

LABOR AGREEMENT
COUNTY OF ATLANTIC
AND
THE FRATERNAL ORDER OF POLICE
LODGE #112
1994 - 1996

PREAMBLE

THIS AGREEMENT made this 12 day of July, 1994 by and between the COUNTY OF ATLANTIC (hereinafter referred to as "employer") and the FRATERNAL ORDER OF POLICE, LODGE #112 (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.

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I. RECOGNITION

- A. The County of Atlantic, herein referred to as the County, 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 insure the efficient operation of the Department of Public Safety.
- D. There shall be a designated FOP 112 bulletin board on which the Employee Organization may post FOP 112 information. All posted documents must contain the signature of an FOP officer.

II. DUES CHECK-OFF AND AGENCY SHOP

- 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 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% 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.

III. 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 C1, 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 operation, and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority as defined in Article III, A, B, C1, C2 and D shall be given consideration, provided the ability is present to perform the work involved. In making all assignments pursuant to this system (except investigations unit) the final decision will rest with the Warden. This provision shall be implemented within 60 days from the signing of this contract.

IV. WORK SCHEDULES

- A. All Sergeants of the Department of Public Safety covered under this Agreement shall work a forty (40) hour week, including a working lunch period. In addition, all Sergeants involved in a change of shift shall report 15 minutes before start of their shift. In order to be paid for these 15 minutes,

a Sergeant whose assignment involves a change of shift every work day must report on time, i.e. 15 minutes before shift only on those days wherein he is involved in a change of shift situation. He is not to report and will not be paid for any muster time wherein there is no change of shift involved.

- B. Sergeants shall be given (5) days notice of a change in their regular shift assignments or regular days off. Except in emergent situations, Sergeants will be notified prior to their end of shift of any change in the start or end time of their shift for the next day. If this notification is not provided as indicated, then the Sergeant will work his normal shift at straight time and will be paid time and on-half for all hours worked beyond his normal shift either at the beginning or at the end.
- C. The lengthening or shortening of any shift resulting from changes between Eastern Standard Time and Daylight Savings Time shall result in payment for 8 hours regardless of whether the shift is 7 or 9 hours in length.
- D. Regular work schedule shall be defined as a period of five (5) consecutive days of work and two (2) consecutive days off.
- E. Employees will be given thirty (30) days notice if the employer is changing the starting and ending times of the three regular shifts.

V. OVERTIME

- A. in 1994, 1995 and 1996, overtime will continue to be earned only for hours worked beyond forty (40) in any week, as it was in 1993.
- B. Effective 1/1/94 the following will be counted as hours worked for the purpose of computing overtime:
 - 1. all hours actually worked,
 - 2. holidays (New Year's Day, Thanksgiving and Christmas) and
 - 3. vacation days, only if there were 5 previously approved and taken

consecutive vacation days within a 14 day period.

C. 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) and
3. vacation days.
4. administrative days
5. bereavement days

D. 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.

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

F. 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 1/2) hours off for every hour worked. Employees may accrue no more than 60 hours of compensatory time. Compensatory time off may be taken in hourly increments. All compensatory time usage must be requested and approved a minimum of 48 hours in advance.

G. 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 declines overtime, he shall be skipped until his name next appears in the rotation.

H. The County shall have the right to assign overtime if the number of

volunteers is not sufficient. Involuntary overtime shall be assigned based upon rotation in inverse seniority. Unless an emergent situation exists which is caused by circumstances beyond the County's control, a Sergeant will not be ordered to come in and work on his regularly scheduled day off. If a Sergeant is ordered to come in without there being an emergent situation beyond the County's control, then the Sergeant will receive a \$50 bonus in addition to any overtime which may be earned for the work.

- I. The County 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 shift of the need for him to stay if the County is aware of this need prior to ninety (90) minutes before the end of the Sergeants shift. If the County is not aware ninety (90) minutes before the end of shift, then the County will advise the Sergeant as soon as possible thereafter.

