

**MEMORANDUM OF AGREEMENT BETWEEN ATLANTIC COUNTY AND PBA
LOCAL #243 (ATLANTIC COUNTY SHERIFF'S OFFICERS AND SHERIFF'S
INVESTIGATORS)**

WHEREAS, Atlantic County ("the County") and PBA Local # 243 Atlantic County (herein referred to as "the Union"), collectively referred to as "the Parties", have negotiated terms to modify the current collective bargaining agreement (CBA) applying from January 1, 2013 through December 31, 2017; and

WHEREAS, as a result of negotiations, the Union and the County have reached an agreement on changes to the terms and conditions of the CBA to be included in a successor contract; and

WHEREAS, the Union and the County desire to reduce these terms and conditions of agreement to a written Memorandum of Agreement, the terms of which shall be included in a successor contract;

NOW, THEREFORE, the Union and the County agree the 2013 - 2017 contract shall be modified consistent with the following:

1. PREAMBLE. The preamble section above is hereby incorporated by reference as if fully set forth herein.
2. FTO STIPEND. **Article 2.05, Section 2.05(D)** on page 24 of the current agreement shall be deleted in its entirety and replaced with the following:

"Each officer assigned as a Field Training Officer (FTO) shall receive one (1) hour compensatory time for each day assigned as an FTO."

3. SALARY. **Article 2.02, Sections A(i) and A(ii)** on pages 17 and 18 of the current agreement shall be deleted in their entirety and replaced with the following:
 - A. i. The following chart shall constitute the salary guide 2018 through 2022 for employees hired prior to January 1, 2014. Movement for employees hired prior to January 1, 2014 shall be as follows: On the employee's applicable anniversary date in 2018, employees shall move one step or remain at the top step if at step 10. On 1/1/19, all employees at step 10 on 12/31/18 shall move to step 12. All other employees shall move one step on their applicable anniversary date. (i.e. step 9 on 12/31/18 shall move to step 10 on anniversary date). 2020 through 2022 employees shall move one step on the applicable anniversary date or remain at top step if at step 12.

| Step | 2018 | 2019 | 2020 | 2021 | 2022 |
|------|----------|----------|----------|----------|----------|
| 1 | \$33,101 | \$33,101 | \$33,101 | \$33,101 | \$33,101 |
| 2 | \$37,304 | \$37,304 | \$37,304 | \$37,304 | \$37,304 |
| 3 | \$39,354 | \$39,354 | \$39,354 | \$39,354 | \$39,354 |
| 4 | \$40,982 | \$40,982 | \$40,982 | \$40,982 | \$40,982 |
| 5 | \$44,476 | \$44,476 | \$44,476 | \$44,476 | \$44,476 |
| 6 | \$47,534 | \$47,534 | \$47,534 | \$47,534 | \$47,534 |
| 7 | \$50,377 | \$50,377 | \$50,377 | \$50,377 | \$50,377 |
| 8 | \$58,500 | \$58,500 | \$58,500 | \$58,500 | \$58,500 |
| 9 | \$62,419 | \$62,419 | \$62,419 | \$62,419 | \$62,419 |
| 10 | \$80,574 | \$78,994 | \$78,994 | \$78,994 | \$78,994 |
| 11 | N/A | \$80,574 | \$80,574 | \$80,574 | \$80,574 |
| 12 | N/A | \$83,562 | \$85,234 | \$86,938 | \$88,677 |

ii. The following shall constitute the salary guide 2018 through 2022 for all employees hired on or after January 1, 2014. 2017 guide is listed for reference.* Employees hired 1/1/18 or later shall be placed at step 1A on the 2018-2022 guide for 6 months. After 6 months, employee shall move to step 1B. Employees on board as of 12/31/2017 shall move, on their applicable anniversary date, onto the 2018 guide one step (i.e. step 2 on 12/31/17 guide shall move on their anniversary date in 2018 to step 3 on 2018 guide). 2019 through 2022 employees shall move one step each year on their applicable anniversary date.

| Step | 2017* | 2018 | 2019 | 2020 | 2021 | 2022 |
|--------------|----------|----------|----------|----------|----------|----------|
| 1A(6 months) | \$27,000 | \$33,101 | \$33,101 | \$33,101 | \$33,101 | \$33,101 |
| 1B(6 months) | \$33,101 | \$37,304 | \$37,304 | \$37,304 | \$37,304 | \$37,304 |
| 2 | \$37,304 | \$39,354 | \$39,354 | \$39,354 | \$39,354 | \$39,354 |
| 3 | \$39,354 | \$40,982 | \$40,982 | \$40,982 | \$40,982 | \$40,982 |
| 4 | \$40,982 | \$44,476 | \$44,476 | \$44,476 | \$44,476 | \$44,476 |
| 5 | \$44,476 | \$47,534 | \$47,534 | \$47,534 | \$47,534 | \$47,534 |
| 6 | \$47,534 | \$50,377 | \$50,377 | \$50,377 | \$50,377 | \$50,377 |
| 7 | \$50,377 | \$54,377 | \$54,377 | \$54,377 | \$54,377 | \$54,377 |
| 8 | \$54,377 | \$58,377 | \$58,377 | \$58,377 | \$58,377 | \$58,377 |
| 9 | \$58,377 | \$62,419 | \$62,419 | \$62,419 | \$62,419 | \$62,419 |
| 10 | \$62,419 | \$65,919 | \$65,919 | \$65,919 | \$65,919 | \$65,919 |
| 11 | \$65,919 | \$69,419 | \$69,419 | \$69,419 | \$69,419 | \$69,419 |
| 12 | \$69,419 | \$78,994 | \$78,994 | \$78,994 | \$78,994 | \$78,994 |
| 13 | \$78,994 | \$80,574 | \$80,574 | \$80,574 | \$80,574 | \$80,574 |
| 14 | | | \$83,562 | \$85,234 | \$86,938 | \$88,677 |

iii. After the initial calendar year of hire, each employee will be given an anniversary date for purposes of salary increases as follows:

| HIRE DATE | ANNIVERSARY DATE |
|---------------------------|------------------|
| January 1 – February 15 | 1/1 |
| February 16 – May 15 | 4/1 |
| May 16 – August 15 | 7/1 |
| August 16 – November 15 | 10/1 |
| November 16 – December 31 | 1/1/ (next) |

4. CLOTHING ALLOWANCE. Article 2.04 on pages 21 through 24 of the current agreement shall be amended as follows:

a. Article 2.04, Section 2.04(A) on page 21 of the current agreement shall be amended as follows:

i. "In 2018 only," shall be added at the start of the first sentence of the paragraph.

ii. The following sentence shall be added to the end of 2.04(A) "1/1/19 the clothing allowance was rolled into the top step of both guides and effective 1/1/19 the clothing allowance (maintenance and replacement allowance) is eliminated and this provision shall be deemed eliminated from the contract"

b. Article 2.04, Section 2.04(C) on page 22 of the current agreement shall be modified by adding the following at the end of 2.04(C): Effective 1/1/19, the clothing allowance is eliminated and this provision, with the exception of the first sentence shall be deemed eliminated from the contract."

5. INSURANCE. Article 2.08, on pages 29 through 31 of the current agreement shall be amended as follows:

a. Article 2.08, Section A, paragraphs 2 and 3 shall be deleted in their entirety and replaced with the following:

(2) Prescription drug coverage shall be offered to all employees and their dependents in accordance with the freestanding prescription plan offered by the New Jersey State Health Plan. Employees shall make health benefit contributions consistent with the schedule attached hereto as

Appendix A. Employees shall not make plan contributions in addition to the contributions noted above unless they elect a higher cost plan than NJ Direct 2030 when applicable.

(3) Beginning 1/1/2019, all newly hired employees shall have NJ Direct 2030 as the base plan. Effective beginning plan year 2020 (open enrollment 2019), NJ Direct 2030 shall be the base plan for all members, current and future. Any employee electing a plan with a higher premium than NJ Direct 2030 shall be responsible for the difference between the Employer's cost for that employee to be enrolled in the higher premium plan and the Employer's cost if that employee were enrolled in NJ Direct 2030. That is in addition to the employees Appendix A cost share for the plan they are enrolled in.

- b. **Article 2.08, Section A, paragraphs 6** shall be deleted in its entirety and replaced with the following:

All of the coverages outlined above will be provided to the employees and their dependents subject to the employee contributions noted above.

