



LABOR AGREEMENT

Between

COUNTY OF ATLANTIC

And

THE ATLANTIC COUNTY SHERIFF'S OFFICE
SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 2014 through DECEMBER 31, 2017

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ARTICLE 1. RECOGNITION

The County of Atlantic and the Sheriff of Atlantic County, herein referred to as the “Employer”, hereby recognizes the Atlantic County Sheriff’s Office Superior Officers Association, herein referred to as the “Association”, as the sole and exclusive collective negotiating agency and representative for all Sheriff’s Officer Sergeants, Lieutenants and Captains. The titles listed and “employee” shall be defined to include the plural as well as the singular and to include male as well as female gender.

1.1 The Association’s representative shall have access to the Sheriff’s Office offices when off duty to conduct association business so long as such access does not interfere with normal operations. Access shall not be unreasonably denied

ARTICLE 2. SENIORITY

Seniority is defined as an employee's total length of service with the Sheriff's Office beginning with the initial date of hire. Seniority in rank is defined as an employee's total length of service with the Sheriff's Office beginning with the date of permanent appoint to his/her current rank.

2.1 When two or more superiors are permanently promoted on the same date, seniority will be determined by the date of hire with the Sheriff's Office. If the hire date is the same then the determination shall be by lot.

ARTICLE 3. DUES CHECK-OFF AND AGENCY SHOP.

Dues Deduction

3.1. The employer agrees to deduct monthly membership dues from the regularly issued paychecks of the individual members of the organization who make such request in writing. Deductions shall be made no less than monthly and shall be certified along with the remittance and list of membership to the organizations representative. The certification, list and remittance shall be made no later than the 10th day of the month succeeding the deduction.

A notice of desire to terminate the above mentioned deduction must be made in writing to both the employer and the Association no less than 30 days prior to the effective date of requested termination.

Agency Shop

3.2. The employer agrees to implement an agency shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to 85% of the regular membership dues, fees and assessments. The Association, in exchange for implementation of said agency shop, hereby agrees to hold the Employer harmless against any and all claims or suits or any other liability occurring as a result of the agency shop provision.

ARTICLE 4. WORK SCHEDULE.

- 4.1 All employees covered under this agreement shall work a 40 hour week, including a working lunch period.
- 4.2 All employees required by the employer to report in early for a shift change shall be paid for such time.
- 4.3 A regular work schedule shall be defined as a period of five consecutive days of work and two consecutive days off.
- 4.4 Employees shall be given 5 days notice of work schedule changes except for emergent conditions.
- 4.5 Changes in the work schedule (such as 4 - 10 hour days) must be agreed to by both the employee and the employer, except in emergent circumstances on a temporary basis.
- 4.6 Any time off given other County employees (such as late opening for inclement weather, etc.) will be given to employees covered under this contract. If employees covered under this contract are required to report in, they will receive compensatory time for the time.

ARTICLE 5. OVERTIME

5.1 Overtime will be paid for hours worked over 40 in any given work week.

5.2 Effective upon the signing of this contract, the following will be counted as hours worked for the purpose of computing overtime:

5.2.1 All hours actually worked.

5.2.2 Holidays (scheduled)

5.2.3 Days declared by County as days off

5.2.4 Bereavement Leave granted under Article 12.

5.2.5 Administrative days

5.2.6 Vacation days

5.2.7 Military leave.

5.3 Overtime shall be paid in cash, at the rate of time and one-half of the regular hourly rate for the person working the overtime.

5.4 Overtime will be distributed fairly among those persons qualified to perform the assignment.

5.5 The employee shall have the option of taking compensatory time (at time and on-half) or paid overtime. Compensatory time and paid overtime may be mixed in a given pay period, but a separate overtime slip must be turned in for each method of payment.

5.5.1 Section overtime. Overtime shall first be distributed by section (Example: Warrant Section overtime will first be offered to those that work in the Warrant Section).

ARTICLE 6. CALL-IN TIME.

6.1 Any Superior Officer who is requested to and does return to work during periods not contiguous to his/her regularly scheduled shift shall be paid overtime at the premium rate of time and one-half with a minimum guarantee of four hours pay, except as noted in 6.3.

6.2 Call-in time shall be paid portal-to-portal.

6.3 Call-in time shall end when the normal work shift starts. If this is less than two hours the employee shall be paid a minimum of two hours overtime.

6.4 Employees who are required to be on call and/or are requested or ordered to carry a pager on a regular basis (an average of at least 3 weeks out of every 4) shall be entitled to "pager time" at the rate of six (6) hours per month to be paid in compensatory time.

6.5 If any officer is called in to work during his/her regular shift when (s)he has approved vacation time, said officer will not lose vacation credit for the day called in.

ARTICLE 7. HOLIDAYS

7.1 There shall be thirteen paid holidays as published by the county. Employees shall receive one day's holiday pay for each holiday.

7.2 Employees who work on the holiday shall be paid in addition to the holiday pay, time and one-half for working the holiday.

7.3 Holidays which fall within an employees scheduled vacation shall be paid as holidays and not counted against vacation time.

7.4 If other county employees are given the day after Thanksgiving or any other day off by declaration of the County Executive, for pay purposes it shall be considered a holiday for employees covered by this agreement.

ARTICLE 8. PERSONAL TIME/COMPENSATORY TIME

- 8.1 All employees covered by this agreement shall be entitled to 3 days administrative time annually.
- 8.2 Administrative/Compensatory time may be used in increments of one hour and should be scheduled in advance, if possible.
- 8.3 Request for the use of personal/compensatory time at the beginning of a shift must be approved in advance.
- 8.4 Administrative Time must be used in the year it is accrued.
- 8.5 Compensatory time may be carried from year to year. Compensatory time cannot exceed 480 hours.
- 8.6 Any employee separated from employment for any reason shall be compensated in a lump sum for all unused vacation and compensatory time at his/her current rate of pay at the time of separation.

ARTICLE 9. CLOTHING ALLOWANCE

9.1 Prior to January 1, 2011, employees shall receive a clothing allowance and replacement allowance in the amount of \$1,350 to be paid no later than November 15th of each year.

Beginning January 1, 2011, and in consideration of the amount of \$1,350 which represented the clothing stipends heretofore given to Officers being rolled into base salary in calendar year 2011, the clothing allowance is hereby eliminated from the contract.