VI. 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.
- 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 or administrative time, shall be paid at the overtime rate and will not lose vacation or administrative time for the time he was called in.

VII. HOLIDAYS AND ADMINISTRATIVE TIME

- A. There shall be thirteen paid holidays, of which ten (10) 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 County Executive declares the day after Thanksgiving a day off with pay for all other County employees or if the County Executive declares it a County holiday, then, and in that event only, the employees covered by this Agreement shall be granted a day off with pay to be scheduled by February 28 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 shift and request eight (8) hours of administrative time in an emergency situation. The request must be approved by the shift commander, and the Sergeant must submit, upon his return to work, a signed written report explaining the emergency.

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.

VIII. CLOTHING ALLOWANCE

Employees shall receive a clothing allowance of \$1,100 in 1994, \$1,150 in 1995 and \$1,200 in 1996 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.

IX. SALARIES

A. Sergeants' salaries shall be:

1. 1994: \$40,845
2. 1995: \$42,887
3. 1996: \$45,460

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

C. In addition to salary, employees shall receive hazardous duty pay as follows: 1994: \$1,150; 1995: \$1,250 and 1996: \$1,350. 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.

X. 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 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.**
- C. If an employee is absent for five (5) consecutive working days or more than eight (8) occurrences (an "occurrence" being any continuous block of time) 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.**
- 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 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.**
- E. 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.

F. Any employee who "retires" from County service under the Police and Fireman Retirement System (P.F.R.S.) or Public Employees Retirement System (P.E.R.S.) shall be paid fifty (50%) of accrued sick leave, up to a maximum of \$14,000 gross wage.

G. Sick Leave Bonus

1. At least once each year, on or before January 16th, employees shall be notified of the number of unused sick days and vacation days to the credit of each Sergeant.
2. Any Sergeant utilizing less than 41 hours of sick time (to include all uses of sick except use in conjunction with XIII. F.) 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, no LAW's nor five (5) days or more of suspensions/fines during the calendar year. Although a Sergeant is eligible for the bonus if the suspensions/fines are fewer than five (5) days, these days shall be counted as sick days for the purpose of this paragraph only.

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 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.A.J.C. 5A:2-2.3(b). In order to receive such leave, the employee must take any action required to insure that the employer receives orders, NJDMAVA Form 33 or other such documents as may contain statements identifying the military duty as mandatory and in conformance with 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 the 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. Employees are covered by the federal Family and Medical Leave Act of 1993 and the New Jersey Family Leave Act and are subject to all attendant benefits and conditions. Pursuant to such acts, all employees who have been employed for at least 12 months and have worked a minimum of 1,000 hours during such time shall be eligible to take unpaid leave of 12 weeks in any 12 month period for any one of four reasons:
 - a. birth of a child of the employee and care of such child;
 - b. care of the employee's spouse, child or parent with a serious health condition;
 - c. a serious health condition that makes the employee unable to perform the functions of his job or
 - d. placement with the employee of a child for adoption or foster care.

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, of 3 days for each member of the immediate family shall be granted to a permanent employee desiring such leave because of death in the immediate family as hereinafter defined:
 - a. mother or father
 - b. mother-in-law or father-in-law
 - c. brother or sister
 - d. spouse
 - e. children of employee or step-children
 - f. grandmother or grandfather
2. An additional 2 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 or administrative time.

XII. VACATIONS

A.

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 yr's allotment For those hired between 5/1 and 8/31 - 2 days added to prior yr's allotment
- b. For those hired between 9/1 and 12/31 - 1 day added to prior yr'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 yr's allotment.
- b. For those hired between 4/1 and 6/30 - 3 days added to prior yr's allotment.
- c. For those hired between 7/1 and 9/30 - 2 days added to prior yr's allotment.
- d. For those hired between 10/1 and 12/31 - 1 day added to prior yr'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 1 of each year, every employee shall submit bids for their preferred vacation of at least 5 days in length and any single vacation days desired. In the event there are more applicants than

can be accommodated, seniority will prevail. If necessary, a second round of bidding shall take place by May 1st for those who were bumped in round one.

2. Any requests made subsequent to April 1 (or May 1) shall be granted first-come first-served based on availability of slots. However, any employee requesting a block of at least 5 days shall be given priority over a request for less than 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 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 3 Sergeants per day, with no more than 1 Sergeant per shift. This paragraph does not apply to Sergeants assigned to the Operations or Investigations Units.
 5. 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 to 20 vacation days in the "bank" in addition to the current year's allotment.
 6. Management will respond in writing to all requests for vacation leave within 10 calendar days from date of employees 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.

XIII. INSURANCE AND WORKERS COMPENSATION

A. Medical Insurance

1. Employees who commenced employment prior to June 1, 1994 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 20% of the first \$2000 of covered major medical expenses.
 - b. Prescription drug coverage, with a \$4.00 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. "Employee," as used herein, means a bargaining unit member who works more than 20 hours per week. An employee's dependent children will be covered through the year in which the child reaches the age of 19, or until the child reaches the age of 23 if a full-time student. 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. Employees who commence employment after July 1, 1994

1. Employees in this bargaining unit who commence employment after July 1, 1994, 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 20% 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. Comprehensive Plan and Prescription Co-Pay

1. Effective January 1, 1995, the medical program shall be modified to a "comprehensive plan," so that the co-pay and the deductible provided thereunder shall apply to all benefits, and not merely the major medical component.
2. Effective January 1, 1995 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. Health Benefits at Retirement - An employee who "retires" from County service under the Public Employees Retirement System (PERS) or the Police and Firemen Retirement System (PFRS) shall be eligible for paid health benefits coverage for 3 years after retirement, commencing with the employee's retirement date.

1. Upon completion of 3 years paid health benefits coverage by the County, the retiree will have the opportunity to remain in the group

plan by reimbursing the County the amount of the monthly cost at the existing group plan rates.

2. An employee who "retires" is defined as one who has:
 - a. 25 years of actual service credited in either PERS or PFRS that was acquired through employment within or without the County. This shall not include time credited as part of an early out or bonus system except as may be provided by law; or
 - b. 15 years of employment as a permanent County employee, at least 62 years of age and part of an approved pension system at the time of retirement.
 3. When an employee is granted a non-family leave of absence without pay, the coverage of the employee and his dependents will be terminated unless the employee reimburses the County in full for the premium due during the leave in advance of taking such leave. Employees can then re-enroll with the County group upon returning from the leave of absence. In no event can this period of reimbursed coverage exceed 6 months. Any employee who goes to an unpaid status for 15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.
- F. When a employee is injured on duty during working hours, he will be entitled to worker's compensation as set forth by N.J.S.A. 34:15. Prior to January 1, 1995, Article XVI.A. of the prior contract shall remain in effect.
1. Effective January 1, 1995, 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 1 year.

2. Any employee injured on the job will be required to be examined by the County physician, or have his disability monitored by the County physician along with the employee's attending physician. This article shall not be construed so as to abrogate any rights provided to said employees by law.

G. In accordance with P.L. 99-272, Title X (Cobra), the County offers eligible 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.

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, 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 Division Director within 10 calendar days of the occurrence of the grievance.

The Division Director shall submit a written answer to the local representative of the grievant within 7 calendar days of the submission date.

2. Step 2: If the grievance is not satisfactorily adjusted at Step 1, the Local may appeal to the Department Head within 5 calendar days after the receipt of the written answer in Step 1. The Department Head will review the grievance and submit his position in writing within 5 calendar days of submission to Step 2.
3. 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 5 calendar days after receipt of the written answer in Step 2. The representative shall submit a written answer to the grievance within 5 calendar days after submission to Step 3. Policy grievances affecting substantial numbers of employees covered by this Agreement may proceed directly to Step 3.
4. 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 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, 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 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. If the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this

procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least 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.

