



Date Adopted

Committee

May 6, 2020

Administrative

RESOLUTION TO AMEND THE SALEM COUNTY CORRECTION OFFICERS COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the County of Salem (“County”) is the public agency in charge of the Salem County Correctional Facility (“Facility”); and

WHEREAS, the Policemen’s Benevolent Association 400 (“Union”) is the bargaining unit for Corrections Officers of Salem County (“Officers”) at the Facility; and

WHEREAS, the parties entered into a collective bargaining agreement with a term of January 1, 2017 through December 31, 2020 (“Contract”); and

WHEREAS, there has been a world-wide pandemic caused by the spreading of the COVID-19 virus, which has hit the State of New Jersey especially hard; and

WHEREAS, the Governor of the State of New Jersey on March 9, 2020 declared a State of Emergency for the whole State of New Jersey resulting from the spread of the virus; and

WHEREAS, this highly contagious virus has the potential to have a significant impact on the working environment of the Employees; and

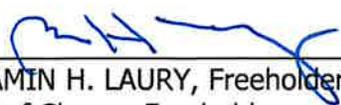
WHEREAS, the County understands the potential hazard and risk this pandemic creates for the Employees; and

WHEREAS, the County wishes to acknowledge this risk by providing additional Comp Time for the Employees continued dedication to the County; and

WHEREAS, to facilitate this incentive the parties acknowledge that the Contract must be supplemented and amended,

NOW THEREFORE, for good and valuable consideration the parties hereby agree to supplement and amend the Contract per the attached signed addendum.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem that the Freeholder Director, the Salem County Sheriff, the Salem County Correctional Facility Warden, and the Clerk of the Board are authorized to sign the Addendum to the Salem County Correction Officers Association contract for COVID -19 Comp time.



BENJAMIN H. LAURY, Freeholder Director
Board of Chosen Freeholders

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on May 6, 2020.


STACY L. PENNINGTON
Clerk of the Board

RECORD OF VOTE

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

✓ Indicates Vote

Department Initials _____

ADDENDUM TO CONTRACT COVID-19 COMP TIME

WHEREAS, the County of Salem ("County") is the public agency in charge of the Salem County Correctional Facility ("Facility"); and

WHEREAS, the Policemen's Benevolent Association 400 ("Union") is the bargaining unit for Corrections Officers of Salem County ("Officers") at the Facility; and

WHEREAS, the parties entered into a collective bargaining agreement with a term of January 1, 2017 through December 31, 2020 ("Contract"); and

WHEREAS, there has been a world-wide pandemic caused by the spreading of the COVID-19 virus, which has hit the State of New Jersey especially hard; and

WHEREAS, the Governor of the State of New Jersey on March 9, 2020 declared a State of Emergency for the whole State of New Jersey resulting from the spread of the virus; and

WHEREAS, this highly contagious virus has the potential to have a significant impact on the environment at the Facility; and

WHEREAS, the County understands the potential hazard and risk this pandemic creates for the Officers; and

WHEREAS, the County wishes to acknowledge this risk by providing additional Comp Time for the Officers continued dedication to the Facility; and

WHEREAS, to facilitate this incentive the parties acknowledge that the Contract must be supplemented and amended:

NOW THEREFORE, for good and valuable consideration the parties hereby agree to supplement and amend the Contract as follows:

1. Retroactive to March 13, 2020 (the first pay period after the declaration of the State of Emergency) each Officer shall receive 2 hours of compensatory time for every 12 hours worked, within a pay period, from 7:00pm Sunday through 7:00pm Friday. The 2 hour for 12 hours worked calculation is based on full increments of 12 hours (i.e. 60 hours worked = 10 hours Comp; 54 hours worked, the full 12-hour increment is 48 hours = 8 hours Comp).
2. Article 13, Section B(1) (Page 24) shall be revised as follows:

“Comp time may be accrued up to a maximum of four-hundred and eighty (480).”
3. In the event that the State of New Jersey or Federal Government requires some type of Hazard pay or incentive, that is reimbursable to the County, the offered Comp time shall cease at the end of the current pay period. However, the limit on the Comp time as detailed in No.2 above shall continue for the life of the Contract or until a new contract is renegotiated.
4. When the Governor declares that the State of New Jersey is no longer in a State of Emergency the offered Comp time shall cease at the end of the current pay period. However, the limit on the Comp time as detailed in No.2 above shall continue for the life of the Contract or until a new contract is renegotiated.

5. The Union hereby acknowledges that this offer of Comp time is a one-time incentive program and does not apply to any future State of Emergency declared by the Governor of the State of New Jersey and therefore should not be construed as past practices or precedent.
6. This agreement shall become part of the Contract. The parties acknowledge that neither party is agreeing to open or change any material terms of the Contract unless same is agreed in writing. No other terms in the Contract have been amended or changed nor does this agreement change any other interpretation of the Contract, except as amended herein.

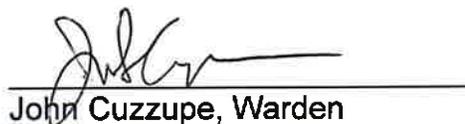
FOR THE UNION:


Robert e Tutthill II

5-11-20
Date

FOR THE COUNTY:


Chuck Miller, Sheriff


John Cuzzupe, Warden


Benjamin Laury
Freeholder Director

5-6-2020
Date

ATTEST:


Stacy L. Pennington
Clerk of the Board