

2609

AGREEMENT

between

COUNTY OF ATLANTIC

and

THE FRATERNAL ORDER OF POLICE
ATLANTIC LODGE #34

JANUARY 1, 1993 THROUGH DECEMBER 31, 1995

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PREAMBLE

THIS AGREEMENT, made this day of 1993, by and between the COUNTY OF ATLANTIC, (hereinafter referred to as the "Employer") and the FRATERNAL ORDER OF POLICE, ATLANTIC LODGE #34 (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.

ARTICLE I
RECOGNITION

A. The County of Atlantic, herein referred to as the "County", hereby recognizes the Fraternal Order of Police, Atlantic Lodge #34 as the sole and exclusive collective negotiating agent and representative for all Correction Officers and Sheriff's Officers/Penal, but excluding the Department Head, Division Director, Deputy Warden, Captains, Lieutenants, and Correction Officer Sergeants.

B. The title "officer" and "employee" 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 or Vice President shall have access to the Gormley Justice Facility when off duty to conduct FOP 34 business. If the President or Vice President wish to confer with any on-duty FOP 34 members, permission must be received from the Warden or his designee. This permission will 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.

D. There should be a designated FOP 34 bulletin board on which the Employee Organization may post FOP 34 information. All posted documents must contain the signature of an FOP 34 officer.

E. The County shall provide an office within the Gormley Justice Facility ("Facility") which shall be for the exclusive

use of the FOP to conduct FOP business. There shall also be a designated FOP mailbox within the administrative area of the Facility.

F. There shall be a designated locker room area within the Facility for the purpose of permitting all officers to be able to change and/or store clothing. Each officer shall have a permanently assigned locker for the storage of his/her uniforms and other personal items. It is understood that there are currently 104 lockers, which is less than the number of officers in the unit. Therefore, lockers shall be assigned on the basis of seniority, recognizing that the least senior officers may have to share lockers. The FOP will assume responsibility for the administration of this paragraph. The County will have the right to inspect all lockers periodically, accompanied by a representative of the FOP.

ARTICLE II

DUES CHECK-OFF AND AGENCY SHOP

A. Dues Deduction.

1. The Employer agrees to deduct monthly membership dues from the regularly issued paychecks of the individual members of FOP Lodge #34, 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 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 no 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.

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% percent of the regular membership dues, fees and assessments. The FOP, in exchange for the implementation of said Agency Shop, hereby agrees to hold the Employer harmless against any and all claims or suits, or any other liability occurring as a result of the implementation of this Agency Shop provision.

ARTICLE III

SENIORITY

A. Seniority is defined as an employee's total length of service within the bargaining unit.

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 employees are hired on the same date, prior to the effective date of this Agreement, seniority shall be determined according to the position in the alphabet of the first letter of the last names of the employees. Where the employees in question have the same first letter of their last names, seniority shall be determined by the position in alphabetic sequence of the first letter of their first names. Where employees hired on the same date with the same first initial at the beginning of their first and last names, seniority shall be determined by lot.

2. Where a question arises with respect to seniority of employees hired on the same date, but subsequent to the effective date of this Agreement, preference shall be given in accordance with Civil Service rules and Regulations.

D. The Employer shall maintain an accurate, up-to-date seniority roster, showing each employee's date of hire and classification, and shall furnish copies of the roster to the president of the FOP, semi-annually.

E. Assignment to officer posts shall be made in accordance with the following system:

1. Except as noted below, all posts will be open for bidding once every two years commencing with January 1993. Officers shall be permitted to submit a first and second preference.

2. The Employer shall post a notice announcing the bidding process no later than January 30th of the bi-annual year in which bidding is to take place. Within thirty (30) days after the bids are submitted, assignments will be made and posted by the Warden or his/her designee. Actual assignments based on the bidding shall be completed not later than April 30th of that year. The specific starting dates for each assignment may be phased in during the period after February 1 through April 30 at the discretion of the Warden.

3. All vacancies which occur during the two-year period between bids shall be posted for a period of at least fifteen (15) days prior to the assignment of the job, except in the case of an emergency. The vacancy will be filled only until the next scheduled bid.