6. **OVERTIME. Article 2.06, Section 2.06(F)** on page 26 of the current agreement shall be deleted in its entirety and replaced with the following:

Overtime shall be distributed fairly amongst members through utilization of overtime lists. The parties agree that the Sheriff or his/her designee shall post on a daily basis an overtime roster for each courthouse, which will include all officers and investigators assigned to the work units located within each courthouse. Please note that all Officers and Investigators in all units at their assigned courthouses are only eligible for courthouse overtime in the courthouse their unit is assigned. This roster shall be composed of all Sheriff's Officer and Sheriff's Investigators by order of seniority as members of the Sheriff's Office. All Officers or Investigators, who accept, refuse or who are ordered to work overtime, shall have such action noted on the roster.

Overtime shall be assigned on a rotating basis and involuntary and/or mandatory overtime shall not be assigned until all officers eligible to work voluntarily overtime have been asked to accept the overtime assignment. Any officer or investigator on any type of leave, including vacation, compensatory, administrative and sick, shall be ineligible for courthouse overtime, but shall be eligible for departmental overtime including vacation, compensatory, and/or administrative generated from

the Call-In overtime list. Personnel on leave shall be designated on the roster. Unit supervisors will provide a copy to the Chief or his or her designee on a daily basis. If an employee refuses overtime, he/she shall be skipped over until his/her name appears in the rotation. Available overtime details shall exclude officers with the rank of Sergeant or higher unless the detail requires a superior officer; or in the alternative, all other attempts to fill overtime from the rank and file officers prove to be unsuccessful. When such a situation occurs, overtime assigned to Sergeants and Lieutenants, shall be based on their contract and/or a signed agreement.

The employer shall have the right to order overtime if the number of volunteers is insufficient. Involuntary overtime shall be assigned based on inverse seniority, meaning the officer(s) or investigators(s) with the least amount of seniority shall be the individual(s) ordered to work the overtime. Officers ordered to work involuntary overtime shall not be rotated to the bottom of the overtime list once involuntary overtime is worked. Thus, based on where an officer is positioned on the seniority list will control the amount of involuntary overtime he or she may have to work.

7. **PERSONAL TIME.** **Article 2.09, Section D(1) through D(3)** on pages 32 and 33 of the current agreement shall be deleted from the article. These provisions relating to Personal Time shall be moved to **Article 2.13**, currently "Vacations" and be modified as set forth below.
8. **LEAVE TIME.** **Article 2.13**, "Vacations" on page 50 of the current agreement shall be renamed "Vacation, Administrative/Personal, and Compensatory Time Off."
 - a. A new **2.13(A)(1)** shall be added and provide as follows:
 - A.1.** All employees covered by this Agreement shall be entitled to three (3) Administrative/personal days off annually with the following exception:
 - (a) New full-time employees hired in the first quarter of the calendar year shall be entitled to two (2) personal days off for their first calendar year of employment.
 - (b) New full-time employees hired in the second quarter of the calendar year shall be entitled to one and one-half (1 ½) days off for their first calendar year of employment.

(c) New full-time employees hired in the third quarter of the calendar year shall be entitled to one (1) day off for their first calendar year of employment; and

(d) New full-time employees hired in the fourth quarter of the calendar year shall be entitled to one-half (1/2) day off for their first calendar year of employment.

Subsequent to a new employee completing his or her first calendar year of employment, he or she shall be entitled to three (3) full days off from work each calendar year thereafter.

b. A new 2.13(A)(2) shall be added and provide as follows:

Under normal circumstances, **administrative/personal, vacation, and/or compensatory time** shall be scheduled to be used a full twenty four (24) hours in advance. Time usage is as follows: **Administrative/personal** time must be utilized in fifteen (15) minute increments; **vacation** time must be used in half day increments; and **compensatory time** may be utilized in any increment. With the exception of an emergency, an employee cannot call in for the use of **administrative/personal, vacation and/or compensatory time** at the beginning of his/her scheduled shift. Use of this time to begin at the start of a work shift must be approved a full twenty-four (24) hours in advance

c. A new 2.13(A)(3) shall be added and provide as follows:

"Administrative/personal time must be used within the year it is accrued."

d. A new 2.13(A)(4) shall be added and shall provide as follows:

The parties to this contract recognize that needed time off from work cannot always be scheduled in accordance with the requisite notice periods reflected in this contract. When time off from work is needed due to an emergency, an officer or investigator must notify his or her direct supervisor if the emergency occurs while he or she is working. Should the emergency occur prior to the start of a work shift, employee must contact the on-call Commander. Emergency time off from work must be approved either by the officer/investigator's direct supervisor or the on-call Commander. Upon the officer/investigators return to work he or she must notify the Department as to which administrative/personal leave bank that the emergency time off from work should be deducted. The Sheriff and/or his or her designee shall have the ability to require the officer or investigator requesting the emergency time off from work to justify the same in writing or present other proof at the Sheriff's discretion. Subsequent thereto, the Sheriff and/or his/her

designee shall review the officers or investigators reason and/or proof for the need of the emergency time off from work and make a determination if the time off shall be granted. Once this determination is made, if the time is approved, the time off will then be deducted from the officer's or investigators appropriate administrative leave bank.

- e. **2.13(B)** on page 50 of the current agreement shall be deleted in its entirety and replaced with the following:

“Utilization of vacation, administrative, and/or compensatory time off from work shall be paid at the employee’s regular straight time hourly rate of pay per his/her job classification.”

- f. **2.13(C)(3)** and **2.13(C)(4)** on pages 50 and 51 of the current agreement shall be deleted in their entirety and replaced with the following:

3. A request by an officer to utilize a single day off from work shall require that the request be made a full twenty-four (24) hours prior to the date selected.

4. Any request by an officer to take time off from work for four (4) days or less shall require twenty-four (24) hours prior notice by the officer. Four (4) days off shall be defined as the combination of any type of time off from work to include vacation time, administrative time, compensatory time, union business leave, and/or allotted time off for weekends, holidays or other regularly scheduled days off from work. In the event more than one officer requests the same time off from work and the operational schedule cannot accommodate each request, the request made by the officer with the greatest amount seniority shall prevail.

- g. A new **2.13(C)(5)** shall be added and shall provide the following:

All requests by an officer to take time off for five (5) or more consecutive days will require twenty-four (24) hours advanced notice. Such requests will be processed in a timely manner with the employee receiving a written or electronic response as to whether the request is granted or denied no later than seventy-two (72) hours after submission of the request.

- h. **2.13(D)** on page 51 of the current agreement shall be deleted and replaced with the following:

If a holiday falls within a block of vacation time, administrative time, and/or compensatory time taken by an employee, the day shall not be charged against the employee's annual leave bank.

- i. **2.13(E)** on page 51 of the current agreement shall be deleted and replaced with the following:

An employee who becomes ill while utilizing his/her vacation time, administrative time and/or compensatory time will have the option of not having his or her leave banks charged for the time off from work. Instead, the employee shall have the option of having the time off from work charged as sick leave for the period of illness/injury provided he/she furnishes satisfactory proof of such illness/injury to the Employer upon his/her return to work.

- j. **2.13(H)** on page 51 of the current agreement shall be deleted and replaced with the following:

All requests by officers to utilize five (5) or more consecutive days off from work will be granted based on seniority. Five (5) days off from work shall be defined as any consecutive days off from work to include weekends, regular days off from work, vacation time, administrative/personal time, compensatory time, holidays, bereavement time and union time. In granting time off an employee that has less seniority cannot bump an employee with higher seniority even if the employee with higher seniority has requested four (4) or less consecutive days off. In the event more than one officer requests the same time off from work and the operational schedule cannot accommodate each request, the request made by the officer with the greatest amount of seniority shall prevail. However, once an officer is approved for time off under this sub-article he or she cannot have the time off displaced and/or revoked by an officer with greater seniority seeking the same time off from work.

- k. A new **2.13(I)** shall be added and shall provide:

All employees can earn and keep a maximum of four hundred eighty (480) hours of compensatory time in their compensatory time off bank. Where the balance exceeds four hundred eight (480) hours, the employee and the Sheriff or his/her designee will meet to amicable schedule such compensatory time off.

- l. A new **2.13(J)** shall be added and shall provide:

Beginning November 1st in the preceding calendar year, all officers/investigators may submit requests for time off from work for the months of January and February of the following calendar

year by submitting a special report to their immediate supervisor. Beginning January 1st all officers/investigators may submit requests for time off from work for the months of January through December.

9. GRIEVANCE PROCEDURE. **ARTICLE 3.01** on pages 52 through 54 of the current agreement shall be modified as follows:

- a. **3.01(D)** on page 52 of the current agreement shall be amended by deleting “by mutual written consent” and replacing it with “by both parties to this agreement.”
- b. **Step 1** and **Step 2** on pages 52 and 53 of the current agreement shall be amended by replacing all “five (5)” with “ten (10).”
- c. **Step 4** on page 53 of the current agreement shall become **Step 5**. The new **Step 4** shall provide:

If the grievance is not satisfactorily adjusted at Step 3, The Local shall have ten (10) days to contact County Counsel in writing (electronic correspondence or otherwise) to schedule a meeting to discuss and potentially resolve the dispute. Within the writing, the Local shall offer five (5) dates within a thirty (30) day period to hold the meeting. The meeting shall be held at either the Sheriff's Office in Mays Landing or County Counsel's Office. The thirty (30) days to schedule the meeting shall be calculated from the date that the grievance is denied at Step 3. Should the parties be unable to schedule a meeting on one of the five dates offered by the Local, the Union shall have the option to advance the grievance to Step 5. Should the parties meet and confer in an effort to resolve the grievance and are unsuccessful in doing so, the Local shall have the option to move the grievance to Step 5.

- d. **Step 4** on page 53 of the current agreement shall become **Step 5** and shall be amended by adding “or four” after “three” in the first sentence. “Response of the Sheriff was received or should have been received” in the first sentence shall be deleted and replaced with “mediation was completed or should have been completed.”

10. A new **Article 3.07** to be titled “Sheriff's Investigators” shall be added and shall provide the following:

- (1) Upon being hired, all Sheriff's Investigators shall be placed on the existing salary guide on Step “One A” (1A) and advance through the steps of the salary guide in the same manner as any Sheriff's Officers hired.

(2) Should the County of Atlantic and/or the Atlantic County Sheriff contemplate furloughs or layoffs in accordance with the Rules and Regulations of the New Jersey Civil Service Commission, any and all Sheriff's Investigators shall be subject to the implementation of furloughs and layoffs prior to any Civil Service Sheriff's Officers being furloughed, laid off, or demoted due to Superior Officers exercising bumping rights.

(3) With the exception of being continually employed at the pleasure of the Sheriff and being in the unclassified service of civil service, Sheriff's Investigators shall begin to accumulate seniority on the date that they are hired and shall be entitled to enjoy all of the contractual rights and protections as Sheriff's Officers as expressed in the current and future collective negotiations agreements.

(4) The Atlantic County Sheriff agrees that a factor to be used in continued employment with the Atlantic County Sheriff's Office is a Sheriff Investigator's willingness and commitment to sit for the County Sheriff's Officers Civil Service Examination.

(5) Upon the hiring of a Sheriff's Investigator, the Atlantic County Sheriff shall have sole discretion to place the investigator in any post that he or she deems appropriate. PBA Local #243 further agrees that they will not oppose a Sheriff's Investigator's placement to a position or post within the Department.

11. An Appendix A shall be added as follows:

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE

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

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE

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

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

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

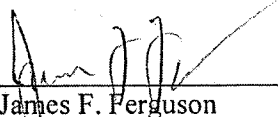
12. MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA. All other provisions in the January 1, 2013 – December 31, 2017 CBA that are inconsistent with the substantive changes noted above shall be modified for consistency with the terms of this MOA in the resulting new CBA for January 1, 2018- December 31, 2022.

9. PARTIES' GOOD FAITH TO FINALIZE CONTRACT. The County acknowledges it will process retroactive payments resulting from this executed MOA as expeditiously as possible, and the Union agrees that it will execute the revised and reorganized CBA in an expeditious manner upon receipt.

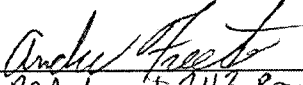
10. RATIFICATION. The union and the County acknowledge the terms in the MOA have been ratified by the Union and need to be approved by the Atlantic County Board of Chosen Freeholders prior to finalizing the new CBA.

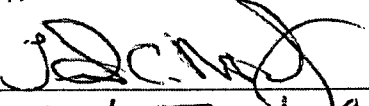
Subject to the ratification provisions set forth herein, the union and the County signify and acknowledge their agreement to the terms listed above by the signatures of their duly authorized representatives.

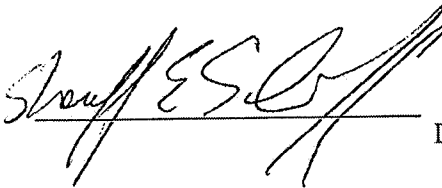
COUNTY OF ATLANTIC


James F. Ferguson
County Counsel
Date: 3/21/19

PBA 243


PBA Local 243 President
Date: 3-20-2019


Timothy C. Murphy
Negotiation Chairman
Date: 3-20-19


Date: 3-20-2019

Date:

Date: