

# **LABOR AGREEMENT**

**BETWEEN**

**THE COUNTY OF ATLANTIC**

**AND**

**THE INDEPENDENT SUPERIOR  
OFFICERS OF ATLANTIC COUNTY**

**2003-2006**



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**PREAMBLE**

THIS AGREEMENT, between the COUNTY OF ATLANTIC (hereinafter referred to as “Employer”) and THE INDEPENDENT SUPERIOR OFFICERS OF ATLANTIC COUNTY (hereinafter referred to as the “employee organization”), represents the complete and final understanding on all negotiable items which were or could have been the subject of negotiations between the parties.

## 1 RECOGNITION

1.1 The County of Atlantic, hereinafter referred to as the Employer, hereby recognizes the Independent Superior Officers of Atlantic County, hereinafter referred to as the Employee Organization, as the sole and exclusive collective negotiating agent and representative for all Correctional Officer Lieutenants and Captains, but excluding the Department Head, Division Director, Deputy Division Director, County Correction Sergeants, and County Corrections Officers.

1.2 The titles "Lieutenant," "Captain" and "Employee" shall be defined to include the plural as well as the singular and to include female as well as male gender. The term "employee" shall hereinafter refer to both Lieutenants and Captains.

1.3 The Employee Organization's President and Vice President shall have access to the Gormely Justice Facility when off duty to conduct organizational business. If the President or Vice President wishes to confer with any on duty organizational members, permission must be received from the Warden or his/her designee. The permission shall not be unreasonably denied, but the employer retains the right to manage and direct the working force in order to insure the efficient operation of the Department of Public Safety.

1.4 A "New Employee" is designated as an employee who has been newly hired by the County after July 1, 1993.

## 2 SENIORITY

2.1 Seniority is defined as an employee's total length of service within the bargaining unit beginning with the date of permanent appointment to their current position, i.e., Lieutenant or Captain.

2.2 An employee having broken service with the employer (as distinguished from a leave of absence) or has voluntarily taken a reduction in rank to Sergeant, shall not accrue seniority credit for the time when not employed by the employer or holding the rank of Lieutenant.

2.3 Where two or more employees are permanently promoted to the same rank on the same date, seniority will be determined by the date of hire in the Department of Public Safety, Division of Adult Detention.

2.3.1 Where two or more employees have both the same date of promotion to the same rank and the same date of hire as described above, then seniority shall be determined according to the position in the alphabet of the first letter of the last

name of the employees. Where the first letter of the last names are the same, the seniority shall be determined by the first letter of their first names. If the letter is the same, then determination shall be made by lot.

2.4 The Employer shall maintain an accurate, up-to-date seniority roster, showing each employee's date of hire with the Department of Public Safety, Division of Adult Detention and civil service classifications as well as their dates of permanent appointment to given rank(s), and shall furnish copies of the roster to the organization's president upon request.

### 3 DUES CHECK-OFF AND AGENCY SHOP

3.1 Employer agrees to deduct monthly membership dues from the regularly issued paychecks of the individual members of the Independent Superior Officers of Atlantic County, provided those individual members request in writing that such deductions be made. Deductions shall be made at intervals convenient to the Employer, but no less frequently than monthly, and thereafter shall be certified along with remittance to the Treasurer of the organization, together with a list of the names of all employee members for whom deductions were made. The certification, list and remittance shall be made no later than the 10th day of the month succeeding the deduction.

3.2 A notice of desire to terminate the above mentioned deduction of dues by any Employee member must be received in writing by the Employer and Organization no less than thirty (30) days prior to the effective date of the requested termination.

3.3 The Employer agrees to implement an Agency Shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for nonmembers, equivalent to 85% of the regular membership dues, fees and assessments. The Organization, 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 the result of the Implementation of this Agency Shop provision.

### 4 WORK SCHEDULES

4.1 All employees covered under this Agreement shall work a 40 hour week, including a working lunch period. In addition, if they are involved in a change of shift, they shall report to duty thirty (30) minutes before the start of their shift. In order to be paid for these thirty (30) minutes, an employee whose assignment involves a change of shift, must report on time, i.e., thirty (30) minutes before shift only on those days wherein he/she is involved in a shift change situation. He/she is not to report and will not be paid for any muster time wherein there is no change of shift involved.