4. It is understood that all officer posts will have a specific shift assignment and days off assigned to them.

5. In making all assignments pursuant to this system (except Internal Affairs), the Warden will give consideration to seniority among the criteria, but the final decision is with the Warden.

6. Any senior officer denied a position shall be entitled to a statement of reasons as to why a more junior officer was selected. If the officer so desires, the statement of reasons will be provided at a meeting with the Warden or his/her designee. The officer shall be entitled to have a Union representative present at such meeting.

7. Notice of all vacancies, including the bi-annual bidding, will be posted at least on the Central Control Bulletin Board a minimum of fifteen (15) days prior to the date bids are to be submitted. A copy of all notices shall be provided to the Union.

8. All Internal Affairs' assignments are completely exempt from this system, and assignments there to shall be at the sole discretion of the Warden.

ARTICLE IV
WORK SCHEDULES

A. All employees of the Department of Public Safety covered under this Agreement shall work a forty (40) hour week, including a working lunch period. In addition, the employees shall report for roll call fifteen (15) minutes before the start of their shift.

B. The regular starting time of work shifts shall not be changed without reasonable notice to the affected employees.

C. The lengthening or shortening of any shift resulting from changes between Eastern Standard Time and Daylight Savings time shall result in payment for eight (8) hours, regardless of whether the shift is seven (7) or nine (9) hours in length.

D. The normal work schedule shall consist of five (5) consecutive days of work and two (2) consecutive days off, except in emergency situations.

E. Employees will be given thirty (30) days notice if the Employer is changing the start and end times of the three (3) regular shifts (shifts #1, #2 and #3).

ARTICLE V

OVERTIME

A. There shall be overtime payment for all time worked over forty (40) hours per week. The following will be counted as hours worked for the purpose of computing overtime:

1. All hours actually worked.
2. New Year's Day, Thanksgiving, and Christmas Day.
3. Bereavement leave.
4. personal days, if scheduled and approved in advance of the scheduled overtime.

B. Overtime shall be paid in cash, and shall be paid at time

and one-half (1 1/2) of the regular hourly rate of pay for such employee. 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. It is agreed that overtime will be distributed fairly among members of the list qualified to do the assignment. The method of approach shall be to utilize a seniority list broken down by shift within each division or work unit. If an employee refuses overtime, he/she shall be skipped until his/her name next appears in the rotation. 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.

E. No employees will normally be compelled to work longer than twelve (12) consecutive hours in any 24-hour period unless the County is unable to man the assignment, or in the event of an emergency.

ARTICLE VI

CALL-IN TIME

A. 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.

B. 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 at time and one-half (1 1/2) pay.

C. An employee is called in to work during his/her assigned shift which had been approved as vacation time shall be paid at the overtime rate and will not lose vacation credit for the time he/she was called in.

ARTICLE VIII

HOLIDAYS AND PERSONAL TIME

A. There shall be thirteen (13) paid holidays, 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 Year's Day.

B. Employees who are required to work on one of these three (3) holidays shall receive, in addition to their holiday pay, time and one-half (1 1/2) of the regular straight time hourly rate of pay for all hours actually worked on the holiday.

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

D. If the County Executive declares the day after Thanksgiving a day off with pay for all other County employees, then and in that event only, the employees covered by this Agreement shall have an additional personal day added to the next calendar year.

E. All employees covered by the Agreement shall be entitled to three (3) personal days off annually.

F. Part-time employees will receive a pro-rata share of personal time based on the work week of the comparable full-time position.

G. Under normal circumstances, personal leave should be scheduled in advanced. An employee cannot call in for the use of personal time at the beginning of his/her shift. Personal time may be used in increments of one hour, but an employee cannot call in to use personal leave at the beginning of his/her scheduled shift unless he/she has received approval at least twenty-four (24) hours in advance of his/her shift. However, an employee may take one (1) personal leave day per year upon as little as twelve (12) hours notice to the Employer.

H. Employees shall make reasonable efforts to utilize personal time during the year in which it is earned. Consistent with staffing needs, requests will not be unreasonably denied. If, at the time of the calendar year all personal time has not been utilized, then the employee shall be permitted to carry over up to one year's accumulation. If, at the end of the second year it is still not used, it will be paid for at the then existing hourly rate. Such payment shall be made no later than January 30 of the following year. Management will provide employees with notice of their accumulated personal time by January 1 and December 1 of each year.

I. Employees newly hired between January 1 and June 30 shall receive the full holiday and personal leave time complement. Employees newly hired after June 30 shall receive payment for five (5) holidays and credit for two (2) personal days that year.

ARTICLE VIII

CLOTHING ALLOWANCE

A. Employees shall receive a clothing allowance of \$1,000 in 1993, \$1,100 in 1994, and \$1,150 in 1995, to be utilized for the purchase and maintenance of uniforms. Fifty (50%) percent of the said allowance is to be paid no later than April 15th, and the second fifty (50%) percent no later than November 15th of each year.

B. Newly hired employees shall be given three (3) uniforms and shall not be entitled to any payment during their first year of employment.

ARTICLE IX

SALARY

A. The following salary increases apply to all employees who have not reached the 8th step of the Salary Guide as set forth in the 1990-92 contract during 1992, or had not been on either the A or B maximum steps as set forth in the Salary Guide for that contract: effective January 1, 1993, and retroactive to that date, a two (2%) percent raise; effective July 1, 1993, and retroactive to that date, if applicable, a three (3%) percent raise; effective July 1, 1994, a five (5%) raise; effective July 1, 1995, a six (6%) raise. These percentages are exclusive of increments.

B. Employees who have not reached the maximum step on the Salary Guide shall continue to move on the Salary Guide (attached as Appendix A) as they have in the past. On the effective date of the raises set forth in paragraph A above, they shall move to the same step on the new salary column for that year. Additionally, each employee shall move one step on that column on their review date (January 1, April 1, July 1, and October 1).

C. Those employees who have reached the 8th step of the Salary Guide as set forth in the 1990-92 contract during 1992, or employees who had reached either the A or B maximum steps on that 1990-92 Salary Guide shall receive the full percentage raises of five (5%) percent for 1993, five (5%) percent for 1994, and six (6%) percent for 1995, effective on January 1st of each year, in lieu of incremental movement. The January 1993 raise shall be

retroactive to that date. Employees who reach the maximum step of the new Salary Guide during either 1993 or 1994 shall receive the full raise for the year following that in which they reached the maximum, effective on January 1, of that year, as set forth in the Salary Guide attached as Appendix A.

D. The Salary Guide for 1993, 1994 and 1995 is attached to this contract as Appendix A and is a part of this contract.

E. Employees who have reached the maximum step of the Salary Guide shall have an anniversary date of 1/1 of the year in which they were hired for every year following the year in which they reach maximum. Employees who have not reached the maximum step of guide shall have the following anniversary date:

<u>Hire Date</u>	<u>Anniversary Date</u>
1/1 - 2/15	1/1
2/16 - 5/15	4/1
5/16 - 8/15	7/1
8/16 - 11/15	10/1
11/16 - 12/31	1/1

This paragraph only applies to salary. With regard to all other issues, the anniversary date shall prevail.

F. The Employee Organization agrees that all step increase costs carried into subsequent negotiations will be included as cost in full subsequent arbitration proceedings, as required.

G. In addition to salary, employees shall receive \$1,000 as hazardous duty pay for 1993, \$1,150 for 1994, and \$1,250 for 1995. This shall be paid in a lump sum on or about November 15 of each year and is not to be included in base pay for any purpose.

ARTICLE X
SICK LEAVE

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

1 One (1) working day sick leave with pay shall accrue for each month of service from the date of appointment 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 permanent employee required 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.

B. 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 critically ill and requiring the presence of the employee.

C. If an employee is absent for five (5) consecutive working days for any of the reasons set forth in the above, the Employer shall require acceptable evidence. The nature of the

illness and the length of time the employee will be absent shall be stated on the doctor's certification provided to the County. If a pattern of, or abuse of, sick days evolves for any particular employee, the Employer may likewise require acceptable evidence.

D. 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 his/her immediate supervisor or duty sergeant, by telephone or by personal message, at least 90 minutes before the start of the scheduled shift.

E. Disability Pool. All employees shall be eligible for participation in the County Disability Pool program, effective upon the signing of this Agreement.

F. Terminal Leave. Any employee covered under the terms of this Agreement who retires from County service under the Police and Fireman Retirement System (P.F.R.S.) or Public Employees Retirement Systems (P.E.R.S.) shall be paid fifty (50%) percent of accrued sick leave, up to a maximum \$12,000 gross wage.

G. Sick Leave Bonus. Once each year on or before January 16th, the employee shall be notified of the number of unused sick days and vacation days to the credit of each Union represented employee.

1. Any employee utilizing less than forty-one (41) hours of sick time (to include all uses of sick) in a calendar year will receive a bonus in the amount of \$200. Employees must

be on board for the entire calendar year and have no "W" time or suspensions or LAW's during the calendar year. Payment shall be made in January of the calendar year following the year in which the bonus is earned. Approved military leave shall not be considered as a LAW in computing eligibility for this bonus.

ARTICLE XI

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

B. Leaves of absence for employees may be granted as provided in Civil Service statutes, rules and regulations 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/her duties, or for any reason considered valid by the Department Head, who 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.

1. Any employee seeking such special leave without pay shall submit his/her request, in writing, to his/her 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.

D. Military Leave.

1. Any permanent employee who is a member of the National Guard or Reserve of the Military or Naval Forces of the United States and is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.

2. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve herein, or with the Armed Forces of the United States in time of war or emergency or pursuant to or in connection with the operation with any system of selective service. Employees having only temporary status who enter an active duty with the Armed Forces of the United States shall be regarded as having resigned.

E. Child-Rearing Leave.

1. Employees shall be eligible for child-rearing leave.

2. All permanent employees of the County who become parents shall be granted child-rearing leave, and all provisional

employees who become parents may be granted child-rearing leave upon request as follows:

3. An employee shall submit written notification to his/her immediate supervisor, stating the anticipated duration of the leave of absence, at least two (2) weeks in advance, if circumstances permit. Such leaves shall be granted for a period of time not to exceed six (6) months. Upon the request of the employee and at the discretion of the County, child-rearing leave may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed twelve (12) months.

4. In no case shall a pregnant employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position. Such determination shall be made by her physician.

5. While an employee is on child-rearing leave, the duties of his/her position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a temporary employee.

6. Every employee has the right to return to the same position in the same classification he/she held before going on child-rearing leave.

7. An employee who is on child-rearing leave without pay is entitled to use accrued sick leave for the period that she is unable to work due to pregnancy as certified by a physician, and all accrued annual leave. All other periods of leave shall

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be leave without pay. Unused sick and vacation leave shall be carried over until her return. An employee shall not earn annual and sick leave while he/she is on child-rearing leave without pay.

F. Absence Without Leave. N.J.C.S. 4:1-17.23.

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 may be cause for disciplinary action.

G. Bereavement Leave.

1. A leave of absence with pay, up to three (3) days, shall be granted to a permanent employee desiring such leave because of a death in the immediate family as hereinafter defined: mother or father; mother-in-law or father-in-law; brother or sister; spouse; children of employee or step-children; grandmother or grandfather; step-mother or step-father.

2. A leave of absence with pay for one day shall be granted to permanent employees desiring such leave because of the death of an aunt, uncle, brother-in-law, or sister-in-law.

ARTICLE XII

VACATIONS

A. 1. All full-time County employees, except seasonal employees, shall be entitled to the following annual vacation with pay as accrued and based upon years of service.

Up to 1 year	1 day per month
After one 1 year and up to 5 years	15 days annually
After 5 years and up to 12 years	18 days annually
After 12 years and up to 20 years	21 days annually
After 20 years	25 days annually

2. Accrual. For employees who are in the year of service to increase their annual amount of vacation, specifically during the 1st year to 2nd years, 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:

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.

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

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

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

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

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

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. On or before April 1st of each year, every employee shall submit a bid for their preferred vacation of at least five (5) days in length. In the event there are more applicants for any particular time slot than can be accommodated, seniority shall prevail.

a. If necessary, a second round of bidding shall take place by May 1 for those who were bumped in round one.

2. Any requests made subsequent to April 1 (or May 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.

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

4. The grant of vacation leave is at all times subject to management's right to maintain efficient operations.

5. Employees may accumulate up to ten (10) days of vacation per year for carryover to the following two (2) subsequent years. The result of this is that an employee may hold up to twenty (20) vacation days in their "bank" in addition to the current year's allotment.

6. Management shall respond promptly to all requests for vacation.

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/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.

ARTICLE XIII

INSURANCE AND WORKER'S COMPENSATION

A. 1. Employees who commenced employment prior to July 1, 1993 shall continue to receive for themselves and eligible dependents the following coverages, all at no cost to the employee.

a. Group Hospital Medical Insurance, including major medical coverage, as currently provided. The program contains a deductible of \$100 per person, \$200 per family, and a co-pay of twenty (20%) percent of the first \$2,000 of covered major medical expenses.

b. Prescription drug coverage, with a \$3.00 co-pay for brand name prescriptions, and a zero co-pay for generic drug prescriptions, as currently provided.

c. An optical plan as currently provided.

d. A dental plan as currently provided.

2. "Employees," as used herein, means a bargaining unit member who works more than twenty (20) hours per week. An employee's dependent children will be covered through the year in which the child reaches the age of nineteen (19). An employee may opt to purchase coverage for dependent children from age nineteen (19) to age twenty-three (23) by paying the difference between family coverage and either husband-wife coverage, or single coverage rates, as the case may be. These definitions and conditions also apply to HMO participants.

3. The County, in its discretion, may institute a program to require pre-admission review prior to hospitalization, out-patient certification, and/or a second surgical opinion at any time during the life of the contract, provided that all are without cost to the employee.

B. 1. Employees in this bargaining unit who commence employment after July 1, 1993 shall be entitled to the coverage set forth in A.1.a above on an individual basis only. Any such employee who wishes to procure coverage for his spouse or dependents shall pay twenty (20%) percent of the difference between the individual rate and that selected by the employee.

2. The definitions of "employee" and "dependent child" as set forth in paragraph A.2 shall apply to this category of employees as well.

C. 1. Effective January 1, 1994, the medical program shall be modified to a "wrap-around," so that the co-pay and the deductible provided thereunder shall apply to all benefits, and not merely to the major medical component.

2. Effective January 1, 1994, the prescription co-pay described in paragraph A.1.b will be modified to \$5.00 for brand name prescriptions. The co-pay for generic prescriptions will remain at zero.

D. Effective January 1, 1995, the deductible under the medical program will be modified to \$150 per person, \$300 per family.

E. Retiree Coverage

1. Any employees covered under the terms of this Agreement who retire from County service under the Police and Fireman Retirement System or Public Employee's Retirement System shall be eligible for paid health benefits coverage for three (3) years after retirement, commencing with the employees retirement date.

2. Definition of Retiree for 3 Years Paid Health Benefits. The retiree has at least twenty-five (25) years vested in the Police and Fireman Retirement System or Public Employee's Retirement System, or the retiree has been a permanent County employee for fifteen (15) years and is at least sixty (60) years of age at time of retirement.

3. Upon completion of the three (3) years paid health benefits coverage by the County, the retiree will then have the opportunity to remain in the group plan by reimbursing the County the amount of the monthly premium at the existing group plan rates.

F. Leaves of Absence. When an employee is granted a leave of absence without pay, the coverage of that employee and his/her dependents will be terminated, unless the employee reimburses the County in full for the premium due during the leave of absence before taking such leave. Employees can then re-enroll with the County group upon returning from their leave of absence.

The maximum period where this situation can exist is six (6) months. Any employee who goes on to an unpaid status for fifteen (15) or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

G. The County shall have the right to substitute a different insurance carrier or plan that is equivalent to or better than the existing plan and agreed to by the Employee Organization.

H. When an employee of this unit is injured on duty during regularly scheduled working hours, he/she will be entitled to worker's compensation benefits as set forth by New Jersey State Statute, N.J.S.A. 34:15.

I. Effective January 1, 1987, 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).

ARTICLE XIV
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, the Employee Organization on behalf of the 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:

Step 1. The grievance shall be submitted in writing to the Division Director within ten (10) calendar days of the occurrence of the grievance. The Division Director shall submit a written answer to the Local representative of the grievants

within seven (7) calendar days of the submission date.

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

Step 3. If the grievance is not satisfactorily adjusted at Step 2, the Local 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 grievance 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.

Step 4. If the grievance is not settled through Steps 1, 2, or 3, 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 the same.

1. 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.

E. The designated Employee Organization 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 any 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 grievance 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/her remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Employee Organization.

ARTICLE XV
TRAINING AND SECURITY

A. Training. The Employer shall arrange for a Police Training Commission approved academy to train all Correction Officers in the performance of their duties. All Correction Officers shall be required to successfully complete the training provided within one year of the employee securing permanent Civil Service status. Additionally, the Employer shall provide an ongoing program of forty (40) hours per year of in-service training of all personnel. The in-service training shall be in accord with the guidelines of the American Correctional Associations on staff development.

B. Health/Safety Inspection. A health and safety inspection of the Justice Facility shall be completed monthly by the Division Director of Adult Detention. The written report shall be filed with the Department Head and a copy shall be provided to the Employee Organization.

C. The cost, equipment, and time necessary to obtain the training and certifications required by the Employer for a Correction Officer shall be provided and paid for by the Employer.

ARTICLE XVI
FRINGE BENEFITS

A. When an employee is injured on duty in the line of duty, he/she shall be paid his/her full salary for the period of one (1) year from the date of the onset of such disability, and the Employer shall be subrogated to any worker's compensation disability benefits accrued by the employee. Thereafter, in the event of continued disability, the employee shall be entitled to such benefits as are provided for by law.

B. A thorough medical examination will be given all personnel upon hiring, with the County paying for one-half the cost. The Employer shall also make available to each employee a physical examination at least once annually upon the request of the employee or the 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/her employment, either shows symptoms, or who was so exposed under unusually dangerous conditions. If the employee tests positive, the County will provide, at its expense, medical screening for the employee's immediate family (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.

C. 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 employment. 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 choice.

D. 1. The County agrees to grant time off without loss of regular straight time pay to both the State Delegate and the President (or appointed alternate) of FOP Lodge #34 for the purpose of attending the regularly scheduled meetings of the State FOP, provided that at least 48 hours written notice is given to the Employer. The FOP shall designate, at the beginning of each year, the State Delegate. This arrangement shall also apply to the attendance by the FOP representatives at the FOP State or National Conventions.

2. The Employer will permit two (2) FOP 34 officers to attend FOP 34 monthly meetings, provided that the officers from that shift hold one of the following offices within the Employee Organization.:

- a. Trustees of the Employee Organization
- b. State Delegate
- c. Shop Steward
- d. Assistant Shop Steward
- e. Assistant Secretary
- f. President

- g. Vice-President
- h. Secretary
- i. Treasurer.

The officers permitted to take such time off shall not consume any alcoholic beverage at such meetings.

E. An employee has the right to 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 six (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.

F. 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 Gormley Justice Facility to the Courthouse and back.

G. Any officer who attains the following degrees shall receive an educational bonus, not added to the base, as listed below:

Associate's Degree - \$250

Bachelor's Degree - \$500

A degree in any field is applicable if attained prior to the arbitrator's award. A degree attained after the arbitrator's award must be in a discipline directly job related or job essential.

H. When the County Executive, or his designee, makes a declaration that the County offices are closed due to the weather emergency, all employees who work four (4) or more hours while such an emergency declaration exists shall receive a \$50 bonus.

I. The Employee Organization and its duly authorized representatives shall have the use of the Facility at times that will not interfere with the Facility's normal activities or programs to conduct meetings and conferences. Written requests for the use of the Facility shall be made to the Warden at least twenty-four (24) hours in advance of any such proposed use, and the Warden shall assign appropriate place for such use. Permission shall not be unreasonably withheld.

ARTICLE XVII

MANAGEMENT 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; emergencies to be construed as acts of God;
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 working force and the right to plan, direct, and control the operation of all equipment and other property of the County Department of corrections, except as limited by this Agreement.

C. 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.

D. 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.

ARTICLE XVIII
EMPLOYEES' RIGHTS

Employees' 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. Correction Officers also hold a unique status as public officers involved in the exercise of a portion of the police powers of the County. In an effort to ensure that investigations and/or interrogations of officers are conducted in a manner which is consistent with both of these principles, the following practices and procedures are hereby adopted whenever an employee is subject to 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 his/her 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 in 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/she requests, shall be provided with a copy of the audio or visual recording at the employee's own 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 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 reasons 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/her 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 requirements 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 34 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.

ARTICLE XIX

LONGEVITY

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

		<u>Maximum Amount</u>		
	<u>%</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
Starting 1st day of 6th yr thru & including the last day of the 10th yr	2%	400	600	800
Starting 1st day of 11th yr thru & including the last day of the 15th yr	4%	750	950	1150
Starting 1st day of 16th yr thru & including the last day of the 20th yr	6%	1100	1400	1700
Starting 1st day of 21st yr thereafter	10%	1900	2200	2500

ARTICLE XX

SAFETY, HEALTH AND ADMINISTRATION

A. The Employer shall provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety, health and security. If the Employer requires an employee to carry a firearm on duty, the Employer must provide a County approved firearm.

ARTICLE XXI

FULL BARGAINED AGREEMENT

A. Both parties agree that 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.

ARTICLE XXII

SEPARABILITY 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.

ARTICLE XXIII

DURATION

The Agreement shall be in full force and effect as of January 1, 1993 and shall remain in effect until December 31, 1995. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than sixty (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 have hereunto set their hands and seals at the County of Atlantic, New Jersey, on this day of _____, 1993.

THE FRATERNAL ORDER OF POLICE
ATLANTIC LODGE #34

COUNTY OF ATLANTIC

By: _____
FRank Kovach, Pres.

By: _____
RICHARD E. SQUIRES
County Executive

Ernest Messito, Chairman

Salvatore N.B. Fornarotto, Sr.
Co-Chairman

APPENDIX "A"
SALARY GUIDE

	1993		1994		1995	
	2%	3%	5%	5%	6%	6%
1992	1/1/93	7/1/93	7/1/94	7/1/94	7/1/95	7/1/95
21,066	21,487	22,132	23,238	23,238	24,633	24,633
21,973	22,412	23,084	24,238	24,238	25,692	25,692
22,767	23,222	23,919	25,115	25,115	26,622	26,622
23,674	24,147	24,872	26,115	26,115	27,682	27,682
24,561	25,052	25,804	27,094	27,094	28,720	28,720
25,321	25,827	26,602	27,932	27,932	29,608	29,608
26,208	26,732	27,534	28,911	28,911	30,645	30,645
27,487	28,037	28,878	30,322	30,322	32,141	32,141

Salaries for employees who had reached the eighth step of the salary guide as set forth in 1990-92 contract during 1992, or employees who had reached either the "A" or "B" maximum steps on that salary guide shall receive the full percentage raises of 5% for 1993, 5% for 1994 and 6% for 1995 effective on January 1 of each year in lieu of incremental movement. Their salary shall be as follows:

	1/1/93	1/1/94	1/1/95
Employees earning \$32,945 at any time in 1992:	\$34,592	\$36,322	\$38,501
Employees earning \$30,466 in 1992:	\$31,989	\$33,589	\$35,604
Employees earning \$27,487 in 1992:	\$28,878	\$30,322	\$32,141
Employees who reached the 8th step of the Guide in 1993 (\$28,878):		\$30,322	\$32,141
Employees who reached the 8th step of the guide in 1994 (\$30,322):			\$32,141

