



LABOR AGREEMENT

COUNTY OF ATLANTIC

AND

THE FRATERNAL ORDER OF POLICE

LODGE #112- CORRECTIONS SERGEANTS

January 1, 2021 – December 31, 2025

AFFILIATION NUMBER 16



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**ARTICLE 1 – GENERAL PROVISIONS**

**1.01 PURPOSE OF AGREEMENT**

This Agreement is entered into between the County of Atlantic (hereinafter referred to as the “Employer” and the Fraternal Order of Police Lodge #112, Corrections Sergeants of Atlantic County (hereinafter referred to as “FOP”). Whereas the parties hereto desire to establish the hours of labor, rates of pay and negotiable terms and conditions of employment under which the Employees herein defined shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for harmonious cooperation and mutual benefits. Now, therefore, in consideration of the performance in good faith by both parties of the terms and conditions of this Agreement and intending to be legally bound thereby, the parties agree to and with each other as follows:

**1.02 RECOGNITION AND DEFINITION OF TERMS**

A. The County of Atlantic, herein referred to as the Employer, hereby recognizes the Fraternal Order of Police, Lodge #112, as the sole and exclusive collective negotiating agent and representative for all Correction Officer Sergeants.

B. The title "Sergeant" and words such as "employee" and "he" shall be defined to include the plural as well as the singular and to include female as well as male gender.

C. The Employee Organization President and Vice President shall have access to the Gormley Justice Facility when off duty to conduct FOP 112 business. If the President or Vice President wishes to confer with any on duty FOP 112 members, permission must be received from the Warden or his designee. The permission shall not be unreasonably denied, but the Employer retains the right to manage and direct the working force in order to ensure the efficient operation of the Department of Public Safety. Agents of the union who are not employees of the employer or who are employees of the employer, shall be permitted to visit job sites and work locations outside secure perimeters for the purpose of discussing FOP matters, and may visit inside the perimeters with the warden's approval so long as such visitations do not interfere with the general operations of the employer. The employer shall furnish office space within the secure perimeter of the facility for the use of supervisors. The office shall be utilized for work stemming from duties assigned as a sergeant.

D. The FOP shall be permitted to utilize the bulletin board in the Center Controls sally port to post notices to its members. The bulletin board shall be placed in a

spot where all members may see it on a daily basis within the secure perimeter of the facility. All posted documents must contain the signature of an FOP officer, be dated and reviewed every two weeks.



### 1.03 DUES CHECK-OFF AND REPRESENTATION FEES

#### A. Dues Deduction

1. Employer agrees to deduct monthly membership dues from the regularly issued paychecks of the individual members of FOP 112 (including Lieutenants who hold membership in FOP 112, but are not covered under this agreement) providing 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 the remittance to the Treasurer of the FOP together with a list of the names of all Employee members for whom deductions were made. The certification, list and remittance shall be made not later than the 10th day of the month succeeding the deduction.

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 the FOP no less than thirty (30) days prior to the effective date of the requested termination.

3. As stated in paragraph 1 herein, Lieutenants shall have their monthly dues deducted by the Employer. In the event that a Sergeant is advanced to the rank of Lieutenant by way of either an acting, provisional or permanent promotion, the Employer will not discontinue the dues deductions unless they receive said request in writing as per paragraph A(2) directly above.

B. AGENCY SHOP. 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 FOP, 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 the Agency Shop provision.

## 1.04 EMPLOYEES' RIGHTS

Employee'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 employee 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 the rights and privileges guaranteed by the Constitutions and laws of the United States and of the State of New Jersey. Sergeants 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 Sergeants are conducted in a manner which is consistent with both of these principles, the following practices and procedures are hereby adopted whenever a Sergeant is the subject of investigation and/or interrogation by the Warden, 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 employee has the right not to incriminate himself by answering questions, oral or written, propounded to him in the course of the investigation, nor shall employees be compelled to give a statement, oral or written, relating to said investigation without first being read and having waived their Miranda rights if the allegation under investigation is criminal in nature.

2. At any point during an investigation an employee has the right to retain counsel of his choice, at his expense, and to have said counsel present to advise at all stages of the proceeding or interrogation of the employee.

3. At the request of the employee, an employee organization representative will be present at any interrogation of the employee. The 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 employee as to his rights under this article.

4. Any interrogation of an employee shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, with reasonable notice being 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 employee being interrogated, the employee shall be compensated for such off-duty time in accordance with the provisions of the contract.

5. The interrogation shall take place at a location designated by the warden or his designee, including the investigating officer. Unless the circumstances of the investigation dictate otherwise, the location shall usually be at one of the following: the Warden's office; the office of the investigating officer; at the facility at which the employee is employed; at a location mutually agreeable to the interrogating officer and the employee 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 employee under investigation shall be informed of the nature of the investigation before any interrogation begins. The employee 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 employee, 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 employee, the charges shall be in 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, telephone calls, and rests as are reasonably necessary. The employee under

interrogation 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 employee answer questions. However, nothing herein shall be construed to prevent the investigating officer from informing the employee of the possible consequences of the acts under investigation.