XV. 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. Supervisory Training will be given to all Correctional Sergeants as part of the 40 hours of in-service training. This will be accomplished during 8 hours of training scheduled during a minimum of 2 hour blocks and will not be part of the 32 hours of training given during roll call training.
 2. An advisory committee on training shall be established and will consist of 2 Sergeants selected by FOP 112 and 2 employer representatives selected by the County. This body will meet quarterly, if requested by either party, to discuss and review training.
- B. A health and safety inspection of the justice facility shall be completed monthly by the Division Director of Adult Detention. His written report shall be filed with the Department Head and available to the FOP upon request.

XVI. FRINGE BENEFITS

- 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-negligent 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. The County agrees to grant time off without loss of regular straight time pay to either the State Delegate or the President of the Association (or appointed alternate) for the purpose of attending the regularly scheduled meetings of the State Association provided at least 48 hours written notice is given the employer. The Association shall designate, at the beginning of each year,

the State Delegate. If the President of the Association desires to attend the same meeting as the State Delegate, the President is required to "swap" time with another employee in the same division. This arrangement shall also apply to attendance by the Local Representatives at the Association State or National Annual Conventions. The employer will permit 1 union representative time off with pay to attend monthly meetings up to a maximum of 2 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 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) makes a declaration that the County offices are closed due to a weather emergency, all employees who work 4 or more hours when such an emergency declaration exists shall receive a \$50 bonus.

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.

XVII. 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 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.

XVIII. EMPLOYEE'S 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 an 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 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.

XIX. LONGEVITY

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

1st day of 6th year through and including last day of 10th year: 1994- \$600;
1995- \$800; 1996- \$1,000

1st day of 11th year through and including last day of 15th year: 1994- \$950;
1995- \$1,150; 1996- \$1,350

1st day of 16th year through and including last day of 20th year: 1994- \$1,400;
1995- \$1,700; 1996- \$2,000

Starting 1st day of 21st year and continuing thereafter: 1994- \$2,200; 1995-

\$2,500; 1996-\$2,800

XX. 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.

XXI. 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 re-opening of this Agreement as specifically provided for within the terms and conditions of this Agreement, or those issues which may or could arise at a later date during the life of this Agreement which both parties recognize, by mutual consent, should or must be made a part off this Agreement.

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.

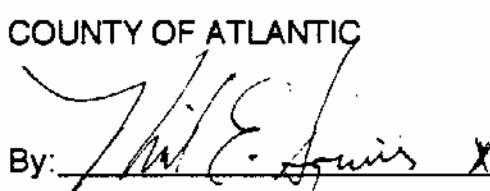
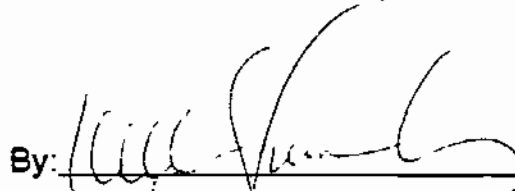
C. The provisions of this Agreement shall be subject to and subordinate to State Law, but nothing contained herein shall be deemed to subordinate this contract to County Ordinances.

XXIII. DURATION

This Agreement shall be in full force and effect as of January 1, 1994 and shall remain in effect to and including December 31, 1996. 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 at the County of Atlantic, New Jersey, on this 12 day of July, 1994.

COUNTY OF ATLANTIC

By:  X By: 
Richard E. Squires, County Exec. Kenneth Shumsky, Labor Counsel

THE FRATERNAL ORDER OF POLICE, ATLANTIC LODGE #112

By:  By: 
Albert L. Davenport, Jr., President Brian K. Mcnew, Sr., Com. Chair.