4.2 Regular work schedule shall be defined as a period of five (5) consecutive days of work and two (2) consecutive days off.

4.3 Employees shall be notified at least seven (7) days before any "permanent" change in work schedule or days off. Less than seven (7) days notification may be

given to an employee regarding any change in his/her regular work schedule or days off (permanent or not) only in the event of an emergency.

4.4 Employees shall not be scheduled to work more than two (2) distinct shifts within a given five (5) day work week except that the Warden or designee may depart from this practice in the event of an emergency; the circumstances constituting an emergency shall rest in the sole discretion of the Warden or his designee.

## 5 OVERTIME

5.1 Overtime will continue to be earned for hours worked beyond forty (40) hours in any week.

5.2 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 (New Years Day, Thanksgiving, Christmas);

5.2.3 Bereavement days;

5.2.4 Administrative days;

5.2.5 Vacation days.

5.3 Overtime shall be paid at the rate of time and one-half (1-1/2) of the regular hourly rate for Lieutenants. The hourly rate of overtime shall be computed at the basic work week of forty (40) hours per week.

5.4 Overtime shall be paid no later than the second pay period after the overtime work is performed.

5.5 It is agreed that overtime will be distributed fairly among members qualified to do the assignment. The method of approach shall be to utilize a seniority list; if an employee does not desire voluntary overtime, he/she shall be skipped until his/her name next appears in rotation on the seniority list. The County shall have the right to assign overtime if the number of volunteers is not sufficient. Involuntary overtime shall be assigned based upon rotation in inverse seniority. Unless an emergency exists, a Lieutenant will not be ordered to come in and work on his/her regularly scheduled day off.

5.6 The Employer will advise Lieutenants each day as to who on each shift will be required to do mandatory overtime if it is needed on the succeeding shift and a volunteer cannot be found. A Lieutenant who is up for the mandatory overtime will be notified ninety (90) minutes before the end of his/her shift of the need for him/her to stay. If the Employer is aware of this need prior to ninety (90) minutes before the end of the shift, then the Employer will advise the Lieutenants as soon as possible thereafter.

5.7 Employees working hours meeting the above criteria for the payment of overtime may, at their discretion, be paid in the form of time off with pay (Comp Time) at the rate of one and one-half hours off for every hour worked. Employees may accrue

and maintain an unlimited amount of earned comp time. However, at the completion of a calendar year, an accrued balance of no more than eighty (80) hours of comp time may be "carried over" into the succeeding calendar year. The granting of "comp" time off shall not be unreasonably denied. Comp time may be taken in hourly increments.

## 6 CALL IN TIME

6.1 Any employee 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 (1 1/2) with a minimum guarantee of four (4) hours pay.

6.2 Call-in time begins when the employee arrives at his/her duty station and ends when his/her regular shift begins or when the work is completed, whichever occurs first. When an employee is called in prior to the normal start time of the shift, there shall be a minimum guarantee of two (2) hours paid at the rate of time and one-half (1-1/2) pay.

6.3 An employee who is called in (with less than twenty four hours notice) to work during his/her assigned shift which has been approved as vacation time or personal Administrative time, shall be paid at the overtime rate for the first eight hours and will not lose vacation or personal/Administrative time credit for the time he/she was called in (i.e., the vacation or personal time will be canceled).

## 7 HOLIDAYS AND PERSONAL TIME

7.1 There shall be thirteen (13) paid holidays each year, of which ten (10) shall be paid in a lump sum at the rate of time and one half (1-1/2) by the 15th of November of each year. The remaining three (3) holidays shall be celebrated on Thanksgiving Day, Christmas Day, and New Years Day.

7.2 Lieutenants who are required to work on one of these three (3) holidays shall receive, in addition to their holiday pay, time and one-half of the regular straight time hourly rate of pay for all hours actually worked on the holiday.

7.3 If any of these three (3) holidays fall within an employee's vacation period, it shall not be counted against vacation time.

7.4 If the County Executive declares the day after Thanksgiving a day off with pay for all other County employees or if the County Executive declares it a holiday, then, in that event only, the employees covered by this agreement shall be granted a day off with pay. This day may be carried over into the next calendar year, and must be used/taken by December 31 of the following year.

7.5 All employees covered by this agreement shall be entitled to three (3) personal (Administrative) days off annually.

7.6 Personal time may be used in increments of one (1) hour and normally should be scheduled in advance. Request for use of personal time at the beginning of a work shift must be requested and approved in advance. One (1) "emergency" personal

day per calendar year may be used and shall be approved by the Warden or his designee provided that advance notice is given to the shift commander or operations unit by telephone or personal message at least 90 minutes before the start of the scheduled shift.

7.7 Employees shall make reasonable efforts to utilize personal time during the year it is accrued. With the approval from the Warden or Department Head, unused Administrative time may be carried over into the next calendar year provided the affected Administrative time was requested one month in advance and by necessity same could not be used. Unused Administrative time will otherwise be forfeited at the end of the carry-over calendar year.

## 8 CLOTHING ALLOWANCE

Lieutenants shall receive a clothing maintenance allowance of the net sum total pay of \$1,300 to be paid no later than November 15th of each year.

## 9 SALARY

9.1 Lieutenants' base annual salaries shall be:

9.1.1 for the year 2003: \$62,239

9.1.2 for the year 2004: \$64,729

9.1.3 for the year 2005: \$67,318

9.1.4 for the year 2006: \$70,011

9.2 Captains' base annual salaries shall be:

9.2.1 for the year 2003: \$74,984

9.2.2 for the year 2004: \$77,983

9.2.3 for the year 2005: \$81,103

9.2.4 for the year 2006: \$84,346

For the purpose of salary increases, all employees shall have an anniversary date of January 1.

9.3 In addition to salary, Lieutenants shall receive the following net sum (paid on January 1st of each year) as hazardous duty pay for each year: \$1,450.

## 10 SICK LEAVE

10.1 Permanent/provisional employees shall be entitled to the following sick leave with pay as accrued:

10.1.1 One working day sick leave with pay shall accrue for each month of service from date of hire up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one quarter (1 1/4) working days per month. If any

employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave NOT taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

10.1.2 Sick leave for purposes herein defined means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, and a short period of emergency attendance upon a member of his/her immediate family who is ill and requiring the presence of the employee.

10.1.3 An employee who does not expect to report to work because of personal illness, or for any reasons herein defined as sick leave, shall notify the on duty Shift Commander or Operations Unit, by telephone or by personal message at least ninety (90) minutes before the start of the scheduled shift.

10.1.4 An employee, in the case of personal illness or illness of a family member, shall at their discretion be authorized to utilize vacation or compensatory time in lieu of sick time provided, that the employee makes the request at the time he or she notifies the facility of the absence and provided further that the employee provides documentation of the illness. The failure of the employee to provide notification at the time of call in or to provide proper documentation upon request shall constitute a waiver of this provision and the employee shall be required to utilize sick time.

10.2 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. Each member will supply two 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. The disability pool, in essence, advances a member's annual leave days in the case of disability. The employer shall provide an accounting to all employees upon members "supplying" sick days to be matched, including any "additional days" required. Upon return to work, the member must pay back the leave utilized under the disability pool. The County will reclaim their days by deducting one-half (1/2) of the member's sick and annual leave time each subsequent calendar year until all time has been repaid.

10.3 Any employee covered under the terms of this agreement who "retires" from County service under Police and Fireman Retirement System or Public Employees Retirement System (P.E.R.S.) shall be paid (50%) of accrued sick leave up to a maximum \$20,000 gross wage. There shall be a perfect attendance quarterly bonus of \$75 plus an additional \$200 for annual perfect attendance (excluding only administrative, approved furlough and vacation usage). The bonus shall be paid within two months of the completion of the corresponding time period. These bonus provisions shall only

apply to Lieutenants of the bargaining unit. Captains are hereby excluded from the perfect attendance quarterly and annual bonuses.

## 11 LEAVES OF ABSENCE

11.1 Service credit shall continue to accrue during paid leaves of absence provided under this agreement, but shall not accrue during unpaid leaves of absence except for Military Leave. The Employee shall be entitled upon his/her return from leave of absence without pay, to all service credits earned up to the date his/her leave commenced.

11.2 Leaves of absence for employees shall be granted as provided in Civil Services Statutes, rules and regulations and as otherwise noted herein.

11.3 A permanent employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties, or for any reason considered valid by the Department Head, desires to secure leave from regular duties, shall, with the approval of the Department Head, be granted a special leave of absence without pay for a period not to exceed six (6) months which may be extended for an additional six months with the approval of the Department Head. Any employee seeking such special leave without pay shall submit his/her request, in writing, to his/her immediate supervisor, stating the reasons why the request should be granted, the date when he/she desires the leave to begin, and the probable return date to duty.

11.4 MILITARY LEAVE: Any employee who is a member of the National Guard or Reserves of the Armed Forces of the United States of America and is required to undergo field training shall be granted a leave of absence with pay for the period of such training. This leave shall be in addition to the annual vacation leave granted the employee, provided the employee presents the official notice of training from his/her commanding officer prior to the effective date of the leave of absence. No military leave of absence shall exceed two (2) weeks in any given calendar year.

11.5 PREGNANCY/CHILD CARE/FAMILY CARE LEAVE: Leaves of absence for employees may be granted pursuant to the State Family Leave Act (N.J.S.A. 34:11B-1 et seq.) and as provided in the Federal Family and Medical Leave Act (29 USC-2601 et seq.).

### 11.6 ABSENCE WITHOUT LEAVE

11.6.1 Any unauthorized absence of an employee from duty shall be an Absence Without Leave and is cause for disciplinary action.

11.6.2 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 may be cause for disciplinary action.

### 11.7 BEREAVEMENT LEAVE

11.7.1 A leave of absence with pay for three (3) days shall be granted to a permanent employee desiring such leave because of any/each death of an immediate family member as defined in N.J.A.C. 4A:1-1.3 as: an employee's spouse, child, legal guardian, grandfather, grandmother, grandchild, foster child, father, mother, brother, sister, father-in-

law, mother-in-law, and other relatives residing in the employee's household.

11.7.2 Bereavement leave will be granted for a maximum of three working days per death.

11.7.3 Employees in need of an extension of bereavement leave beyond the established number of days may have such extensions charged to available vacation, sick or administrative leave or a furlough leave may be requested. An employee may also apply for a leave of absence on an emergency basis if he/she has exhausted all regular time. Final approval of all sick leave shall rest with the Warden.

11.7.4 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 may be cause for disciplinary action.

11.7.5 The County recognizes its obligation to comply with the State Family and Medical Leave and the Federal Family and Medical Leave Acts.

## 12 VACATIONS

### 12.1 ENTITLEMENTS AND ACCRUAL

12.1.1 ENTITLEMENTS: All employees shall be entitled to the following annual vacation leave with pay based upon years of service with the Department:

12.1.1.1 Up to one year	1 day per month
12.1.1.2 After 1 year & up to 5 years	15 days annually
12.1.1.3 After 5 years & up to 12 years	18 days annually
12.1.1.4 After 12 years & up to 20 years	21 days annually
12.1.1.5 After 20 years	25 days annually

#### 12.1.2 ACCRUAL:

12.1.2.1 For employees who are in the year of service to increase their annual amount of vacation, specifically during the 1st year to 2nd year, the 5th year to the 6th year, the 12th year to the 13th year, and the 20th year to the 21st year, the advanced allotment for the first three (3) designated groups shall be:

12.1.2.1.1 For those hired between 1/1 and 4/30 - 3 days added to prior year's allotment.

12.1.2.1.2 For those hired between 5/1 and 8/31 - 2 days added to prior year's allotment.

12.1.2.1.3 For those hired between 9/1 and 12/31 - 1 day added to prior year's allotment.

12.1.2.1.4 For employees going from their 20th to their 21st year, the advanced allotment shall be:

12.1.2.1.4.1 For those hired between 1/1 and 3/31 - 4 days added to prior year's allotment.

12.1.2.1.4.2 For those hired between 4/1 and 6/30 - 3 days added to prior year's allotment.

12.1.2.1.4.3 For those hired between 7/1 and 9/30 - 2 days added to prior year's allotment.

12.1.2.1.4.4 For those hired between 10/1 and 12/31 - 1 day added to prior year's allotment.

12.2 Vacation pay shall be paid at the employee's regular straight time rate per their job classification.

12.3 Vacations shall be scheduled and granted for periods of time requested by the employee in accordance with the following conditions:

12.3.1 On or before March 1 of each year, every employee shall submit a bid for their vacations days. The bid MUST at a minimum include a bid for use of five (5) consecutive days of vacation. In the event there are more applicants for any particular time slot than can be accommodated, seniority shall prevail if the conflict can not be resolved, and shall be applied within each working unit. If necessary, a second round of bidding shall take place by April 1, for those who were bumped in the first round.

12.3.2 Any requests made subsequent to March 1 (or April 1) shall be granted on a first come-first served basis based upon the availability of slots. However, any employee requesting a block of at least five (5) days shall be given priority over a request for less than five (5) days.

12.3.3 With regards to requests for a single day's vacation, at least forty-eight (48) hours notice shall be provided, and seniority shall resolve all conflicts.

12.3.4 The granting of vacation leave is at all time subject to management's right to maintain efficient operations. Approved vacations shall not be denied except in emergencies.

12.3.5 The employee may "carry-over" into a succeeding calendar year any unused vacation time up to the amount that the employee may earn in one year.

12.3.6 Management shall respond promptly to all requests for vacation.

12.4 If a certain holiday occurs during the week in which vacation is taken by an employee, the day shall not be charged to annual leave; this only applies to Thanksgiving, Christmas and/or New Years day.

12.5 An 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 accrued up to the time of separation at his/her current rate of pay.

## 13 INSURANCE AND WORKER'S COMPENSATION

13.1 MEDICAL INSURANCE: Commencing August 1, 2003 employees and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with the provisions of the New Jersey State Health Benefits Program. Employees shall be afforded a choice from among the State Health Program's plan offerings.

13.1.1 Prescription drug coverage shall be offered to all employees and their dependents in accordance with the freestanding prescription plan offered by the New Jersey State Health Plan.

13.1.2 Employees and their dependents shall also be afforded optical and dental coverages through the County's own provider contracts.

13.1.3. All of the coverages outlined above will be furnished to the employees and their dependents without premium co-pays and shall extend at least throughout the duration of this Agreement.

13.1.4 Employee as used herein means a member of the bargaining unit. Your eligible dependents, for comprehensive medical, hospital and prescription drug coverage under the New Jersey State Health Benefits Program are currently defined as your spouse and/or your unmarried children under age 23 who live with you in a regular parent-child relationship. This includes children who are away at school as well as divorced children living at home and dependent upon you for support. Eligible dependents for optical and dental coverage are defined by the County's provider contracts.

13.1.5 Health Benefits at Retirement. An employee who retires shall be eligible for County paid health benefits for himself/herself and eligible dependents 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 or upon reaching the age of 62 years or older and having had at least 15 years of service credit 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 year period of employer paid coverage.

13.1.6 Upon the completion of the three years paid Health Benefits coverage by the County, the "retiree" will then have the opportunity to purchase Health Benefits coverage from the New Jersey State Health Plan by means of a deduction from the retiree's state pension benefit.

13.1.7 LEAVES OF ABSENCE: When an employee is granted a leave of absence unrelated to any Family and Medical Leave Act, the coverage of that employee and his dependents will be terminated unless the employee reimburses the County in full for the premium due during the leave in advance of taking such leave. Employees can then re-enroll with the County group upon returning from the leave of absence. In no event can this period of reimbursed coverage exceed 6 months. Any employee who goes to an unpaid status, unrelated to Family Leave, for 15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

13.1.8 Effective August 1, 2003 eligible employees and their families will be offered temporary extension of health coverage called continuation coverage under the COBRA provisions of the New Jersey State Health Benefits Program.

#### 13.1.9 WORKER'S COMPENSATION

13.1.9.1 When an employee of this unit is injured on duty during working hours, he/she will be entitled to Worker's Compensation benefits as set forth in NJSA 34: 15.

13.1.9.2 Employees disabled or injured in the course of their employment shall receive the difference between their regular rate of pay and disability or worker's compensation

payments that they receive for a period not to exceed one (1) year.

## 14 GRIEVANCE PROCEDURE

14.1 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.

14.2 Nothing herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members of the Department.

14.3 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 an individual, or a group of individuals.

14.4 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 written consent:

14.4.1 STEP 1: The grievance shall be submitted to the Warden/Division Director within ten (10) calendar days of the occurrence of the grievance. The Warden/Division Director shall submit a written answer to the Association's representative of the grievant within seven (7) calendar days of the submission date.

14.4.2 STEP 2: If the grievance is not satisfactorily adjusted at Step 1, the representative may appeal to the Department Head within five (5) calendar days after receipt of the written answer in Step 1. The Department Head will review the grievance and answer and submit his/her position in writing within five (5) calendar days of submission to Step 2.

14.4.3 STEP 3: If the grievance is not satisfactorily adjusted at Step 2, the representative may appeal to the authorized representative of the County Executive within five (5) calendar days after receipt of the written answer in Step 2. The representative shall submit a written answer to the grievant within five (5) calendar days after submission to Step 3. Policy grievances affecting substantial numbers of employees covered by this agreement may proceed directly to the Third Step of the Grievance Procedure. In the event that the Division Director and Department Head positions are held by the same person the grievance shall go from Step 1 directly to Step 3.

14.4.4 STEP 4: If the grievance is not settled through Steps 1, 2, 3 and only if the grievance alleges a violation of the terms and conditions of the 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 the 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. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

14.4.5 THE ARBITRATOR: 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.

14.5 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 work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Atlantic County Department of Public Safety or require the recall of off-duty employees.

14.6 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 dispositions 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 be denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

In the event the aggrieved elects to pursue remedies available through Civil Service, 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 County Executive's designated representative on the grievance. In the event the grievant pursues his/her remedies through Civil Service, 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.

## 15 TRAINING AND SECURITY

15.1 The Employer shall provide an ongoing program of in-service training for all personnel. All employees who work in, or supervise, continuing contact with inmates shall receive training as mandated by the Department of Public Safety. Firearms training shall be provided for personnel required to use firearms.

15.2 Supervisory training will be given to all employees.

15.3 The training advisory committee as already established by the Department of Public Safety shall include at least one lieutenant or one captain, to discuss, review and establish training needs for all Lieutenants/Captains of the Department of Public Safety.

## 16 FRINGE BENEFITS

16.1 The employer shall make available to each employee a physical examination at least once annually upon request of the employee or the employer. The employee may be given a psychological examination at the discretion of the Warden/Division Director or Department Head and at County expense. 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 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 family (those who reside with the employee). Contagious diseases, for the purpose of this section include: AIDS, hepatitis, mononucleosis, strep infection, tuberculosis and herpes.

16.2 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 any employee in the course of his/her employment. This means an employee is not held harmless if his/her conduct is negligent, reckless, knowing or purposeful. The employer shall reimburse any employee for all necessary and reasonable expenses, including legal fees, incident to the defense of any such claim; however, the County shall provide a pool of attorneys from whom the individual employee may choose the specific attorney of his/her choice.

16.3 The County agrees to grant time off without the loss of regular straight time pay to the President and/or Vice President of the Association (or appointed alternate) for the purpose of attending scheduled meetings requested by his/her employer.

16.4

An employee has the right on his/her own time, to access the County'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 its being placed therein or from the date the employee has been informed of its placement 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. 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 disciplinary matters.

16.5 Any employee required to appear in Court on Departmental business during off duty hours shall be paid for that time at overtime rates as defined herein, measured from the time of leaving the Justice Facility to the Courthouse, until its conclusion and back.

16.6 Lieutenants who obtain the following degrees shall receive an education al bonus, not added to base, as follows: Associates Degree - \$250.00; Bachelors Degree -

\$500; Masters Degree -\$1,000.00. A degree must be in a discipline directly job related or job essential (e.g., Criminal Justice, Political Science, Law Enforcement, Forensic Science, Corrections, Administration, Business, Social Science, Psychology, etc.), be awarded by the end of the year prior to which the bonus is sought and a transcript evidencing receipt of such degree must be forwarded to the COB Personnel Office. The bonus is to be paid in a lump sum on or about March 1 of each year and is not to be included in base pay. When the County Executive (or his/her designee) makes a declaration that the County offices are closed due to a weather emergency, all employees shall receive an additional Administrative day to use within the following calendar year.

## 17 MANAGEMENT'S RIGHTS

17.1 It is the right of the Employer:

17.1.1 to determine the standards or the selection of employees according to Civil Service Rules and Regulations;

17.1.2 to direct employees;

17.1.3 to maintain the efficiency of County operations;

17.1.4 to take all necessary actions to carry out the Department's responsibilities in emergencies;

17.1.5 to exercise complete control and discretion over the organization and the technology of performing the work;

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

It is understood and agreed that the Employer, in his/her 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 of the County Department of Public Safety, except as limited by this agreement.

17.2 Matters of inherent managerial policy are reserved exclusively to the Employer. 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 organizational structure and selection and utilization of personnel.

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

## **18 LONGEVITY**

17.4 The following longevity provisions will apply to all Employees covered by this Agreement. Longevity is defined as length of service with the Department and shall be paid in the net sum of total pay as follows and for each year:

Starting the 1st day of the 6th year through and including the last day of the 10th year:  
\$1,000;

Starting the 1st day of the 11th year through and including the last day of the 15th year:  
\$1,350;

Starting the 1st day of the 16th year through and including the last day of the 20th year:  
\$2,000;

Starting the 1st day of the 21st year thereafter:  
\$2,800.

17.5 Longevity pay shall be paid by established pay schedule or by the first pay period following the anniversary date, whichever comes first and is to be paid in a separate check.

## **18 SAFETY, HEALTH AND ADMINISTRATION**

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

## **19 FULLY BARGAINED AGREEMENT**

19.1 Both parties agree that this Agreement represents all appropriate issues subject to bargaining. 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 issues subject to bargaining, with the exception of those issues which are subject to the reopening 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 both parties recognize, by mutual consent or must be made a part of the Agreement.

### **19.2 PRORATION AND RETRO ACTIVITY OF PAYMENTS**

19.2.1 Employer agrees to pay employees according to the rates represented herein and retroactive to January 1, 2003. Such will be paid to the employees within thirty (30) days from the signing of this agreement.

19.2.2 During the initial year of service in the bargaining unit employees having entitlements shall receive pro rata payments for allowances, stipends, reimbursements and longevity. Proration shall commence with the date of entrance into the unit and end on December 31st of that year.

19.2.3 Employees on unpaid leaves or suspensions shall have NO entitlements to allowances, stipends, reimbursements and longevity during the period of the unpaid leaves or suspension.

19.2.4 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 issued. The preceding sentence DOES NOT apply to retirees who retire during the life of this agreement.

### 19.3 SEPARABILITY AND SAVINGS

19.3.1 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 provisions 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.

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

19.3.3 The provisions of this agreement shall be subject to and subordinate to State and Federal Law, but nothing contained herein shall be deemed to subordinate this contract to County ordinances.

19.3.4 Except as otherwise provided in the 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.

19.3.5 Any changes or modifications in the 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.

19.3.6 Changes mandated by State or Federal Laws shall control the parties where appropriate.

## 20 DURATION

20.1 This Agreement shall be in full force and effective as of January 1, 2003, and shall remain in effect to and including December 31, 2006. 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 sixty (60) days prior to the expiration of the 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 below:



