

Approved as to Form and Legality

Date Adopted

Committee

Salem County Counsel

May 1, 2019

Public Safety

RESOLUTION OF THE COUNTY OF SALEM, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SALEM, THE SALEM COUNTY SHERIFF AND THE SALEM COUNTY SHERIFF'S SUPERIOR OFFICERS ASSOCIATION

WHEREAS, the Salem County Sheriff's Superior Officers Association (hereinafter the "Association") is the exclusive representative for the County's Sheriff's Superior Officers, for the purpose of collective negotiations regarding the terms and conditions of their employment; and

WHEREAS, the County and the Association were parties to a collective negotiations agreement effective January 1, 2018 through December 31, 2021 ("Agreement"); and

WHEREAS, certain revisions, additions and corrections need to be made to the Agreement, all of which were negotiated by and between the parties; and

WHEREAS, as a result of those negotiations, the County and the Association have agreed upon the terms and conditions of this MOA in order to revise and correct the current Agreement.

NOW THEREFORE, BE IT RESOLVED NOW, in consideration of the mutual covenants contained herein, the County and the Association agree to the following modifications to the Agreement:

- 1. Article Eight: Article Eight Section B shall be revised as follows:

Eligibility - Permanent and provisional employees in the County service shall be entitled to the following sick leave with pay.

- 1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. Sick leave may be used in whole days, half days, or full hourly increments only. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year-to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid working days used in excess of his or her prorated and accumulated entitlement.
2. Regular scheduled part-time employees must have worked a minimum of eighty (80) hours during the given calendar month for sick leave credit, and are eligible for sick

leave benefits on a prorated basis of hours worked vs. standard full-time hours as designated for that particular job classification.

2. **Article Nine:** Section E shall be added as follows:

New employees shall be eligible for one (1) day of administrative leave after each six (6) months of service. The employee becomes eligible for the below amount of administration days on January 1st after he/she has completed one (1) full year of service as a County employee. Four (4) days administrative leave with pay may be granted each employee at the employee's request upon approval of the department head, after completion of one-year service as a County employee.

3. **Term and Renewal:** This MOA shall be integrated with the Agreement and shall expire at the same time.

4. The foregoing terms are subject to ratification by the membership of the Association and the Salem County Board of Chosen Freeholders.

  
 R. Scott Griscom, Deputy Freeholder Director  
 Chair, Public Safety Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on May 1, 2019.

  
 STACY L PENNINGTON  
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
G. Ostrum, Jr.	✓					✓
C. Hassler	✓					
L. Ware				✓		
R.S. Griscom	✓				✓	
B. Laury	✓					

✓ Indicates Vote

Department Initials

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## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this 1st day of May, 2019 by and between the County of Salem ("County") and Salem County Sheriff's Superior Officers Association ("Association").

**WHEREAS**, the Association is the exclusive representative for the County's Sheriff's Superior Officers, for the purpose of collective negotiations regarding the terms and conditions of their employment; and

**WHEREAS**, the County and the Association were parties to a collective negotiations agreement effective January 1, 2018 through December 31, 2021 ("Agreement"); and

**WHEREAS**, certain revisions, additions and corrections need to be made to the Agreement, all of which were negotiated by and between the parties; and

**WHEREAS**, as a result of those negotiations, the County and the Association have agreed upon the terms and conditions of this MOA in order to revise and correct the current Agreement.

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4. The foregoing terms are subject to ratification by the membership of the Association and the Salem County Board of Chosen Freeholders.

FOR THE ASSOCIATION:

By: LT Lant 5-3-19

By: [Signature]  
Dated: witness

FOR THE COUNTY:

By: [Signature] 5/1/19

By: [Signature]  
Dated: witness