARREN

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