9.2 The following shall constitute all uniform and equipment items that an officer must have. All items will be provided for and replaced by the County except those items so noted as the individual's responsibility.

- 3- SHORT SLEEVE SHIRTS *
- 3- LONG SLEEVE SHIRTS *
- 3- PANTS*
- 2- CLIP ON TIES*
- 1- UNIFORM HAT *
- 1- PR. LEATHER SHOES *
- 1- DUFFLE BAG * (Effective Jan. 1, 2006)

* - These items are provided by the county as part of the initial issue for new employees. After receiving the initial issue, replacement of these items will be the responsibility of the individual.

- Patches as needed
- Service and Rank stripes as needed
- Silver and brass buttons as needed
- Chevrons as needed
- 2 – Engraved nameplates
- 2 – Breast Badges
- 1 – Hat Badge
- 1 – Hat cover
- 1 – Rain coat
- 1 – Winter coat
- 1 – Pr. Puncture proof gloves
- 1 – (Sam Browne Type) Weapon belt w/buckle
- 4 – Belt keepers (if needed)
- 1 – Duty Weapon
- 1 – Duty holster
- 1 – Magazine holder
- 3 – Magazines for duty weapon

- 1 – Pr. Hand cuffs w/keys
- 1 – Hand cuffs holder
- 1 – ASP
- 1 – ASP holder
- 1 – OC spray
- 1 – OC spray holder
- 1 – Mini streamlight flashlight (CR123A batteries supplied)
- 1 – Mini flashlight holder
- 1 – 800 MHZ radio
- 1 – Radio Charger
- 1 – Radio holder
- 1 – Level III military helmet w/faceshield
- 1 – Level IIIA Ballistic vest

Any bargaining member who is promoted will receive all necessary clothing and equipment commensurate with his/her new rank.

If officers need replacement of any item on the above list, they must fill out an equipment request form and submit to their Supervisor. The Supervisor will submit the request to the Undersheriff for replacement.

9.3 The cost of any modification to the uniform requirement shall be borne by the Employer within the Sheriff's budget.

9.4 All items issued by the County to an employee must be turned in for exchange or replacement if damaged. All items issued must be turned in or accounted for upon severance of employment. Lost items will require an explanation. Replacement equipment shall be ordered promptly.

9.5 Any uniforms damaged by an employee while working within the scope of his employment will be replaced by the County at no expense to the employee after the County is notified of such damage and the request for replacement. The employee shall turn in the damaged item(s). Such replacement shall be provided within a reasonable period of time from receipt of the request. This

provision shall not apply in the event that damage to the Officer's uniform was through his/her own negligence or ordinary wear and tear.

ARTICLE 10. SALARY

10.1 Salary

Salary shall be as follows:

	2014	2015	2016	2017
Tier 1 Sergeant	\$86,357	\$88,948	\$90,727	\$92,541
Tier 2 Sergeant	N/A	\$82,625	\$84,278	\$85,963
Tier 1 Lieutenant	\$95,409	\$98,271	\$100,237	\$102,241
Tier 2 Lieutenant	N/A	\$89,442	\$91,230	\$93,055
Tier 1 Captain	\$102,488	\$105,563	\$107,674	\$109,827
Tier 2 Captain	N/A	\$95,703	\$97,617	\$99,569

“Tier 1” means Employees that join the SSOA bargaining unit prior to October 1, 2015. Tier 1 employees shall remain at the Tier 1 level of their respective title, and shall retain Tier 1 status in the event of promotion(s) within the bargaining unit.

“Tier 2 ” means Employees that join the SSOA bargaining unit on or after October 1, 2015. Tier 2 employees shall remain at the Tier 2 level of their respective title, and shall retain Tier 2 status in the event of promotion(s) within the bargaining unit.

The increases in salary shall be retroactive to January 1 of each respective year. Retroactive payments of any kind, including salary increases, will not be made for those employees who separate from employment prior to the date on which payment is made. This does not apply to employees who “retire” from the County as that term is defined in Article 14.

ARTICLE 11. SICK LEAVE

11.1 Employees shall accrue sick leave at the rate of 15 days per year.

11.2 Sick leave for the year shall be pro-rated if the employee leaves the employee of the Sheriff's Office prior to December 31 of the year.

11.3 Unused sick leave may be carried from year to year and accumulate until needed.

11.4 Sick leave may be used for the following purposes:

11.4.1 Illness by the employee.

11.4.2 Emergency attendance upon a member of his/her immediate family requiring the presence of the employee.

11.4.3 Taking medication which prevents the employee from performing his/her duties.

11.5 The Sheriff may require proof of items 11.4.2 and 11.4.3.

11.6 If an employee is absent for five consecutive working days he/she may be requested by the sheriff to provide a doctor's certificate upon return to work.

11.7 Employees shall be required to comply with the Sheriff's Office policy on call-in of sick time use.

11.8 Terminal Leave – Tier 1 Lieutenants and Captains who retire from County service, pursuant to the definition of retirement in Article 14, §14.2, shall be paid for fifty percent (50%) of accrued sick leave, up to a maximum of \$22,500 for Lieutenants and Captains.

Tier 2 Lieutenants and Captains who retire from County service, pursuant to the definition of retirement in Article 14, §14.2, shall be paid for fifty percent (50%) of accrued sick leave, up to a maximum of \$15,000.00 for Lieutenants and Captains.

Tier 1 Sergeants upon retirement (defined above) shall be entitled to one-hundred percent (100%) of accumulated sick time up to a maximum of \$16,000. Tier 2 Sergeants upon retirement

(defined above) shall be entitled to one-hundred percent (100%) of accumulated sick time up to a maximum of \$15,000.”

“Tier 1” and “Tier 2” are defined in the SALARY article.

11.9 Perfect Attendance - There will be a perfect attendance quarterly bonus of \$100.00 plus \$200.00 additional for annual perfect attendance. (Perfect attendance for the entire calendar year would result in a payment of \$600). Perfect attendance excluded only administrative, approved furlough, bereavement and vacation day usage.

11.10 Disability Pool - Members will be eligible for participation in the County Disability Pool. This pool has as its purpose the granting of wage continuation to employees who, because of non-job related illness, have exhausted all accrued sick and vacation time.

11.10.1 Each member will supply two (2) sick days (to be matched by the County) so an appropriate bank of days can accumulate. Members may be required to contribute additional days to keep an appropriate amount of days in the pool. Upon exhaustion of all sick and vacation time, a member may utilize the pool for wage continuation to a maximum of 120 days.

11.10.2 The disability pool, in essence, advances a member’s annual leave days in the case of disability. Upon return to work, the member must pay back the days utilized under the disability pool. The County will reclaim these days by deducting one-half (.5) of the member’s sick and annual leave time each subsequent year until all time has been repaid.

ARTICLE 12. LEAVES OF ABSENCE

12.1 Service credit shall continue to accrue during paid leaves of absence.

12.2 Leaves of Absence shall be granted as provided under New Jersey Department of Personnel statutes, rules and regulations.

12.3 Military Leave

12.3.1 Any permanent employee who is a member of the National Guard or Reserve of the military or naval forces of the United States and is required to undergo field training pursuant to N.J.A.C. 5A:2-2.3(b) or 5A:2-2.3(c) shall be granted a leave of absence, not to exceed two weeks, with pay, for the period of such training. This leave shall be in addition to annual vacation leave granted the employee. In order to receive such leave, the employee must take any action required to insure that the employer receives orders, NJDMAVA Form 33 or other such documents as may contain statements identifying the military duty as mandatory and in conformance with the above-referenced statutes.

12.4 Absence without leave.

12.4.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

12.4.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted shall be an unauthorized absence and is cause for disciplinary action. A leave of absence with pay of three days shall be granted to a permanent employee desiring such leave because of a death in the "immediate family." The use of sick time, vacation time, or administrative leave time to extend bereavement leave shall not be unreasonably denied.

"Immediate family" is defined as:

a. Mother or father,

- b. Mother-in-law or father-in-law,
- c. Brother or sister,
- d. Brother-in-law or sister-in-law,
- e. Spouse,
- f. Children or step-children,
- g. Grandmother or grandfather, or
- h. Grandchild.

12.5 Employees shall provide a copy of a death certificate or other sufficient proof upon return from bereavement leave, if requested by the Sheriff.

12.6 Family and Medical Leave.

12.6.1 It is the policy of Atlantic County Government, as a covered employer, to comply with the Family and Medical Leave Act (FMLA) and the Family Leave Act (FLA). Applicability of FMLA/FLA leave will be determined with reference to the statutes and their accompanying regulations. Employees should contact the Division of Human Resources for assistance and information on specific situations. The complete FMLA regulations appear at 29 C.F.R. §825 www.dol.gov and the complete FLA regulations appear at N.J.A.C. 13:14-1. Although this policy may add to your rights under the FMLA and the FLA, in instances where the FMLA and FLA regulations are more generous, they will be controlling.

12.6.2 Definitions

a. Child. Child means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

b. Chronic Serious Health Condition. A condition which: (i) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and (iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

c. Family Member. Parent, child, or spouse and, under the FLA, one partner in a civil union couple.

d. Key Employee. An employee who is among the highest paid 10% of all County employees; whose base salary is within the highest 5%; or whose base salary is one of the seven highest.

e. Parent. Parent means a person who is the biological parent, adoptive parent, foster parent, stepparent, parent-in-law (not included under FMLA), or legal guardian, having a "parent-child relationship" with a child as defined by law or having sole or joint custody, care, guardianship, or visitation with a child.

f. Serious Health Condition. Serious Health Condition means an illness, injury, impairment, or physical or mental condition which requires:

(i). inpatient care in a hospital, hospice, or residential care facility; or

(ii). continuing medical treatment; or

(iii). continuing supervision by a health care provider.

g. Spouse. A husband or wife as recognized by state law.

h. Hours of Service or Base Hours. For purposes of determining eligibility, this means the actual hours worked as determined under the principles of the Fair Labor Standards Act. It also includes the hours an employee would have worked, but for being in

military service. For the FLA, it includes hours for which the employee receives workers' compensation benefits.

12.6.3 Eligibility.

- a. FMLA leave.
 - (i). The employee has worked for the county for a total of 12 months which need not have been consecutive, and
 - (ii). The employee has a minimum of 1250 service hours in the past 12 months.
- b. FLA leave.
 - (i) The employee has worked for the county for a total of 12 months, and
 - (ii) The employee has a minimum of 1000 base hours in the past 12 months.
- c. Special rules apply to Key Employees. Contact Human Resources for details.

12.6.4 Leave Entitlement.

FMLA leave. An employee is entitled to a total of 12 work weeks of unpaid leave during the 12 month period measured forward from the date the employee's first FMLA leave begins, for any of the following reasons:

- a. birth, adoption or placement for foster care of a child;
- b. to care for a family member (spouse, parent or child) with a serious health condition or chronic serious health condition;;
- c. the employee's own serious health condition or chronic serious health condition; or

12.6.5 F LA leave. An employee is entitled to a total of 12 work weeks of unpaid leave during a 24 month period measured forward from the date the employee's first FLA leave begins, for any of the following reasons:

- a. birth, adoption or placement for foster care of a child;
- b. to care for a family member (spouse, parent, child or a partner in a civil union) with a serious health condition.

NOTE: Because of the interaction of the FMLA and FLA there are some situations in which the length of leave entitlement will be more than 12 weeks. Also, leave for the birth, adoption or placement of a well child must be commenced within one year of the date of birth, adoption or placement and may be spread over a maximum period of 24 months. Consult the Division of Human Resources for specific leave determination.

12.6.6 Intermittent and Reduced Leave.

- a. Intermittent and reduced leave are available under both the FMLA and FLA.
- b. For FMLA/FLA leave taken for the birth or placement of a child, use of reduced or intermittent leave requires the consent of the county unless a serious health condition is involved.
- c. Employees must make a reasonable effort to schedule reduced or intermittent leave so as not to disrupt the operations of the county.
- d. Spouses. In conformance with New Jersey FLA law, where a husband and wife both work for Atlantic County, they will not be required to share leave time.
- e. Paid or Unpaid/ Relation to Other Leave Provisions.

- (i) The County will designate all qualifying absence as FMLA/FLA leave. The leave will run concurrent with eligible absences including, but not limited to, those under Workers' Compensation, State Disability, a Medical Leave, a Personal Leave, the Disability Pool Program, Vacation, Administrative Leave and Sick Leave.
 - (ii) An employee may choose to use paid leave during an absence for an FMLA/FLA qualifying reason so that paid leave would be used concurrently with the FMLA/FLA entitlement. The County will not require employees to use paid leave time while out on FMLA/FLA leave. The County recognizes the obligation to provide FMLA leave in no way limits the County's legal obligation to provide reasonable accommodation to employees under ADA or the NJLAD, their regulations and the administrative and decisional law interpreting those laws.
- f. Health Benefits. An employee who is absent under FMLA/FLA leave will have his/her health benefits maintained.
 - g. Other Benefits. It is the County's policy to maintain the following benefits under the indicated circumstances: Life Insurance - For unpaid FMLA/FLA leaves, pension life insurance will continue for a period of up to one year.
 - h. Accrual of Pension Benefits. An employee does not earn service credits while on an unpaid leave of absence. Pension credit accrues as usual for paid leaves. For unpaid leaves, pension credit will not accrue. However, employees may have the opportunity to purchase the time, up to two years, by contacting

the Division of Pensions within one (1) year of returning to active employment.

- i. Recovery of Costs of Maintaining Benefits. If an employee does not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave; or 2) other circumstances beyond employee's control, as defined by 29 C.F.R. 825.213(a) the employee may be required to reimburse the County for the County's share of health insurance premiums paid on employee's behalf during the FMLA leave.

12.6.7. Reinstatement Rights. At the expiration of an employee's FMLA/FLA leave the employee is entitled to be restored to the position held by the employee when the leave commenced or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment, unless the employee would have lost his or her position without regard to the leave, such as in a reduction in force. Special rules may apply to Key Employees.

Employees who use leave beyond their FMLA/FLA entitlement are not covered by the FMLA/FLA protections, such as reinstatement, continuation of medical coverage, etc. once their FMLA/FLA leave entitlement is exhausted.

12.6.8 Notification by Employee.

- a. Foreseeable Circumstances. The employee is required to provide written notice to the county of the need to take FMLA/FLA leave 30 days in advance or, where the leave is unforeseeable, as soon as practicable. Failure to provide

advance notice will not delay the granting of FMLA/FLA leave if the employee has given timely verbal or other notice.

- b. Unforeseen Circumstances. When leave is not foreseeable, the employee is required to provide notice of the need to take FMLA/FLA leave as soon as practicable. Except in extraordinary circumstances, that would be no later than one or two working days. Initial notification may be made verbally to the department designee. The County will require written confirmation.
- c. An employee must provide sufficient information to the County to establish an FMLA/FLA qualifying reason for the requested leave.
- d. Requesting Leave. An employee who is requesting FMLA/FLA leave shall complete the County Request for Leave form and submit it to their supervisor within the required time frame for notice.

12.6.9 Certification. The County requires the need for leave for the serious or chronic serious health condition of an employee or the employee's immediate family member be supported by a certification issued by a health care provider. The County Medical Certification Form is to be used for this purpose. No other less comprehensive form or note will be accepted. Although an employee is required to provide the County with "medical facts" supporting the leave request, the employee need not provide the County with a diagnosis but must include a probable return to work date. (See certification form #5a). The County also requires an employee to provide reasonable documentation or a statement of family relationship if the leave is to care for a family member.

- a. Initial Certification. An employee must return the County Medical Certification Form as soon as possible, but no later than 15 calendar days after

being informed of the need to provide the certification. If the employee returns an incomplete certification, the County will promptly notify the employee that the form is incomplete and the employee shall have five (5) business days to provide a completed certification. Failure to provide the certification timely or providing an incomplete certification may result in delay of the leave until the certification is received. If the County Medical Certification Form is not returned by the employee, FMLA/FLA leave may be denied.

- b. Confirmation of Certification. A health care provider representing the County may contact the employee's health care provider, with the employee's permission, for purposes of clarification and authenticity of the medical certification. The County may, at its own expense, require an employee to obtain a second medical certification from a health care provider. The County may choose the health care provider for the second opinion with certain restrictions.

If the opinions of the employee's and the County's health care providers differ, the County may require the employee to obtain a certification from a third health care provider at the County's expense. This third opinion, by a health care provider jointly approved by the County and the employee, shall be final and binding. The County will provide the employee with a copy of the second and third medical opinions, where applicable, upon request by the employee. Absent extenuating circumstances, the requested copies are to be provided within two business days.

- c. Recertification. The County may require an employee to submit subsequent recertifications on a periodic basis as provided under applicable law. The employee is responsible for the cost of the recertification. Failure to provide the recertification may result in the delay of the employee's continuation of FMLA/FLA leave.
- d. Certification of Fitness to Return to Work. The County will require a certification of fitness to return to work under the same conditions as set forth in the paid sick leave policy. Failure to provide a return to work certification may result in delay of restoration to employment until the certification is submitted.

12.6.10 Time Frame. The period within which leave can be taken will be measured forward from the date the employee's first FMLA/FLA leave begins.

12.6.11 Outside Employment. Both the FMLA and the FLA have regulations and restrictions concerning outside employment during qualifying leave. No employee can accept outside employment until a moonlighting form (P.S. 3.10) is completed and approved. Taking outside employment during a period of FMLA may in some cases cast doubt on the validity of the employee's need for leave, particularly if the leave is being taken for the employee's own serious health conditions. An employee who fraudulently obtains FMLA leave from an employer is not protected by FMLA's job restoration or maintenance of health benefits provisions.

12.6.12 Return to Work. The County requires an employee to report periodically on his/her status and intention to return to work. The employee may return to work earlier than originally anticipated provided the employee gives the county two business days notice and a new medical note.

12.6.13 Monitoring by Department. The department shall be responsible for monitoring the following:

- a. any employee who has been out sick for six consecutive work days.
- b. when an employee requests to use sick or other leave for reasons that qualify as a serious health condition.
- c. any employee who has no paid leave time available but needs to be absent from work due to a qualifying FMLA/FLA reason.
- d. all employee requests for FMLA/FLA leave.

12.6.14 Notification by Department.

Each department is responsible for:

- a. verbally notifying the employee of their FMLA/FLA rights within two business days of the department receiving sufficient information to believe the leave may qualify, followed by written notification.
- b. notifying the Division of Human Resources of all the situations as listed above.

12.6.15. Determination of Leave Eligibility. The designated department representative shall review all requests for time off which may qualify as FMLA/FLA. This review includes securing appropriate information and documentation of eligibility and medical certification. The department shall submit all possible FMLA/FLA requests on the Request for Leave form with a preliminary determination to the Division of Human Resources for review and final determination.

12.6.16 Notification of Leave Designation. The Division of Human Resources will notify the department of the approval or denial of the designation. The department will be responsible for notifying the employee. If the county is unable to immediately obtain sufficient

information to confirm eligibility as FMLA/FLA leave, the leave may be provisionally designated as FMLA/FLA leave pending confirmation and final approval or denial.

12.6.17 Exercise of Rights. The County shall not take any adverse action against an employee who exercises his or her rights under the FMLA or FLA.

ARTICLE 13. VACATION

13.1	Up to one year	1 day per month
	After one year and up to five years	15 days annually
	After five years up to 12 years	18 days annually
	After 12 years up to 20 years	21 days annually
	After 20 years	25 days annually

13.2 Vacation pay shall be paid at the employee's straight time rate.

13.3 Vacations shall be scheduled and granted to employees based on the following conditions.

13.3.1 Employees shall submit vacation slips to their immediate supervisor.

13.3.2 In the event more employees request the same vacation time then can be accommodated, requests will be granted based on seniority.

13.3.3 Vacation time will be granted on a first-come, first-served basis, however, any employee requesting a minimum of five days shall be given preference over an employee requesting a single day.

13.3.4 A maximum of two years vacation time may be carried over.

13.4 Any employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump-sum for the unused vacation he/she has accumulated up to the time of separation at his/her current rate of pay.

ARTICLE 14. INSURANCE AND WORKERS' COMPENSATION

A. Medical Insurance

1. Employees and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with the provisions of New Jersey State Health Benefits Program.
2. Prescription drug coverage shall be offered to all employees and their dependents in accordance with the free standing prescription plan offered by the New Jersey State Health Plan.

Employees shall comply with Chapter 78 P.L. 2011 which includes the cost share of medical and prescription plan costs. The schedule in Chapter 78 P.L. 2011 requiring employee health benefits contributions is provided herein as **Appendix A**. Employees shall not make plan contributions in addition to the statutorily mandated contributions noted above.

3. The employees and their dependents shall also be afforded optical and dental coverage through the County's own provider contracts.
4. All of the coverages outlined above will be provided to the employees and their dependents and shall extend at least throughout the duration of this Agreement and through the completion of negotiations for a successor Agreement. If law mandates application of a different health care contribution than noted above at the expiration of this contract, the rate required by law will replace the health care contribution noted above, subject to any rights provided by law to negotiate over health care contributions.
5. Opt-Out: The County hereby offers an insurance health benefits opt-out which will be provided in accordance with the law(s), rules and regulations of the State of New Jersey and the provisions set forth in a document entitled Atlantic County Health Benefits Program Coverage Waiver/Reinstatement, available on Infoplease and from Human Resources.
6. EMPLOYEE, as used herein, means a bargaining unit member who works 25 hours or more per week. Eligible dependents, for comprehensive medical, hospital, and prescription drug coverage under the New Jersey State Health Benefits Program are the employee's spouse and/or children under age 26. Eligible dependents for optical and dental coverage shall remain pursuant to the County's provider contracts.

B. Health Benefits at Retirement

An employee who retires or receives disability retirement approved and accepted by the State of New Jersey shall be eligible for County paid health benefits coverage for three (3) years after retirement, commencing with the employee's retirement date. Retirement is currently defined in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of full time service of 25 years with Atlantic County at the time of retirement or upon reaching the age of 62 or older and having at least 15 years of service with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the three (3) year period of employer-paid coverage.

Retirees receiving County post-retirement health benefits shall pay a health insurance co-pay in accordance with Chapter 78, PL 2011, if applicable. Employees will be responsible for providing to the County proof of their monthly pension payment so the County can calculate a full year of pension salary. If employee does not provide the pension information, the County will bill on employee's salary at time of retirement. If employee does not continue to pay co-share, the County will stop the free benefits.

For those employees hired before January 1, 1997, their prior law enforcement service shall be counted cumulatively as "service with Atlantic County" for the purpose of qualifying for post-retirement health benefits as outlined above.

C. Leaves of Absence.

An employee's health benefits are protected when the employee is granted an unpaid leave of absence under any Family and Medical Leave Act. However, during this leave, the employee is required to continue to pay their health benefits cost share pursuant to Chapter 78, PL 2011.

Any employee who is on an authorized medical leave without pay or non-paid status must continue to pay their cost share towards their health benefits in accordance with Chapter 78, P.L. 2011. After three months of an approved unpaid medical leave of absence other than FMLA or FLA, employee will be responsible for paying the monthly premium costs. If payment is required but coverage is declined by the employee, coverage will terminate effective the first day of the non-pay status after the first three months. This will result in

temporary suspension of benefits. Benefits are reinstated the day the employee returns to work.

D. The County will offer employees and their families the opportunity for a temporary extension of health coverage, called continuation coverage, at group rates, in certain instances where coverage under the County plan would otherwise end. This is in accordance with federal law P.L. 99-272, Title X (COBRA)

E. Mental Health coverage shall be in accordance with all applicable laws.

F. Workers' Compensation. When an employee of the Atlantic County Sheriff's Office is injured on duty during working hours, he/she will be entitled to workers' compensation benefits as set forth by New Jersey Statute (N.J.S. 34:15). Employees injured or disabled in the course of their employment shall receive the difference between their regular rate of pay and disability or workers' compensation payments that they receive for a period not to exceed one (1) year.

ARTICLE 15. GRIEVANCE PROCEDURE

15.1 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.

15.2 Nothing herein will be construed as limiting the right of any employee having a grievance to discuss the matter, informally, with the sheriff, appropriate under sheriff or supervisor.

15.3 The term "grievance" as used herein means any controversy arising over (1) the interpretation, application, or alleged violation of the terms and conditions of this Agreement, or (2) any controversy arising out of policies or administrative decisions affecting the terms and conditions of employment. A "grievance" may be raised by an individual, the association on behalf of the individual or a group of individuals.

15.4 The following constitutes the sole and exclusive method for resolving grievances between parties covered by this agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP 1 - The grievance shall be submitted in writing to the Immediate Commander within ten (10) calendar days of the occurrence of the grievance (or the grievant becoming aware of the grievance). The Immediate Commander shall submit a written answer to the Association within seven (7) calendar days of the submission date.

STEP 2 - If the grievance is not satisfactorily adjusted at Step 1 the grievant (or Association) may appeal within 10 calendar days to the Undersheriff, who will review the grievance and submit his position in writing within ten (10) calendar days of submission to step 2.

Step 3 - If the grievance is not satisfactorily adjusted at Step 2 the grievant (or Association) may appeal within ten (10) calendar days to the sheriff. The Sheriff shall submit a written answer to

the grievance within ten (10) calendar days after submission to Step 3. Policy grievances affecting substantial numbers of employees (30% or greater) covered by this agreement may proceed directly to the Third Step.

STEP 4 - If the grievance is not settled through steps 1,2or 3 and only if the grievance alleges a violation of terms and conditions of this agreement, then the grievant shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) days of the date on which the response of this representative was received or should have been received. The costs for the services of the arbitrator shall be borne by the party against whom the arbitrator decides. In the event the arbitrator reaches a decision in which both parties were found to be partially at fault, the costs will be borne equally. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

15.5 The arbitrator shall be bound by the provisions of this agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding.

15.6 The designated Association representative shall be permitted as members of the grievance committee to confer with employees and the County on specific grievances in accordance with the grievance procedure set forth herein during the work hours of the employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Atlantic County Sheriff's Office or require the recall of off-duty employees.

15.7 The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contact the time limits provided for processing the grievance at any step in the grievance procedure.

15.8 In the event the aggrieved elects to pursue remedies available through the NJ Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the sheriff on the grievance. In the event the grievant pursues his/her remedies through the NJ Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the association.

ARTICLE 16. TRAINING AND SECURITY

A. The Employer shall budget the necessary appropriation for members of the Sheriff's Department to utilize, so that they may maintain the present level of credibility and expertise in their appropriate field.

1. The cost of training, educating and equipping Sheriff's Officers shall be borne by the Employer.

2. The Employer shall pay the full cost of training or education of any sheriff officer requested by the Employer to attend courses.

3. All notifications of training shall be posted by the Sheriff or his Designee. These notifications for training shall be posted for a minimum of ten (10) working days.

4. All interested officers shall submit in writing a request for above said training.

B. Employees who take training on their own time and expense directly related to their assignment shall be eligible for reimbursement for such training up to 100% provided that the training course was approved in advance by the Sheriff (in writing) and they successfully complete the entire training program as detailed in their request. Reimbursement within two (2) years from separation from County service, other than by retirement or death, shall be repaid.

C. Individuals who are assigned to extraditions or other assigned trips will claim only hours worked. There shall be no payment for sleep or recreation time. If travel time is required in excess of an employee's normal commuting time due to the employee's being required to report to or leave from his/her normal work station, the difference between the two shall be claimed as hours worked if it is a work assignment. If the excess travel time is due to mandated school attendance, the difference shall be claimed as hours worked. Travel shall only be claimed if attendance at the school or conference is mandatory.

ARTICLE 17. FRINGE BENEFITS

17.1 The employer shall also make available to each employee a physical examination (including a treadmill stress test and x-rays if required by the doctor) at least once annually upon the request of the employee at no cost to the employee. The County will provide, at its expense, medical screening for any employee who, after being exposed to a contagious disease as part of his/her employment, either shows symptoms, or who was so exposed under unusually dangerous conditions. If the employee tests positive, the county will provide at its' expense, medical screening for the employee's immediate family (those who reside with the employee). Contagious diseases, for the purposes of this section, include, but are not limited to: AIDS, hepatitis, mononucleosis, strep infection, tuberculosis, herpes, Lyme Disease and methicillin resistant staphylococcus aureus (MRSA) or other antibiotic resistant or drug resistant infection.

17.2 The employer shall hold each employee harmless from any loss, claim or liability to any third person or persons arising out of any non-negligent action or failure to act by the employee in the course of his/her employment. This means an employee is not held harmless if his/her conduct is knowingly negligent, reckless, knowing or purposeful. The employer shall reimburse any employee for all necessary and reasonable expense, including legal fees, incident to the defense of any such claim as described in the first sentence of this paragraph. However, the county shall provide a pool of attorneys from whom the individual employee may choose the specific attorney of his/her choice. If an employee chooses a non-pool attorney, the hourly rate reimbursed shall not be higher than the pool attorney rate.

17.3 The county agrees to grant time off without loss of regular straight time pay to the association representative (or appointed alternative) for the purpose of attending regularly scheduled

meetings of New Jersey State Superior Officer's Association, provided that at least forty-eight (48) hours written notice is given to the employer.

17.4 An employee has the right, on his/her own time, to access the County's and/or Sheriff's official personnel file kept for the employee, and all records as may be kept by the employer or his agents, pertaining to the employee, and the employer shall permit the employee to respond in writing to any document in said file, within one (1) month of the employee being notified of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The employer agrees to provide the employee a copy of any document or instrument contained in said files upon request of the employee (this shall be at the employees cost if the amount of copies exceeds 10). No unsigned document or instrument (except for regular employment records which, by their nature, require no signature), nor any document or instrument of unknown or questionable origin shall be used against any employee in a disciplinary matter.

17.5 Any employee required to appear in court on agency business during off-duty hours shall be paid for all documented time at overtime rates as defined herein, measured from the time of leaving the sheriff's Office to the courthouse and back (Travel time for courts in Atlantic County shall not exceed 30 minutes round trip).

17.6 A reimbursement program for course work directly job related, or job essential, is provided. Course work must be taken from an approved educational facility. Rates are as follows:

Undergraduate work:	\$650.00 per year, maximum
Graduate work:	\$1000.00 per year, maximum

ARTICLE 18. MANAGEMENT RIGHTS

18.1 It is the right of the Sheriff:

18.1.1 To determine the standards for the selection of employees according to NJ Dept. Of Personnel rules and regulations.

18.1.2 To direct employees.

18.1.3 To maintain the efficiency of operations.

18.1.4 To take all necessary actions to carry out the agencies responsibilities in emergencies, emergencies to be construed as acts of God and/or acts or incidents beyond the control of any person or agency, for example, riots, fires, vehicular accidents, etc..

18.1.5 To exercise complete control and discretion over the organization and the technology of performing the work.

18.1.6 To develop and assign all work schedules pursuant to the terms of this agreement.

18.2 It is understood and agreed that the Sheriff, in his sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property under the control of the Sheriff, except as limited by this agreement.

18.3 Matters of inherent managerial policy are reserved exclusively to the Sheriff. These include, but shall not be limited to, such areas of discretion in policy as the functions and programs of the employer, including but not limited to standards of service, the overall budget, utilization of technology, the organization structure and selection and utilization of personnel.

The listing of specific rights in this article is not intended nor shall be considered restrictive or a waiver of any rights of the management not listed herein.

ARTICLE 19. LONGEVITY

19.1 Up to and until December 31, 2010, longevity shall be implemented each year of this agreement in the following manner:

1st day of the 6th year thru and including the last day of the 10th year -	\$800.00
1st day of the 11th year thru and including the last day of the 15th year -	\$1,150.00
1st day of the 16th year thru and including the last day of the 20th year -	\$1,700.00
1st day of the 21st year and thereafter	\$2,500.00

19.1 Effective January 1, 2011 and in consideration of Officers receiving a payment of \$2,150 added to their base salary in calendar year 2011, longevity is hereby eliminated from the contract.

ARTICLE 20. SAFETY, HEALTH AND ADMINISTRATION

A. The Employer shall provide Employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety, health and security.

B. Safety equipment in vehicles and buildings to which officers are assigned shall include, but not be limited to:

CPR vomit masks

eye goggles

first aid kits

rubber gloves

fire extinguishers

and other items necessary for officers engaged in their assigned work. Equipment shall be inspected monthly and repaired, replaced or refilled if found to be deficient in operation or supply.

C. All other Sheriff Officers' equipment, including but not limited to:

vehicles

fire arms

ballistic vests

helmets

shall be maintained in operable condition.

D. Employees who are subject to x-ray safety screenings as part of their job responsibilities shall receive, in writing, the results of exposure analysis study by the County.

ARTICLE 21. MISCELLANEOUS

The Union and the County agree that to the extent there is time in the first 10 to 12 minutes of a shift that an officer clocks in under the POSS system and he or she is not compensated, this issue shall be resolved as follows:

21.1 The Union agrees to release the County and waive its right to any and all claims related to this issue. This waiver and release includes but is not limited to claims under the FLSA and claims that could have been brought before any Federal agency, State agency, and any Federal Court or State Court of competent jurisdiction.

21.2. The Parties agree to provide documentation and take all reasonable and practicable measures necessary to cooperate with each other in the County's review of this matter and any actions necessary for the County to correct errors in the POSS system.

21.3. The County shall review this matter. Within a reasonable amount of time after assessing this issue, the County shall take all measures necessary to address any future situations where officers are not paid for the time they are actually working and clocked-in under the POSS time recording system.

21.4. The Parties make no admissions of liability, and they agree officers must be compensated when they are clocked-in under the POSS system and working.

ARTICLE 22. SEPARABILITY AND SAVINGS

22.1 If any provision of this agreement or any application of this agreement to any employee, member or group of employees or members, is held to be invalid by operation of law by the decision of any court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative. However, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

22.2 Nothing contained herein shall be construed as denying or restricting any employee's rights available under any other applicable laws and regulations.

22.3 The provisions of this agreement shall be subject to and subordinate to state law, but nothing contained herein shall be deemed to subordinate this contract to county ordinances.

22.4 Except as otherwise provided in this agreement, the failure to enforce any provision of this agreement shall not be deemed a waiver thereof. This agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled by law.

22.5 Any changes or modifications in negotiable terms and conditions of employment shall be made only after negotiation with the association. Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the association before they are established.

22.6 Changes mandated by State or Federal laws shall control the parties where appropriate.

ARTICLE 23. FULLY BARGAINED AGREEMENT

23.1 Both parties agree that this agreement represents all appropriate bargained issues. This agreement incorporates all rights and obligations assumed by each to the other as a result of the collective bargaining process. This agreement represents and incorporates the complete and final understanding and settlement by the parties regarding all bargainable issues, with the exception of those issues which are subject to the re-opening of this agreement as specifically provided for within the terms and conditions of this agreement, or those issues which may or could arise at a later date during the life of this agreement which parties recognize, by mutual consent, should or must be made a part of this agreement.

ARTICLE 24. EMPLOYEE RIGHTS

Officer's rights shall include, but not be limited to, the following:

A. **Political Activity**

Except when on duty or acting in an official capacity, no Officer shall be prohibited from engaging in political activity.

B. **Advice of Rights**

All members of the force are citizens of the United States and of the State of New Jersey and, as such, are entitled to all rights and privileges guaranteed by the Constitutions and laws of the United States and of the State of New Jersey. Officers also hold a unique status as public Officers involved in the exercise of a portion of the police powers of the County. In an effort to ensure that investigations and/or interrogations of Officers are conducted in a manner which is consistent with both of these principles, the following practices and procedures are hereby adopted whenever an Officer is subject to investigation and/or interrogation by the Sheriff, a commanding Officer or other Officer of the Division and/or Department for any reason which could lead to criminal charges or disciplinary action:

1. An Officer has the right not to incriminate himself/herself by answering questions, oral or written, propounded to him/her in the course of the investigation, nor shall Officers be compelled to give a statement, oral or written, relating to said investigation without first being read and having waived his/her Miranda rights if the allegation under investigation is criminal in nature.
2. At any point during an investigation an Officer has the right to retain counsel of his/her choice, at his/her expense, and to have said counsel present to advise at all stages of the criminal proceeding or interrogation of the Officer.

3. At the request of the Officer, a Union representative of the officer's choice will be present at any interrogation of the Officer. The Union representative's purpose shall not be to interfere with the interrogation and/or investigation, but to witness the conduct of said procedure and to advise the Officer as to his/her rights under this Article.

4. Any interrogation of the Officer shall be conducted at a reasonable hour, preferably at a time when the Officer is on duty, with reasonable notice given, unless the seriousness of the investigation is such that an immediate interrogation is required. If such an interrogation does occur during the off-duty time of the Officer being interrogated, the employee shall be compensated for such off-duty in accordance with the provision of the contract.

5. The interrogation shall take place at a location designated by the Sheriff or his/her designee, including the investigating officer. Unless the circumstances of the Investigations dictate otherwise, the location shall usually be at one of the following: the Sheriff's office; the office of the investigating officer, at the Facility at which the Officer is employed; at a location mutually agreeable to the Interrogating officer and the Officer under investigation; the location where the incident allegedly occurred, in which case no non-employee complainant shall be allowed to be present during the interrogation.

6. The Officer under investigation shall be informed of the nature of the investigation before any interrogation begins. The Officer shall also be informed no later than the commencement of the interrogation of the name, rank and command of the Officer in charge of the investigation, the interrogating Officer and all persons who will be present during the interrogation.

7. All complaints must be reduced to writing as soon as possible during the course of the investigation. The writing shall include the nature of the investigation, the names and addresses of all complainants, provided, however, that the investigating Officer or a commanding Officer may be the complainant. In the event that the name of the actual complainant is unknown to the Department, or if the Department believes that the name of the complainant must be withheld, given the circumstances of the investigation, then the Department will so inform the Officer, and the reasons why the name of the complainant is not being given. If as a result of an investigation, disciplinary charges are filed against the Officer, the charges shall be reduced to writing and the name of the complainant must be included in the written charge.

8. The interrogation sessions shall be reasonable in length, and reasonable breaks shall be allowed for personal necessities, meals, and telephone calls as are reasonably necessary. The Officer under investigation shall not be subject to any offensive language, nor threatened with transfer or any disciplinary action. No promise, reward or favorable treatment shall be made as an inducement to have the Officer answer questions. However, nothing herein shall be construed to prevent the investigating Officer from informing the Officer of the possible consequences of the acts under investigation.

9. The Department shall not cause an Officer to be subjected to visits by the press or other news media without the Officer's express written consent, nor shall the Officer's home address, telephone number or photograph be given to the media without the Officer's express written consent.

10. If the interrogation is recorded, either by audio or visual recording, then all portions of the interrogation shall be so recorded, and the Officer, if he/she requests, shall be provided with a copy of the audio or visual recording at the Officer's expense.

11. In the course of any investigation and/or interrogation, the Officer shall have the right to provide the names of witnesses who shall be interviewed by the investigating Officer. Prior to the conclusion of the investigation, the Officer shall have the right to provide a statement for the record, which statement shall be made part of the investigation.

12. Whenever the result of any investigation and/or complaint is that the Officer is exonerated, the charges are deemed unfounded and/or the charges are for any reason dismissed, such file shall not in any way be used against the Officer in any personnel, disciplinary or any other administrative action being taken with respect to the Officer's employment, including promotion.

13. No Officer shall be compelled to submit to a polygraph examination without his/her express written consent, and no disciplinary action or other adverse or punitive action shall be taken against an Officer for refusal to submit to a polygraph examination.

14. Nothing in the foregoing shall abridge the right of the Sheriff, commanding Officer or supervisor to counsel with, advise, or admonish an Officer under his/her command/supervision in private, nor shall anything in the foregoing abridge the right of the Sheriff and of the Department to initiate discipline, as long as it is handled in a manner consistent with the protections set forth in this contract.

15. No dismissal, demotion, transfer, suspension, reassignment, denial of promotion or reassignment, or any other disciplinary action shall be taken against any Officer by reason of his/her lawful exercise of the rights and privileges by the Constitution and laws of the United

States and of the State of New Jersey and/or the rights guaranteed herein, or elsewhere in the contract.

C. **Suspensions**

No Officer shall suffer a suspension from duty with or without pay unless the suspension shall meet the requirements of the guidelines set forth by the Department regulations, Title 40A, New Jersey Department of Personnel Law and Regulations and any other applicable law.

D. **Outside Employment**

No Officer shall be denied the opportunity to participate in secondary employment, subject to the Division's/Department's right to restrict employment in such areas where a conflict would exist.

E. **Liability Insurance**

The County will defend and indemnify each and every Officer against civil suits arising from their employment to the extent permitted by law. Members of the PBA Local #243 agree to cooperate in the defense of any such claims.

F. **Reservation of Rights**

Nothing contained within this Article, nor this contract, shall limit or negate any right provided by or conferred upon any Officer by any federal, state or local law, regulation, arbitration or judicial decision.

G. No employee shall be disciplined without just cause.

H. The Employer shall respect all Weingarten rights of employees.

I. The County and PBA Local 243 agree to form a committee made up of at least two representatives from management and two representatives from PBA Local 243. One management representative shall be the Sheriff and one employee representative shall be the President of PBA

Local 243. The Committee shall meet at least quarterly to amicably discuss any issues of mutual concern and the possibility of an informal solution.

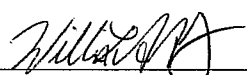
ARTICLE 25. DURATION OF AGREEMENT

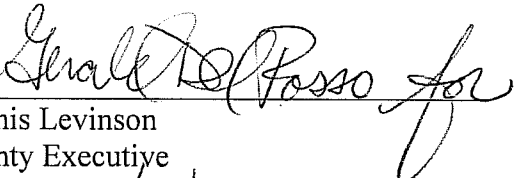
This agreement shall be in full force and effect as of January 1, 2014, and shall remain in effect to and including December 31, 2017. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, not later than one hundred twenty (120) days prior to the expiration of this agreement. Any agreement so negotiated shall apply to all employees, shall be reduced to writing, and shall be signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

ATLANTIC COUNTY SHERIFF'S OFFICE
SUPERIOR OFFICERS ASSOCIATION


COUNTY OF ATLANTIC

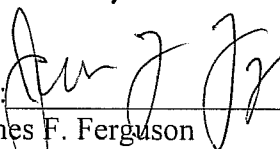
BY: 
Sergeant William L. Ade, Jr.
President

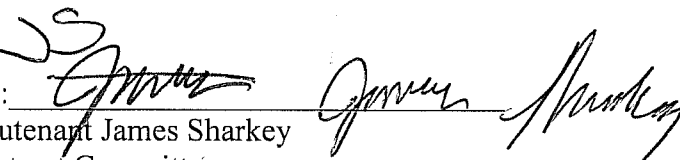
BY: 
Dennis Levinson
County Executive

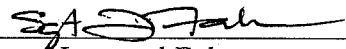
DATE: 11/2/15

DATE: 11/5/15

BY: 
Sergeant Harry Albert
Contract Committee
DATE: 11/2/15

BY: 
James F. Ferguson
County Counsel
DATE: 11/4/15

BY: 
Lieutenant James Sharkey
Contract Committee
DATE: 11/2/15

BY: 
Sergeant Leonard Falcone
Contract Committee
DATE: _____