9. The Department shall not cause an employee to be subjected to visits by the press or other news media without the employee's express consent, nor shall the employee's home address, telephone number or photograph be given to the media without the employee's express 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 employee, if he requests, shall be provided with a copy of the recording at the employee's expense.

11. In the course of any investigation and/or interrogation, the employee 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 employee shall have the right to provide a statement for the record, which statement shall be made a 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 employee in any personnel, disciplinary, or any other administrative

action being taken with respect to the employee's employment, including promotion.

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

14. Nothing in the foregoing shall abridge the right of the Warden, commanding officer, or supervisor to counsel with, advise, or admonish an employee under his command/supervision in private, nor shall anything in the foregoing abridge the right of the Warden 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 employee by reason of his lawful exercise of the rights and privileges guaranteed by the Constitutions and laws of the United States and of the State of New Jersey and/or the rights guaranteed herein, or elsewhere in this contract.

C. Suspensions. No employee shall suffer a suspension from duty with or without pay unless the suspension shall meet the requirement of the guidelines set forth by the Departmental regulations, Title 40A, and the Civil Service Law and regulations, and any other applicable law.

D. Outside Employment. No employee 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 of interest would exist.

E. Liability Insurance. The employer will defend and indemnify each and every employee against civil suits arising from their employment to the extent permitted by law. Members of FOP 112 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 employee by any federal, state, or local law, regulation, arbitration or judicial decision. Reference is hereby made to Public Law 1996 Chapter 115.



### 1.05 MANAGEMENT'S RIGHTS

A. It is the right of the employer:

1. to determine the standards for the selection of employees according to Civil Service Rules and Regulations;
2. to direct the employees;
3. to maintain the efficiency of County operations;
4. to take all necessary actions to carry out the Department's responsibilities in emergencies;
5. to exercise complete control and discretion over the organization and the technology of performing the work;
6. To develop and assign all work schedules pursuant to the terms of this Agreement.

B. It is understood and agreed that the employer, in his sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the work 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. 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. 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.

C. No union activity shall take place during the tour of duty unless expressly authorized by the Warden.

## ARTICLE 2 – FINANCIAL PROVISIONS

### 2.01 WORK SCHEDULES

- A. All Sergeants shall work a 40 hour week, including a working lunch period. In addition, all Sergeants shall report 15 minutes before the start of their shift. In order to be paid for these 15 minutes, all Sergeants must report 15 minutes before the start of their shift. This 15 minutes shall be paid at 1.5 times regular pay, in either monetary compensation or compensatory time (comp time). The Sergeant shall choose his/her method of compensation in his/her report indicating monetary compensation or compensatory time. Changes to the method of compensation requested by a Sergeant shall only be made on the start of the next pay schedule.
- B. The regular starting time of work shifts for an individual Sergeant shall not be changed in any way without the Sergeant being notified in writing at least 30 days prior to the change. Further, no shifts are on a rotating basis and all shifts are permanently assigned.
- C. The lengthening or shortening of any shift resulting from changes between Eastern Standard Time and Daylight Savings Time shall result in payment for hours actually worked. The employee can put in for use of administrative or compensatory time to make up a forty (40) hour work week in cases where a shift to daylight savings time results in less than 40 hours of work.
- D. The regular work week shall consist of five (5) days on and two (2) days off in a calendar week. In the event of bid posts, an employee may be required to work more than five (5) consecutive days in successive work weeks. In the event that an

employee is required to work more than five (5) consecutive days in successive work weeks, the employee shall be permitted to take vacation, administrative time, or compensatory time, if no scheduling conflicts occur as a result of the use of such time.

E. Employees will be given thirty (30) days notice if the employer is changing the starting and ending times of the three regular shifts.

F. The starting and ending times of the three regular shifts will be as follows: shift one - 2330 to 0730; shift two - 0730 to 1530; and shift three - 1530 to 2330.

G. All administratively assigned sergeants on shift 2A shall have flex schedules subject to the approval of the Warden or his designee. Any requested schedule changes shall require forty-eight (48) hours notice. The Warden or his designee shall dictate the respective unit's flex schedule requirements.

**2.02 SALARIES**

A. Sergeants' salaries shall be:

Effective 1/1/22	\$102,894
Effective 1/1/23	\$107,524
Effective 1/1/24	\$112,094
Effective 1/1/25	\$116,577

B. For the purpose of salary increases, all sergeants shall have an anniversary date of January 1, and salary increases shall be retroactive to January 1, 2022.

C. In addition to salary, employees shall receive hazardous duty pay which shall be paid in a lump sum on or before November 15 of each year covered under this contract and is not to be included in base pay for any purpose. Hazardous duty pay shall be set as follows:

Effective 1/1/22	\$1,600
Effective 1/1/23	\$1,600
Effective 1/1/24	\$1,600
Effective 1/1/25	\$1,600

### 2.03 OVERTIME

A. Effective upon the signing of this contract, the following will be counted as hours worked for the purposes of computing overtime:

1. all hours actually worked,
2. holidays (New Year's Day, Thanksgiving and Christmas)
3. vacation days
4. administrative days
5. bereavement days

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

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

D. Employees working hours meeting the above criteria for payment of overtime may at their discretion be paid in the form of compensatory time off at the rate of one and one-half (1.5) hours off for every hour worked. Employees may accrue no more than 180 hours of compensatory time. Compensatory time off shall be taken in hourly increments. All compensatory time usage must be requested and approved a minimum of 48 hours in advance.

E. The Warden or the Warden's authorized designee will advise Sergeants each day as to who on each shift will be required to do mandatory overtime if it is needed and a volunteer cannot be found. A Sergeant 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, as long as the operations unit or shift commander is aware of this need prior to ninety (90) minutes before the end of the Sergeant's shift, otherwise the operations unit or shift commander will advise the Sergeant as soon as possible thereafter.

F. Any sergeant who works four (4) or more hours of overtime shall move to the bottom of the "stick list" regardless of when the overtime is worked. Any sergeant assigned to training will be exempt from the daily mandatory overtime list for that particular day. No sergeant shall be forced to work involuntary overtime on any day when they have the next two regular days off or any minimum of five consecutive day block off inclusive of days off. Except that these provisions shall not apply in an emergency which will not include staffing assignments.

G. If one or more sergeants are held for mandatory overtime, the sergeant in the least desirable position on the mandatory overtime list shall receive the least desirable overtime in terms of length (eight (8) hours as opposed to four (4) hours.) However, the least desirable position for mandatory overtime will receive the first post selection.

H. No Sergeant will be required to work mandatory overtime on the day that is his/her "Friday". Note: This use of the word "Friday" has a shop meaning in the Jail alternative to the literal meaning of Friday on a weekly calendar.

A Sergeant will not be required to work mandatory overtime on the day before the use of a block of five (5) consecutive days of vacation, administrative, and/or compensatory time. This five (5) day block of time shall not include regular days off.

I. Criteria for signing up for OT shall be as follows: Any Sergeant wanting available OT shall sign up with operations on the appropriate sign-up sheet. In the event that two Sergeants are signed up on a day, conflicts shall be resolved by the last day worked, regardless of seniority or when the Sergeant signed up. In the event that the last day worked is the same for both Sergeants, seniority will govern.



#### 2.04 CALL-IN TIME

A. Any Sergeant who is requested to and does return to work during periods not contiguous to his 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. This shall not apply to voluntary overtime.

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

C. A Sergeant who is called in to work during his assigned shift which had been approved as vacation time, administrative time, or compensatory time shall be paid at the overtime rate and will not lose vacation, administrative, or compensatory time for the time he was called in.

D. If an employee is given a work assignment that restricts freedom of movement between work and home (e.g., protective detail, extended surveillance, etc.) the employee shall claim all hours actually assigned to the detail as hours worked. If, however, the employee is given a pager, which allows a wide latitude of movement and activity, allowing the employee to use the "on call time" for his own personal purposes, the time is not to be considered time worked.

## 2.05 HOLIDAYS AND ADMINISTRATIVE TIME

- A. There shall be fourteen (14) paid holidays, of which eleven (11) shall be paid in a lump sum at the rate of time and one-half by the 15th of November of each year. The remaining three (3) holidays shall be celebrated on Thanksgiving Day, Christmas Day and New Year's Day.
- B. Employees who are required to work on one of these three 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.
- C. If any of these three (3) holidays fall within an employee's vacation period, it shall not be counted against vacation time.
- D. If the day after Thanksgiving becomes a day off with pay then the employees covered by this Agreement shall be granted an administrative day off with pay to be scheduled by May 31 of the following year, unless an extension is granted by the Department Head.
- E. All employees covered by the Agreement shall be entitled to three (3) administrative days off annually.
1. Administrative time may be used in increments of one (1) hour and normally should be scheduled in advance. Request for use of administrative time at the beginning of a work shift must be requested and approved in advance. A sergeant cannot call in for use of administrative time at the beginning of his shift except as follows: one time during a calendar year a Sergeant may call in at least ninety (90) minutes before his/her shift and request eight (8) hours of administrative time in an emergency situation.

Upon his/her return to work, the sergeant must submit a signed written report explaining the emergency and written documentation that verifies the emergency. A sergeant may use an administrative day on the same day and shift that another sergeant has a vacation day provided that only one sergeant during a twenty-four (24) hour scheduling period is permitted to do this and this practice shall not be allowed on the 14 recognized County Holidays and on New Year's Eve.

2. Employees shall make a reasonable effort to utilize administrative time during the year in which accrued. With approval from the Department Head, unused administrative time may be carried over into the next year. Unused administrative time will be forfeited at the end of the carry-over calendar year.

## 2.06 VACATIONS

### A. Vacation Time.

1. Employees are entitled to the following annual vacation with pay as accrued and based upon years of service:
  - a. up to 5 yrs. 15 days annually
  - b. after 5 yrs & up to 12 yrs. 18 days annually
  - c. after 12 yrs. & up to 20 yrs. 21 days annually
  - d. after 20 yrs. 25 days annually
2. Accrual. For employees who are in the year of service to increase their annual amount of vacation, specifically during the 5th to 6th yr., the 12th to 13th yr. and the 20th to 21st yr., the advanced allotment for the first 2 designated groups shall be:
  - a. For those hired between 1/1 and 4/30 - 3 days added to prior year's allotment. For those hired between 5/1 and 8/31 - 2 days added to prior year's allotment.
  - b. For those hired between 9/1 and 12/31 - 1 day added prior to year's allotment.
3. For employees going from their 20th to 21st year, the advanced allotment shall be:
  - a. for those hired between 1/1 and 3/31 - 4 days added to prior year's allotment.
  - b. For those hired between 4/1 and 6/30 - 3 days added to prior year's allotment.

- c. For those hired between 7/1 and 9/30 - 2 days added to prior year's allotment.
  - d. For those hired between 10/1 and 12/31 - 1 day added to prior year's allotment.
- B. Vacation pay shall be paid at the employee's regular straight time rate per their job classification.
- C. Vacations shall be scheduled and granted for periods of time requested by the employee in accordance with the following conditions:

- 1. Commencing October 1 of each year, every employee will submit, in seniority order, one request for a preferred vacation (vacation time only to be used). This request shall be a minimum five (5) working day block.

Once the first round of bidding is complete, the same seniority procedure will be utilized for a second round of bidding (including vacation, compensatory and administrative time) where time submitted is not restricted to a five-day block. If compensatory or administrative time is requested, it may be requested in hour increments pursuant to County policy. If vacation time is requested, it may only be requested in 4 or 8 hour increments pursuant to County policy.

No cancellations to requests made during the first round of bidding are allowed until the second round of bidding is complete.

This process shall be completed by October 31. The bids are applicable to the following calendar year, from January 1 to December 31.

The first round and second round of bidding described above represents the bidding process. The normal leave request process shall then be followed once the above referenced bidding processes have taken place.

No employee can request time that has not been accrued.

2. With regard to requests for a single day's vacation, at least 48 hours notice shall be provided, and seniority shall resolve all conflicts.

3. The employee organization understands that the management must maintain efficient operation of the facility in the granting of leave. The following will be the maximum number of Sergeants permitted off on vacation, compensatory or administrative time per day. No more than three (3) Sergeants per day, with no more than one (1) Sergeant per shift. This paragraph does not include Sergeants assigned to the Operations, Investigations or classifications units. Sergeants that take vacation, administrative or compensatory time in a specialty position (IU, HEDS, etc.) shall not be counted against the maximum three sergeants per day; one sergeant per shift off.

4. Employees may accumulate up to 10 days vacation leave per year for a carry-over to the following 2 subsequent years. As a result, an employee may hold up 1 year's vacation days in the "bank" in addition to the current year's allotment. Sergeants unable to utilize their vacation shall notify the Warden in writing, explaining the reasons he/she was unable to use the vacation time. The Warden may approve the Sergeant to carry over the entire 1 year allotment into the next year.

5. Sergeants removed from a specialty position and assigned to a shift shall keep their approved vacation. If this vacation coincides with another sergeant previously approved for vacation, then the Sergeant assigned to the shift will have precedent over the vacation in question, not the moving Sergeant, regardless of seniority.

6. Management will respond in writing to all requests for vacation leave within 10 calendar days from date of the employee's request.

D. If a holiday occurs during the week in which vacation is taken by an employee, the day shall not be charged to annual leave.

E. An employee separated from the service of the employer for any reason prior to taking his vacation shall be compensated in a lump sum for the unused vacation he has accrued up to the time of separation at his current rate of pay.

## 2.07 CLOTHING ALLOWANCE

Employees shall receive a clothing allowance to be utilized for the purchase and maintenance of uniforms. Fifty percent of said allowance shall be paid no later than April 15th and the second fifty percent no later than November 15th of each year covered under this contract. The amount of the allowance shall be as follows:

Effective 1/1/22	\$1,450
Effective 1/1/23	\$1,450
Effective 1/1/24	\$1,450
Effective 1/1/25	\$1,450.



## **2.08 LONGEVITY**

The following longevity provisions will apply to all employees covered by this Agreement.

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

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

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

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

## **2.09 FRINGE BENEFITS AND MISCELLANEOUS PAYMENTS**

A. Employer shall make available to each employee a physical examination at least once annually upon the request of the employee or employer. The employee may be given a psychological examination in the discretion of the 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 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 (i.e., those who reside with the employee). Contagious diseases, for the purposes of this section include: AIDS, hepatitis, mononucleosis, strep infection, tuberculosis and herpes.

B. The employer shall hold each employee harmless from any loss, claim or liability to pay third person or persons arising out of any non-neglect action or failure to act by any employee in the course of his employment. This means an employee is not held harmless if his 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 which the employee may choose.

C. Employer agrees to grant time off without loss of regular straight time pay to either the State Trustee of the President of the Association (or appointed alternate) for the purpose of attending regularly scheduled or emergency meetings

of the State Association provided at least 48 hours notice is given to Employer. The Association shall designate the State Trustee at the beginning of each year. If the President of the Association desires to attend the same meeting as the State Trustee, the President is required to "swap" time with another Sergeant. This arrangement shall also apply to attendance by the local representative at the Association's state and national annual conventions. Employer will permit one Association representative time off with pay to attend monthly meetings up to a maximum of two and one half hours.

D. An employee has the right of access to 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 6 months 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 the 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.

E. Any employee required to appear, by the County, in court on departmental business during off-duty hours shall be paid for that time measured from the time of leaving the Gormley Justice Facility to the courthouse and back.

F. Any Sergeant who attains the following degrees from an accredited college shall receive an educational bonus, not added to base, as follows:

Associate's Degree - \$250. - Bachelor's Degree - \$500.

In order to receive such bonus for a degree obtained after January 1, 1991, the degree must be directly job related or job essential. Proof of receipt of such degree must be submitted at least 2 pay periods prior to payment date, such date being the first pay day in December.

G. When the County Executive (or his designee), or the Governor, makes a declaration that all the County offices are closed to nonessential personnel and the public due to a weather emergency, all employees who work 4 or more hours when such an emergency declaration exists shall receive a \$125.00 bonus. In any case where an employee reports late because of the weather emergency, such employee may be required to work a full eight hour shift starting with their time of arrival and such late arrival may not, depending on the circumstances, be counted against the perfect attendance bonus or subject to discipline.

H. Exchange of hours of duty between employees may be requested. Such requests will be given due consideration and not be unreasonably denied provided such requests have been submitted in writing and approved 48 hours in advance of the "swap".

I. In the event of an employee's death, his estate or legal representative shall be paid at the employee's current rate of pay for all holidays, vacation days or other compensatory time, as provided in this Agreement, earned as of the date of death.

J. In the event of an employee's termination, all holidays, vacation days or other compensatory time, as provided in this Agreement, shall be paid at the employee's current rate of pay.

K. When employees (up to 3) are scheduled by the parties during working hours to participate in negotiations or grievance proceedings, such employees shall suffer no loss in pay or benefits. The preceding, however, is subject to staffing requirements.

L. Employees shall be entitled to Association representation when they are summoned to meet with management regarding such employee's discipline.

## **2.10 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. 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.
2. Employees and their dependents shall also be afforded optical and dental coverage through the County's own provider contracts.
3. Employees shall make health benefit contributions for medical and prescription consistent with the schedule attached hereto as Appendix A. Employees shall not make plan contributions in addition to the contributions noted above unless required to do so pursuant to the provisions in paragraph 4 below.
4. Beginning plan year 2023 (open enrollment 2022), NJ Direct 2030 shall be the base plan for all employees, current and future. Any employee electing a plan with a higher premium than NJ Direct 2030 shall be responsible for paying the difference between the County's cost for the employee to be enrolled in the higher premium plan and the County's cost if the employee were enrolled in NJ Direct 2030. That is in addition to the employees Appendix A cost share for the plan they are enrolled in.

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 HumanResources.

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.

7. 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 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 years or older and having had 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 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 . Employee 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.

8. 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.



9. Disability Pool. The County shall maintain the current disability program with the following changes: 1. All claims shall be submitted to an independent M.D. mutually agreed upon for evaluation and approval. 2. Employees are eligible to use the program while maintaining up to one year's sick and vacation time.

10. 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).

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

B. Workers' Compensation.

1. If an employee of this unit is injured on duty during working hours, he/she will be entitled to Workers' Compensation benefits as set forth in N.J.S.A. 34:15 et seq.

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.

## 2.11 SICK LEAVE

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

A. All employees covered under this Agreement will have fifteen (15) days sick leave each calendar year, accrued on the basis of one and one-quarter (1 1/4) working days per month. If the employee required none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year and he shall be entitled to such accumulated sick leave with pay, if and when needed.

B. Sick leave is advanced on January 1 of each year as an employee convenience. The advancement of sick leave each year is based on the fact that it is anticipated that the employee will have continuous employment throughout the calendar year. Therefore, any advance leave days used but not earned will have to be recouped in the same calendar year, if possible, or the following calendar year. Paystubs reflect advanced time; not earned time.

C. 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 position, exposure to contagious disease and a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of the employee.

D. If an employee is absent for five (5) consecutive working days in a twelve (12) month period, the County may require evidence of a doctor's certificate stating the length of time the employee will be absent.

1. Employees may provide a doctor's certificate for any illness whether it is required or not. Such doctor's certificates shall be transmitted to the Employer's personnel office and made a part of the permanent personnel file and will be considered prior to disciplinary action relating to sick time. Use of sick leave in connection with bereavement leave or for medically verified illness will not be considered abuse.

2. Six months after an individual is placed on a "doctor's note" list, the employee's attendance will be reviewed. If the employee shows improvement (i.e. no pattern of calling out), the employee can request to be removed from the list. All employees under this agreement shall be removed from the mandatory "doctor's note" list on January 1<sup>st</sup> of every year, for the life of this agreement.

E. 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 operations unit during the hours of 0500 hours to 1900 hours. During any other time the employee must contact the on-duty shift commander by telephone or personal message at least ninety (90) minutes before the start of his regularly scheduled shift.

F. All employees shall be eligible for participation in the County Disability Pool program. All requests shall be given due consideration and not be unreasonably denied.

G. Any employee who "retires" from County service pursuant to the definition of "Retirement" in the "Insurance and Workers' Compensation" article at 2.10, paragraph A(7), pages 34-35 herein, shall be paid one-hundred-percent (100%) of accrued sick leave, up to a maximum of \$15,000.00 gross wages.

H. Sick Leave Bonus. Employee shall receive an attendance recognition bonus each year, if eligible, based on the following uses of sick leave from January through December in the prior calendar year.

Zero (0) days used	\$1,200
One (1) day used	\$ 500
Two (2) days used	\$ 400
Three (3) days used	\$ 300

In order to be eligible, an employee must have been employed and have actively worked for a minimum of 1,250 hours in the preceding calendar year and the officer must not have had any "W" time or suspensions except that this shall not affect any employee on military leave or on approved FMLA/FLA leave.

Such payment shall be made to the employee no later than January 30<sup>th</sup> of the year immediately following the year in which the bonus was earned.

Vacation leave, administrative leave, bereavement leave, compensatory time and jury duty leave shall be excluded from inclusion in the determination of the days of leave utilized.

I. If a Sergeant has medical documentation of a family member or themselves being sick, they can use vacation, administrative or compensatory time in lieu of sick time, up to a maximum usage of sixty-four (64) total "in lieu of hours" per person per calendar year.



## 2.12 LEAVES OF ABSENCE

A. 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 return from leave of absence without pay, to all service credits earned up to the date the leave commenced.

B. Leaves of absence may be granted as provided by Civil Service and as otherwise noted herein.

C. A permanent employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his duties, or for any reason considered valid by the Department Head, desires to secure leave from regular duties, may, 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 (6) months with the approval of the Department Head. Any employee seeking such special leave without pay shall submit his request, in writing to his supervisor, stating the reasons why the request should be granted, the date when he desires the leave to begin and the probable return date to duty.

D. Military Leave

1. Military Leave with pay is afforded to permanent employees only.
2. Up to ninety (90) days leave with pay may be granted in any one calendar year for mandatory "Active Duty," or "Active Duty for Training" in the National Guard pursuant to N.J.A.C. 5A:2-2.3(b). In order to receive

such leave, the employee must take any action required to insure that the employer received orders, NJDMAVA Form 33 or other such documents as may contain statements identifying the military duty as mandatory and in conformance with N.J.A.C. 5A:2-2.3(b).

3. Leave with pay shall also be granted to members of the organized reserves of the Army, Navy, Air Force, Marine Corps and other affiliated organizations for those days on which the employee is required to participate in unit training field operations pursuant to N.J.A.C. 5A:2-2.3(c). The employee must take any action required to insure that the employer receives appropriate official documentation verifying such participation in unit training field operations.

4. Pursuant to N.J.A.C. 4A:6-1.11 (b) and (c), the employer may reschedule an employee's work time to avoid conflict with military duty.

5. Military Leave without pay is afforded to permanent employees who enter the military service in time of war or emergency, or for any period of training, or pursuant to any selective service system for the period of such service.

E. Family and Medical Leave.

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](http://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.

## 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.

### 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.

#### 4. Leave Entitlement.

a. 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:

(i) birth, adoption or placement for foster care of a child;

(ii) to care for a family member (spouse, parent or child) with a serious health condition or chronic serious health condition;;

(iii) the employee's own serious health condition or chronic serious health condition; or

b. FLA 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:

(i) birth, adoption or placement for foster care of a child;

(ii) 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.

c. Intermittent and Reduced Leave.

- (i) Intermittent and reduced leave are available under both the FMLA and FLA.
- (ii) 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.
- (iii) Employees must make a reasonable effort to schedule reduced or intermittent leave so as not to disrupt the operations of the county.
- (iv) 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.

d. 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.

e. Health Benefits. An employee who is absent under FMLA/FLA leave will have his/her health benefits maintained.

f. 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.

g. 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.

h. 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.

5. 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.

6. 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 may delay the granting of FMLA/FLA leave until 30 days, after notice is given.

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.
7. Certification. The County requires the need for leave for the serious<sup>or</sup> 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 certification. Failure to provide the certification in a timely manner 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, to the extent permitted by the Federal Family Medical Leave Act, 29 CFR §825.308. 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.

8. 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.

9. 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.

10. 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.

11. 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. 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.

13. 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.

14. 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.

15. 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.

F. Absence Without Leave.

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

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 shall be cause for disciplinary action.

G. Bereavement Leave

1. A leave of absence with pay, up to three (3) days, for each member of the family, as that term is defined by N.J.A.C. 4A:1-1.3, and as may be revised from time to time. Currently, immediate family means: an employee's spouse, domestic partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

Employees shall also be permitted one day of bereavement leave for the death of an aunt or uncle.

2. Additional days may be requested by the employee. Such request shall receive due consideration and not be unreasonably denied. Such two days are not part of bereavement leave, but must be charged to either vacation, administrative time or compensatory time.

H. Jury Duty. In the event a sergeant has jury duty and their jury duty time plus their work hours equals sixteen (16) hours in a 24 hour period, the sergeant shall not be subject to mandatory overtime during that time period. On days of actual jury service, requests for 2 hour early departure shall be approved for sergeants working shift 1.

### **2.13 PRORATION AND RETRO-ACTIVITY OF PAYMENTS**

A. 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.

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

C. 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 under Article 2.10 section A(6), pages 39-40.

## ARTICLE 3 - PRACTICE AND PROCEDURES

### 3.01 GRIEVANCE PROCEDURE

A. 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.

B. 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.

C. 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, or a group of individuals.

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

1. Step 1: the grievance shall be submitted in writing to the Deputy Warden within ten (10) calendar days of the occurrence of the grievance. The Deputy Warden shall submit a written answer to the local representative of the grievant within ten (10) calendar days of the submission date.

2. Step 2: If the grievance is not satisfactorily adjusted at Step One (1), the Local may appeal to the Warden within five (5) calendar days after

the receipt of the written answer in Step One (1). The Warden will review the grievance and submit his position in writing within five (5) calendar days of submission to Step 2.

3. Step 3: If the grievance is not settled through Steps One and Two, and only if the grievance alleges a violation of the 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 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 same.

a. 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. The arbitrator shall not have the authority to add to, modify, retract 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.

E. The designated Association representatives 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.

F. The time limits expressed herein shall be strictly adhered to. If the grievance has not been initiated within the time limits 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 contract the time limits provided for processing the grievance at any step in the procedure.

G. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the 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 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.

### 3.02 SENIORITY

- A. Seniority is defined as an Employee's total length of service within the bargaining unit beginning with the date of permanent appointment to Sergeant.
- B. An Employee having broken service with the Employer (as distinguished from a leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.
- C.1. Where two or more Sergeants are permanently promoted on the same date, seniority will be determined by the date of hire in the Department of Public Safety, Division of Adult Detention.
2. Where two or more Sergeants have both the same date of promotion and the same date of hire as described in paragraph C.1 directly 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, then seniority shall be determined by the first letter of their first names. If that letter is the same, then determination shall be by lot.
- D. The Employer shall maintain an accurate, up-to-date seniority roster, showing each Sergeants date of hire with the Department of Public Safety, Division of Adult Detention and civil service classification, and shall furnish copies of the roster to the President of the FOP semi-annually.
- E. In all cases of demotions, layoffs, recall, vacation schedules, days off, choice of shifts in continuous operations, and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority as defined in paragraphs A, B, C.1., C.2, and D above, will be

given preference for his/her choice of shift and days off, provided the an employee has the ability to perform the work involved.

Regarding the bidding process, the employee should be awarded his/her bid however, if after 30 days in that job assignment the employer should perceive that an employee does not display the ability to perform the work and documents that training would not correct the inability, the employer will then be able to transfer that employee to another assignment. The employee must be notified 30 days in advance of said transfer.

If the employee is removed from his/her bidded post the employer must submit to the employee and the FOP President written notice affirming in detail the circumstances and justification regarding the inability to actually perform the work in that assignment. The employer also agrees to sit down with the employee and initiate an improvement plan outlining his/her inabilities, a plan of corrective action and a time limit in which the plan is to be completed by (maximum 6 months). Then a review will occur so as to evaluate whether the employee has improved enough to return to his/her bidded position. However, if the employee has no desire to return to the bidded post, then the improvement plan would not be initiated.

F. The standard for assignments is as follows: The County shall provide and post a roster of all Sergeants' posts inside the main jail, the annex, and any other facility that houses inmates. The roster shall include shifts and days off. Three month rotations shall be made by the operational staff and posted in the center control sally port seven (7) days prior to the shifts and



assigned post assignments. Each shift and days off election shall be conducted every two (2) years, with a three (3) month rotation of posts.

The assigned post assignments will be completed in conjunction with the FOP President and the Operations Commander with the Warden having final approval.

Each sergeant will be notified to report to Operations to make their selection through seniority order until all posts are covered. If for any reason any sergeant is out on extended leave such as vacation, SAI, etc., the bidding process stops until the sergeant can notify the Operations unit, either verbally or in writing, what their choice of shift, days off and post assignment shall be. Once all sergeants have made their selection, Operations shall notify each sergeant of the start date of the new schedule. The start date as agreed upon by the Warden and the FOP President shall be made as soon as possible but not more than thirty (30) days after completion of the selection process. All assignments not inside the facility or any area that does not house inmates, i.e., HEDS, compliance, operations, administrative sergeant, classification unit or any other assignment or any new assignment made during this contract are not based on seniority but are chosen specifically by the Warden or unit head.

G. The bidding process shall take place every two (2) years or when there are three (3) or more promotions or demotions as outlined in Section F above, and only when initiated by the FOP President, at the request of the union members through a vote.

H. Once the bidding process is completed, all previously approved vacation, administrative or compensatory time conflicts shall be resolved by the following actions: the Sergeant moving from one shift to another, or from a specialty post, will lose his bidded days, unless there is no conflict with another Sergeant on that shift.

### 3.03 TRAINING AND SECURITY

A. The employer shall provide an ongoing program of 40 hours per year of in-service training. All employees who work in direct and continuing contact with inmates shall receive training as mandated by the Department of Public Safety to include chemical agents and methods of applying force. In addition to the above, firearms training shall be provided for personnel required to use firearms.

1. Training will be accomplished during a minimum of 8 hours of classroom training scheduled during a minimum of 4 hour blocks and 32 hours of Electronic Training. Training shall not be done on regular scheduled days off for Sergeants. All Sergeants shall be afforded the opportunity to complete training prior to, or after their shift. Sergeant can also be pulled from shift to complete training on their normal work day.

B. A health and safety inspection of the justice facility shall be completed monthly by the Division Director of Adult Detention or the Warden's Designee. His written report shall be filed with the Department Head and available to the FOP upon request.

### **3.04 SAFETY, HEALTH AND ADMINISTRATION**

A. The employer shall provide employees with any wearing apparel, tools or devices reasonable necessary in order to insure their safety, health and security.

Any equipment that is mandatory by the department or equipment that is needed to properly perform the functions or duties, as well as if assigned to any specialized areas, teams or functions within the department shall be furnished by the County.

### **3.05 FULLY BARGAINED AGREEMENT**

A. Both parties acknowledge this Agreement represents all appropriate bargainable 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 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, should or must be made a part of this Agreement.

### **3.06 SEVERABILITY AND SAVINGS**

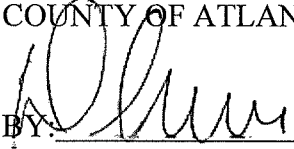
- A. If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members, is held to be invalid by operation of law by the decision of any court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative. However, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.
- B. Nothing contained herein shall be construed as denying or restricting any employee's rights available under any other applicable laws and regulations.
- C. 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.

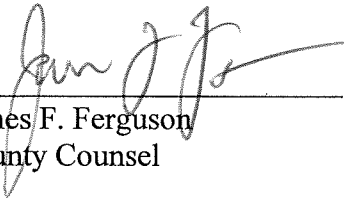
### 3.07 DURATION

This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect to and including December 31, 2025. 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 60 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.

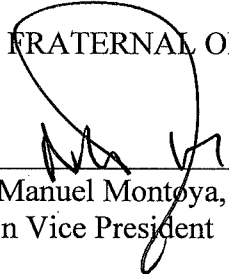
IN WITNESS WHEREOF, the parties hereunto set their hands and seals below:

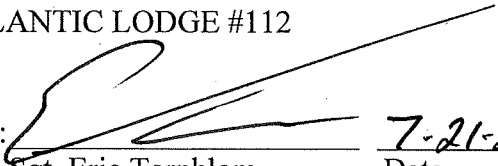
COUNTY OF ATLANTIC

By:  7/27/22  
Dennis Levinson Date  
County Executive

By:  7/27/22  
James F. Ferguson Date  
County Counsel

THE FRATERNAL ORDER OF POLICE, ATLANTIC LODGE #112

By:  7-27-22  
Sgt. Manuel Montoya, Jr. Date  
Union Vice President

By:  7-21-22  
Sgt. Eric Tornblom Date  
Labor Committee Chair



## APPENDIX A PERCENTAGE OF PREMIUM CONTRIBUTION

### HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE

Salary Range	Percentage of Premium
Less than 20,000	4.50%
20,000 - 24,999.99	5.50%
25,000 - 29,999.99	7.50%
30,000 - 34,999.99	10.00%
35,000 - 39,999.99	11.00%
40,000 - 44,999.99	12.00%
45,000 - 49,999.99	14.00%
50,000 - 54,999.99	20.00%
55,000 - 59,999.99	23.00%
60,000 - 64,999.99	27.00%
65,000 - 69,999.99	29.00%
70,000 - 74,999.99	32.00%
75,000 - 79,999.99	33.00%
80,000 - 94,999.99	34.00%
95,000 and over	35%

### HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE

Salary Range	Percentage of Premium
Less than 25,000	3.00%
25,000 - 29,999.99	4.00%
30,000 - 34,999.99	5.00%
35,000 - 39,999.99	6.00%
40,000 - 44,999.99	7.00%
45,000 - 49,999.99	9.00%
50,000 - 54,999.99	12.00%
55,000 - 59,999.99	14.00%
60,000 - 64,999.99	17.00%
65,000 - 69,999.99	19.00%
70,000 - 74,999.99	22.00%
75,000 - 79,999.99	23.00%
80,000 - 84,999.99	24.00%
85,000 - 89,999.99	26.00%
90,000 - 94,999.99	28.00%
95,000 - 99,999.99	29.00%
100,000 - 109,999.99	32.00%
110,000 and over	35.00%

**HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER;  
PARENT/CHILD COVERAGE**

<b>Salary Range</b>	<b>Percentage of Premium</b>
Less than 25,000	3.50%
25,000 - 29,999.99	4.50%
30,000 - 34,999.99	6.00%
35,000 - 39,999.99	7.00%
40,000 - 44,999.99	8.00%
45,000 - 49,999.99	10.00%
50,000 - 54,999.99	15.00%
55,000 - 59,999.99	17.00%
60,000 - 64,999.99	21.00%
65,000 - 69,999.99	23.00%
70,000 - 74,999.99	26.00%
75,000 - 79,999.99	27.00%
80,000 - 84,999.99	28.00%
85,000 - 99,999.99	30.00%
100,000 and over	35.00%