



LABOR AGREEMENT

Between

COUNTY OF ATLANTIC

and

THE FRATERNAL ORDER OF POLICE  
ATLANTIC LODGE #34  
(Rank & File)

JANUARY 1, 2007 through DECEMBER 31, 2010

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**PREAMBLE**

THIS AGREEMENT, made between the COUNTY OF ATLANTIC, (hereinafter referred to as the "Employer" or "County") and the FRATERNAL ORDER OF POLICE, ATLANTIC LODGE # 34 (hereinafter referred to as "the FOP" or "Association"), 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 Employer agrees to recognize the Fraternal Order of Police, Atlantic Lodge #34 (hereinafter referred to as the "FOP") as the sole and exclusive bargaining agent for all full-time employees employed by the County of Atlantic classified as "Corrections Officers".

B. Specifically excluded are Captains, Lieutenants, Sergeants, temporary employees (those employees whose term of employment is fixed for a period not to exceed six (6) months) and all other employees not specifically included in Section A above.

C. When appropriate, the rules and regulations of the Merit System Board, N.J.S.A. 40:40A; N.J.A.C. Title 10A, N.J.A.C. Title 4A, EEOC and the Public Employment Relations Commission (PERC) shall cover employees under this Agreement. Those rules and regulations will, when appropriate, be interpreted solely by the respective Commissions/Agencies.

D. Whenever titles are used in the Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

E. Definitions

1. "Bidding" shall mean the written request of an Officer to be assigned to any post within the justice facility based upon the seniority of the bidding Officer including the shift to be worked by the Officer and the days that the Officer will not be regularly scheduled to work.

2. "Posts" shall consist of the following posts which shall be posted and eligible for Officers: A, B, C, D, E, F, G, H, I, Medical, Visiting One, Visiting Two, Bravo One, AXA, AXB, AXC, AXD, AXE, Recreation One and Recreation Two. Bidding for admissions and central control posts shall be restricted to those Officers who have had proper training for those posts and meet all the requirements for the posted positions. Administration will provide periodic in-house training for those posts in order to maintain a minimum complement (usually six (6) per slot) of Officers who are trained to fill those posts.

3. "Days" shall be defined as calendar days.

4. "Limited Duty Station" shall be defined as a "duty station within the compound of the justice facility established to accommodate the temporary physical limitations of an Officer. The location of the Limited Duty Station is to be determined based upon the physical limitations imposed by the examining physician for the particular Officer and provided there is an available opening.

5. "Seniority" is defined as the uninterrupted service time of an Officer within the Atlantic County Justice Facility commencing from his initial date of hire within the Department of Public Safety.

6. "Stick List" is defined as the mandatory overtime list utilizing the format in use as of the effective date of this Agreement.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

A. Purpose

1. The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Nothing contained herein shall be construed as limiting the right of any employee having a Grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the FOP, provided such adjustment is not inconsistent with the terms of this Agreement.

B. Definitions

1. A "Grievance" is a claim by an employee, group of employees or the FOP on behalf of an employee or group of employees, based on the violation of this Agreement, policies and/or administrative decisions affecting terms and conditions of employment.
2. An "aggrieved person" is the person or persons or the FOP making the claim.

C. Procedure

Since it is important that the grievance be processed as rapidly as possible, the number of days at each level shall be considered as a maximum. The time limits, may however, be extended by mutual agreement. If no response is made by management by the end of the time allotment, it shall be construed to be a denial of the grievance and the FOP may proceed to the next level.

#### Level One

A Grievance may be filed in writing with the Grievance Committee (FOP) within ten (10) calendar days of the occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The Grievance Committee Chairperson may consult with the appropriate person and shall render a written decision within ten (10) calendar days after receipt of the grievance.

#### Level Two

In the event a settlement has not been reached throughout Level One procedures, a grievance may be filed with the Warden or his designee. Such person shall render a written determination within ten (10) calendar days following receipt of the grievance.

#### Level Three

In the event a settlement has not been reached throughout Level Two procedures, a grievance may be filed with the Department Head or his designee. Such person shall render a written determination within ten (10) calendar days following receipt of the grievance.

#### Level Four

In the event a settlement is not reached through Level Three procedures, the FOP may, upon determining that the grievance is meritorious, submit the grievance to binding arbitration. The arbitrator shall be selected in accordance with the procedures established by PERC.

#### D. Authority of the Arbitrator

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented in the grievance proceeding. The arbitrator shall have not have the authority to add to, modify, detract from or alter in any way the specific and express written provisions of this Agreement or any amendment or supplement thereto. The arbitrator shall have no authority to interpret any law, court decision or statute of the State or the United States in rendering any determination.

#### E. Arbitration Costs

The costs for the arbitrator shall be borne equally by the Employer and the FOP.

F. Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, with a representative selected and approved by the FOP. When an employee is not represented by the FOP, the FOP shall have the right to be present and to state its views at all stages of the grievance procedure

G. Miscellaneous

All grievances and responses thereto shall be set forth in writing and shall include an explanation.



**ARTICLE III**  
**WORK SCHEDULE**

A. Work Week

All Officers of the Department of Public Safety covered under this Agreement shall work a forty (40) hour work week. Officers shall be guaranteed a thirty (30) minute uninterrupted lunch/meal period per shift. In the event of an emergent situation defined as a situation in which an Officer's presence is required to prevent possible injury to a person or an urgent situation which cannot be handled at any other time arises and an Officer's attendance is required, said Officer shall be allowed to make up such time in order to complete his/her meal. In addition, the Officers shall report for Roll Call fifteen (15) minutes before the start of their shift.

B. Start/End Times

1. The regular start and end time of work shifts for an Individual Officer shall not be changed without reasonable notice to the affected Officer (notice being at least thirty (30) days), however this provision shall not preclude the County's right to require an Officer to work overtime. Affected Officers whose shifts are changed may waive all or part of the thirty (30) day notice. For the purpose of this section, where an Officer utilizes or requests that the thirty (30) day notice provision apply and does not waive such notice, it shall not be a basis upon which any disciplinary action may be taken against the Officer.

2. If an Officer's start/end time of the three (3) regular shifts is to be changed and the Officer is not in agreement with such change, the new hours/position shall be posted for a period of ten (10) days prior to an assignment being made. Qualified applicants may apply and such assignment shall be made based on seniority. If no other Officer applies for the assignment, then the Officer whose start/end times were changed will be assigned.

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

C. Work Schedule

The normal work schedule shall consist of five (5) consecutive days of work and two (2) consecutive days off, except in emergency situations. The 7:30 a.m. – 3:30 p.m. work schedule shall not be altered due to in-service training. The 3:30 p.m. - 11:30 p.m. and the 11:30 p.m. – 7:30 a.m. work shifts would be replaced by the in-service training held on those days. To the extent feasible, County will conduct in-service training on a rotating schedule so that Officers are afforded consecutive days off consistent with this Agreement. In the event that an Officer's days off are changed due to attendance at in-service training, the Officer will be paid overtime pay where an Officer attends training on a non-work day due to extenuating circumstances.

## ARTICLE IV

### OVERTIME

#### A. Overtime

1. There shall be overtime payment at one and one half (1 ½) times regular pay for all hours worked over forty (40) hours per week. For overtime purposes, time worked include all hours actually worked, New Year's Day, Thanksgiving and Christmas Day, granted bereavement and administrative leaves. Overtime shall be paid no later than the second (2<sup>nd</sup>) pay period after the overtime work is performed.

2. The Officer shall have the option of receiving compensatory time in lieu of overtime pay at the same rate (1-1/2 times). All use of compensatory time must be requested and approved a minimum of forty-eight (48) hours in advance.

3. Compensatory time may be used in lieu of sick time at the Officer's discretion providing that the Officer signifies his/her intention to utilize compensatory time at the time of call-in. Otherwise, the day off shall be charged as sick time.

4. Officers will be allowed to accumulate a maximum of 240 hours of compensatory time. Unused compensatory time shall be carried forward. Officers will receive overtime pay for all overtime hours worked after accumulating 240 hours.

#### B. Mandatory Overtime (Stick List)

1. If overtime is necessary, the Employer shall first attempt to secure volunteers based upon seniority. If unable to secure sufficient volunteers, the Employer shall have the right to assign overtime based upon the mandatory overtime list (also known as the "Stick List"). If an Officer on the "stick list" refuses the mandatory overtime, they are subject to disciplinary action. It is understood that the top three (3) people on the "Stick List" cannot request to go home early. Any Officers who volunteer for a minimum of four (4) hours overtime shall move on the "Stick List" If an Officer is required to work overtime due to being on the "Stick List", the Officer will have ability to choose his or her assignment to the extent that there is an open post that is not a bid post or post to which an Officer has been specifically assigned or to any specialty post. It is understood

that both voluntary and mandatory overtime shall be distributed as equitably as possible.

2. The employer agrees to announce the mandatory overtime list at each roll call.
  
3. An officer shall have the option to refuse mandatory overtime two (2) times per calendar year including Thanksgiving Day, Christmas Day and New Year's Day. The right for Overtime refusal shall not apply to the ten (10) remaining recognized holidays or Super Bowl Sunday.
  
4. On Super Bowl Sunday, Officers assigned to work cannot call out and utilize that day not to appear for work. That means the "stick list" is not being utilized or minimally utilized because of long term absences on that particular day and all assigned Officers will be present. If an Officer does call out sick for at least one (1) day prior to Super Bowl Sunday, Super Bowl Sunday and at least one (1) day after Super Bowl Sunday, that Officer must produce a physician's statement. Personal days, vacation days and compensatory time cannot be utilized on Super Bowl Sunday without prior approval of the Officer's immediate supervisor. Any verified violations of this provision will result in disciplinary action against that Officer(s). This provision shall not apply in emergent situations and whether a situation is deemed emergent shall be determined by the shift commander.
  
5. Paragraph B, above does not apply where an Officer assigned to a particular duty is to be held over beyond the expiration of his shift, up to a maximum of two (2) hours.

C. Restrictions on Overtime Assignments

1. No Officer will normally be compelled to work longer than twelve (12) consecutive hours in any twenty-four (24) hour period unless the Employer is unable to man the assignment or in the event of an emergency. In addition, no Officer will be mandated to work overtime on the last day of that Officer's regular work week or on the day before an approved minimum five (5) day vacation.

2. Officers will not be required to work overtime following a full day of training except in the event of an emergent situation. For purposes of this Section, an emergent situation is deemed to be the occurrence of unforeseen circumstances, events or conditions which constitute an unreasonable risk of danger to the life, health and safety of Officers and/or inmates of the Atlantic County Justice Facility or which create an unreasonable threat of excessive and serious damage to the property or premises of the Atlantic County Justice Facility. The decision as whether an emergent situation exists rest solely with the County Executive, the Department Head of Public Safety or the Division Director of Adult Detention (Warden).

D. Call Back

If an Officer is called back to work at a time other than his assigned work tour and is called back at a time not contiguous to the start of his work tour, such Officer shall be guaranteed a minimum of four (4) hours compensation at a rate of time and one-half (1 ½). Any Officer who is called in to work during his assigned shift which had been approved as vacation time, administrative leave or compensatory time shall be paid at the overtime rate (1 ½ times) and will not lose vacation, administrative or compensatory time for the time he was called in.

ARTICLE V

WAGES

A. Salary Scale.

Steps	2007	2008	2009	2010
1	31,879	32,835	33,984	36,152
2	33,939	34,957	36,180	38,152
3	34,454	35,487	36,729	40,152
4	36,514	37,609	38,925	42,152
5	40,634	41,853	43,317	44,833
6	45,269	46,627	48,258	49,948
7	51,939	55,400	57,339	59,346
8	59,228	61,597	63,907	62,905
9				66,463

The above referenced salary guide was formulated in the following manner:

1. \$1,350 consisting of hazardous duty pay was added to each step of the December 31, 2006 salary guide. In addition, a \$600 equity adjustment was added to steps 1 through 6 of the December 31, 2006 salary guide and a \$1,200 equity adjustment was made to step 7 of the December 31, 2006 salary guide. Effective January 1, 2007 each step of the December 31, 2006 guide was then increased by 3% except the maximum step. Effective January 1, 2007, a new maximum 8<sup>th</sup> step was added. All officers on steps 6 and 7 of the December 31, 2006 salary guide move to step 8 on January 1, 2007 and on that date, step 7 of the December 31, 2006 guide is increased by 4%. All percentage adjustments to steps 1 through 7 of the December 31, 2006 salary guide are in addition to the hazardous duty pay and equity adjustments mentioned above.
2. Effective January 1, 2008, steps 1 through 7 are increased by 3% and step 8 is increased by 4%.
3. Effective January 1, 2009, steps 1 through 7 are increased by 3.5% and step 8 is increased by 3.75%.
4. Effective January 1, 2010, a new maximum step 9 is added to the salary guide. All Officers on steps 7 and 8 of the December 31, 2009 guide shall move to the new step 9. Effective that date steps 1 through 7 are increased by 3.5% and step 8 is increased by 4%.
5. All salary increases are fully retroactive to January 1 of the year in which those increases apply.

B. Movement on the Above Guide

Movements across the grade (i.e, from year to year) shall occur on January 1 of each year whereas movements through the steps of the guide shall occur on an Officer's anniversary date.. The anniversary date for salary guide purposes shall be the first (1<sup>st</sup>) of the month following the Officer's actual anniversary date. Movement to the maximum step shall be on January 1 of the Officer's maximum year (i.e, an Officer on step 7 in 2007 will move to step 8 in January 1, 2008)

B. Longevity Scale

1st day of the 6th year through the last day of the 10 <sup>th</sup> year	\$ 800
1st day of the 11th year through the last day of the 15 <sup>th</sup> year	\$ 1150
1st day of 16th year through the last day of the 20th year	\$ 1700
1st day of the 21st year	\$ 2500

Longevity shall be based on actual hire date and payment regarding same shall be made in the pay subsequent to the one in which such hire date occurs.

C. Grand Jury or Court Time

Any Officer required, by the Employer, to appear before any court or Grand Jury shall either receive regular pay if on duty, or if off duty, shall be compensated for such time at the overtime rate of pay, if applicable. When an Officer is required to appear before any court or grand jury as a result of the Officer acting in his or her duties as a law enforcement officer, whether on or off duty, the Officer shall be compensated for such time which may be at the overtime rate of pay if applicable. This provision shall not apply to court appearances resulting from law suits filed by the Officer against the County, its agents, servants or fellow employees.

E. SERT Team Stipend

Effective January 1, 2009, all members of the Special Emergency Response Team (SERT) shall receive an annual \$500.00 stipend which will not be part of an Officer's base salary.

F. Educational Bonus

1. Any Officer who obtains the following degrees shall receive an educational bonus, not to be added to base, as follows:

Associates Degree- \$ 250.00

Bachelor's Degree- \$ 500.00

Master's Degree- \$ 1000

2. A degree must be in a discipline directly job related or job essential, be awarded by the end of the year prior to which the bonus is sought and a transcript evidencing receipt of such degree must be forwarded to the County Personnel Office. The bonus is to be paid in a lump sum on or around March 1st of each year and is not to be included in base pay.

G. Separate Check

All monies allocated to bonuses and lump sum payments including Attendance Bonus, Holiday Pay, Educational Bonus, SERT Team Stipend, etc. shall be paid by separate check and shall not be included in base pay.



**ARTICLE VI**

**UNIFORMS**

A. Uniform Allowance

1. Officers shall receive an annual clothing allowance as follows:

Effective January 1, 2007 - \$1,350

Effective January 1, 2008 - \$1,350

Effective January 1, 2009 - \$1,350

Effective January 1, 2010 - \$1,350

1st 50% of said allowance is to be paid no later than April 15 and the 2nd 50% no later than November 15th each year.

2. Newly hired Officers who are given three (3) new sets of uniforms shall not be entitled to any uniform allowance in their 1st year of hire as stated above. If the newly hired employee is provided with used sets of uniforms, then the Officers shall be entitled to receive the uniform allowance stated above which shall be prorated with respect to the Officer's date of hire.

## ARTICLE VII

### MEDICAL BENEFITS AND WORKERS' COMPENSATION

#### A. Medical Insurance

Officers and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with the provisions of the New Jersey State Health Benefits Program (SHBP). Officers shall be afforded a choice from among the Plans offered by the SHBP.

#### B. Prescription Drug Coverage

Prescription drug coverage shall be offered to all Officers and their dependents in accordance with the free standing Prescription Drug Plan offered by the New Jersey SHBP.

#### C. Dental and Optical Coverages

The Officers and their dependents shall also be afforded optical and dental coverages through the County's own provider contracts. All of the coverages outlined above will be furnished to the employees and their dependents without premium co-pays.

#### D. Eligible Dependents

Eligible dependents for comprehensive medical, hospital and prescription drug coverages shall be defined by the applicable regulations governing the New Jersey State Health Benefits Plan. This shall be the minimum listing of eligible dependents with additions allowable under any new plan in the event the plans are changed.

#### D. Health Benefits at Retirement

Effective January 1, 2007, an employee who retires shall be eligible for County paid health benefits for himself/herself and eligible dependents for three (3) years after retirement commencing with the employee's retirement date. Retirement is defined in accordance with N.J.S.A. 40A: 10-23 as having twenty-five (25) years or more of service credit in the State Pension Fund and a period of full-time service of twenty-five (25) years in Atlantic County at the time of retirement or upon reaching the age of sixty-two (62) years or older and having at

least fifteen (15) years of service with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the three (3) year period of employer paid coverage.

E. Leaves of Absence

When an employee is granted a leave of absence unrelated to any Family and Medical Leave Act, the coverage of that employee and his dependents will be terminated unless the employee reimburses the County in full for the premium due during the leave in advance of taking such leave. Employees can then re-enroll with the County group upon returning from the leave of absence. In no event can this period of reimbursed coverage exceed six (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.

G. Medical Examinations

A thorough medical examination will be given all Officers upon hiring, with the County paying 100% of the cost. The County shall also make available to each Officer a physical examination at least once annually upon the request of the Officer or the County. The Officer may be given a psychological examination at the discretion of the Department Head and at County expense.

H. Workers' Compensation

When an Officer is injured on duty during working hours, he/she will be entitled to workers' compensation benefits as set forth by New Jersey Statute (N.J.S. 34: 15). Officers injured or disabled in the course of their employment shall receive the difference between their regular rate of pay and disability or workers' compensation payments that they receive for a period not to exceed one (1) year. The County will provide, at its expense, medical screening for any Officer 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 Officer tests positive, the County will provide, at its expense, medical screening for the Officer's immediate family (those who reside with the Officer). Contagious diseases, for the purposes of this section include: AIDS, hepatitis, mononucleosis, strep infection, tuberculosis and herpes.

I. Opt-Out Plan

In the event amendments are made to the State Statutes which permit the County to offer a medical “opt-out” under the SHBP for any Officer who has medical insurance coverage from the spouse or other source, then the FOP and the County agree to reopen negotiations to attempt to negotiate opt-out terms consistent with statutory amendments.

ARTICLE VIII

HOLIDAYS

A. 1. There shall be thirteen (13) paid holidays per year, of which ten (10) shall be paid in a lump sum at the rate of time and one-half (1 ½) the straight time hourly rate 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. In the event an Officer is required to work on one of the above specified three (3) holidays, they shall be compensated for such work at one and one-half (1 ½) the straight time hourly rate. If any of the above three (3) specified holidays fall within an Officer's vacation period, it shall not be counted against vacation time.

2. The thirteen (13) paid holidays per year as follows:

New Years Day

Martin Luther King's Birthday

Lincoln's Birthday

President's Day

Good Friday

Memorial Day

July 4<sup>th</sup>

Labor Day

Columbus Day

General Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

B. In the initial year of hire, Officers will be paid for holidays occurring after the date of hire.

C. If the County Executive declares a day off or a partial day off with pay for other County employees, then the Officers covered by this Agreement who worked the day or any part thereof, shall receive an hour-for-hour adjustment for those hours worked. This provision shall

cover any Officers who work on any shift falling within the twenty-four (24) hour period of the declared day off or partial day off.

ARTICLE IX

VACATION

A. Vacation Entitlement

All full time employees shall receive the following vacation leave per calendar year:

1st Year.....	1 day per month worked
2nd - 5th year.....	15 days
5th -12th year.....	18 days
12th - 20th year.....	21 days
After 20 years.....	25 days

B. Vacation Carry Over

An Officer shall be allowed to carry over up to ten (10) days for two (2) subsequent years up to a maximum carry over of twenty (20) days. Such days shall be paid at the rate applicable when earned.

C. Payment Upon Death of an Officer

Upon the death of an Officer, all accrued and earned leaves (excepting sick and administrative leaves) shall be paid to the estate.

D. Payment Upon Separation

An Officer retiring or otherwise separating from employment shall be entitled to pro-rata vacation allowance for the year in which the separation becomes effective. The Officer shall also be compensated in a lump sum payment for any unused and accrued vacation leave which may have been carried over at the Officer's current rate of pay.

E. Vacation Requests

1. Commencing on October 1 of each year, every Officer shall submit in seniority order, one (1) request for preferred vacations for the subsequent year. This request shall be for a minimum of five (5) consecutive working days in length not including an Officer's regular days off.

2. On December 1 at 0500 hrs. of each year, (when the Operations Unit opens for official business) through December 6 (at the close of official Operations Unit business), a second round of five (5) minimum consecutive day vacation requests will be accepted. The accepted requests will be placed in seniority order and processed under established minimum staffing guidelines.
3. Beginning December 7 at 0500 hrs. of each year, (when the Operations Unit opens for official business) single day vacation requests will be accepted on a first come-first serve basis. The accepted request will be processed under established minimum staffing guidelines.
4. All vacation requests covered under this Agreement shall be hand-delivered to a Division of Adult Detention Operations Unit staff member.
5. Management shall respond within seventy-two (72) hours to all requests for vacation leave.
6. At least forty-eight (48) hours notice shall be provided for requests for each single day vacation and seniority shall resolve all conflicts.
7. Management shall post the minimum number of Officers needed for each shift. The Operations Unit shall post the number of Officers allowed off for each shift.
8. Upon request, the Warden or his Designee, with forty-eight (48) hours notice, may authorize either a ½ day of vacation or administrative leave or comp time to any employee provided there is sufficient staffing on each shift with out requiring overtime.
9. Vacation leave for requested single vacation days as provided herein, will be granted if said use of vacation leave does not violate the posted minimum number of Officers as described above.
10. Each officer shall, however, be granted one (1) vacation day annually without regard to minimum staffing. The preceding shall also be limited to one (1) Officer per shift.



F. If an Officer has a medical documentation of a family member or themselves being sick, they can use their vacation or compensatory time in lieu of sick time.

ARTICLE X

SICK LEAVE

A. Sick leave shall be pursuant to N.J.A.C. 4A:6-1.3.

B. New Employees

1. New employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and a ½ working day if they begin on the 9th through the 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service.

Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

C. Immediate Family

“Immediate Family” is defined as: an employee’s spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father in law, mother in law, and other relatives residing in the employee’s household.

C. Notification

If any Officer is absent for reasons that entitle him/her to sick leave, his supervisor shall be notified at least ninety (90) minutes prior to the employee’s usual reporting time. In case sudden illness or emergency, exception may be granted by the Warden or his designee. Failure to provide such notification may be cause for denial of the use of sick leave and may constitute cause for disciplinary action. Absence without notice for three (3) days consecutive shall constitute a resignation.

D. Verification of Sick Leave

An Officer who is absent on sick leave may be required to submit acceptable medical evidence verifying the need for sick leave. Abuse of sick leave shall be cause for disciplinary action. Officers who call out sick on the last day of their work week must call in the next day to advise as to their availability for duty. If an Officer gets placed on the mandatory Doctor’s

list (which requires a Doctor's note every time the employee utilizes sick time) and the Officer does not show a sick time pattern within the previous six (6) months, the Officer will be taken off the mandatory Doctor's list.

E. Return to Duty

The Employer may require an Officer who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the Employer's expense, by a Physician chosen by the Officer from a panel of physicians designated by the employer. Such examination shall establish whether the Officer is capable or performing his/her normal duties and that his/her return will not jeopardize the health of the Officer or other employees.

F. Attendance Recognition Bonus

1. Officers shall receive an attendance recognition bonus each year, if eligible, based upon the following uses of sick leave from January through December in the prior calendar year:

0 days used.....	\$1,200.00
1 days used.....	\$500.00
2 days used.....	\$400.00
3 days used.....	\$300.00

2. In order to be eligible, an Officer must be employed and have actively worked for a minimum of 1,250 hours in the preceding calendar year and have no "W" time or suspensions except that this shall not affect any Officer on military leave or on approved FMLA/FLA leave.

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

5. The Bonus payment shall be paid to the Officer no later than January 30 of the year immediately following the year in which the bonus was earned.

F. Pay for Accumulated Sick Leave Upon Retirement

Any Officer covered under the terms of this Agreement who retires (as defined in Article VII- Medical benefits) from County service shall be paid for his accumulated sick leave as follows:

- a. Effective January 1, 2007 - Fifty percent (50%) of accrued sick leave up to a maximum of \$13,000.
- b. Effective January 1, 2008 - Fifty percent (50%) of accrued sick leave up to a maximum of \$14,000.
- c. Effective January 1, 2009 - Fifty percent (50%) of accrued sick leave up to a maximum of \$15,000.
- d. Effective January 1, 2010 – One hundred percent (100%) of accrued sick leave up to a maximum of \$15,000.

**ARTICLE XI**  
**LEAVES OF ABSENCE**

A. Administrative Leave (with pay)

1. All Officers covered by this Agreement shall be entitled to three (3) Administrative Days off annually.
2. Under normal circumstances, Administrative Days should be scheduled in advance except in emergent or extenuating circumstances. The Officer shall be required to provide documentation of the emergency or extenuating circumstance. Administrative time may be used in increments of one (1) hour. An officer may take one (1) Administrative Day per year with as little as twelve (12) hours notice to management. Officers cannot be refused administrative time unless there is already one (1) Officer from that shift utilizing Administrative time.
3. Officers shall make reasonable efforts to utilize Administrative time during the year in which it is earned. Consistent with staffing need, requests will not be unreasonably denied. If at the end of the calendar year all Administrative time has not been utilized, then the Officer shall be permitted to carry over up to one (1) year's accumulation. If at the end of the 2nd year it is still not used, it will be paid for at the then existing hourly rate. Management will provide Officers with notice of their accumulated Administrative time by January 1 and December 1 of each year.
4. Administrative days will be pro-rated based on date of hire.

B. Bereavement Leave (with pay)

1. A leave of absence with pay, up to three (3) days shall be granted to an Officer desiring such leave because of a death in the immediate family.
2. The definition of "Immediate Family" appears in Article X, Paragraph C.
3. A leave of absence for one (1) day shall be granted to Officers desiring such leave because of the death of an aunt or uncle of the Officer.

4. Use of sick time, vacation or administrative time in conjunction with bereavement leave will not be unreasonably denied.

C. Jury Duty Leave (with pay)

If an Officer is called for Jury Duty, the staff will use their best efforts to place the Officer on the second shift for those days when an Officer is required to report for Jury Duty. The Officer, when dismissed from Jury Duty, is required to return to the facility to finish the remainder of the shift. This provision will be handled by the Administration and is dependent at all times on the need to provide for the minimum staffing requirements.

D. Military Leaves of Absence (with or without pay)

Military leaves shall be granted in accordance with all state and federal laws.

E. Special Leave of Absence (without pay)

An Officer who is temporarily incapacitated and unable to perform his 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, upon approval, be extended for an additional six (6) months.

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 is granted for a particular reason and used for a purpose other than for which such leave has been granted, shall be an unauthorized absence and may be cause for disciplinary action.

G. Family and Medical Leave

1. It is the policy of Atlantic County Government, as a covered employer, to comply with the Family and Medical Leave Act (FMLA) and the Family Leave Act (FLA). Applicability of FMLA/FLA leave will be determined with reference to the statutes and their accompanying regulations. Employees should contact Human Resources for assistance and information on specific situations. This policy summarizes applicable regulations. The complete FMLA regulations appear at 29

C.F.R. §825 [www.dol.gov](http://www.dol.gov) and the complete FLA regulations appear at *N.J.A.C.* 13:14-1. Although this contract may add to your rights under the FMLA and the FLA, in instances where the FMLA and FLA and their regulations are more generous, they will be controlling.

2. Definitions

*Child.* Child means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

*Chronic Serious Health Condition.* A condition which: (i) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and (iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

*Immediate Family.* Parent, child, or spouse as defined in 29 C.F.R. § 825.200(9); *N.J.A.C.* 4A:6-1.21(b)(7).

*Key Employee.* An employee who is among the highest paid 10% of all County employees; whose base salary is within the highest 5%; or whose base salary is one of the seven highest.

*Parent.* Parent means a person who is the biological parent, adoptive parent, foster parent, stepparent, parent-in-law (not included under FMLA), or legal guardian, having a "parent-child relationship" with a child as defined by law or having sole or joint custody, care, guardianship, or visitation with a child.

*Serious Health Condition.* Serious Health Condition means an illness, injury, impairment, or physical or mental condition which requires:

- (i). inpatient care in a hospital, hospice, or residential care facility; or
- (ii). continuing medical treatment; or
- (iii). continuing supervision by a health care provider.

*Spouse.* A husband or wife as recognized by state law.

*Hours Worked.* For purposes of determining eligibility, hours worked means the actual hours worked as determined under the principles of the Fair Labor Standards Act.

3. Eligibility.

a. FLA leave:

- i. The employee has worked for the county for a total of 12 months, and
- ii. The employee has worked a minimum of 1000 hours in the past 12 months.

b. FMLA leave

- i The employee has worked for the county for a total of 12 months which need not have been consecutive, and
- ii The employee has worked a minimum of 1250 hours in the past 12 months.
- iii Special rules apply to Key Employees. Contact Human Resources for details.

4. Leave Entitlement

a. FMLA leave. An employee is entitled to a total of 12 work weeks of unpaid leave during the 12 month period measured forward from the date the employee's first FMLA leave begins, for any of the following reasons:

- i birth, adoption or placement for foster care of a child;
- ii to care for an immediate family member (spouse, parent or child) with a serious health condition;
- iii the employee's own serious health condition;
- iv chronic serious health condition.

b. FLA leave. An employee is entitled to a total of 12 work weeks of unpaid leave during a 24 month period measured forward from the commencement of the FLA leave, for any of the following reasons:

- i birth, adoption or placement for foster care of a child
- ii to care for an immediate family member (spouse, parent or child) with a serious health condition

NOTE: Because of the interaction of the FMLA and FLA there are some situations in which the length of leave entitlement will be more than 12 weeks. Also, leave for the birth, adoption or placement of a well child must be commenced within one year of the date of birth, adoption or placement and may be spread over a maximum period of 24 months. Consult Human Resources for specific leave determination.

c. Intermittent and Reduced Leave

- i. Intermittent and reduced leave are available under both the FMLA and FLA.
- ii. For FMLA/FLA leave taken for the birth or placement of a child, use of reduced or intermittent leave requires the consent of the county unless a serious or chronic serious health condition is involved.
- iii. Employees must make a reasonable effort to schedule reduced or intermittent leave so as not to disrupt the operations of the county.
- iv. Spouses. In conformance with New Jersey law, where a husband and wife both work for Atlantic County, they will not be required to share leave time.

d. Paid or Unpaid/ Relation to Other Leave Provisions



- i. The County will designate all qualifying absences as FMLA/FLA leave. The leave will run concurrent with absences including, but not limited to, Workers' Compensation, State Disability, a Medical Leave, a Personal Leave, the Disability Pool Program, Vacation, Administrative Leave and Sick Leave.
- ii. However, an employee may choose to use paid leave during an absence for an FMLA/FLA qualifying reason so that paid leave would be used concurrently with the unpaid FMLA/FLA entitlement. The County will not require employees to use paid leave time while out on FMLA/FLA leave. The parties further recognize that the County's obligation to provide FMLA leave in no way limits the County's legal obligation to provide reasonable accommodation to employees under the ADA or the NJLAD, their regulations and the administrative and decisional law interpreting those laws.

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

f. Other Benefits. It is the County's policy to maintain the following benefits under the indicated circumstances.

g. Life Insurance. For unpaid leaves, pension life insurance will continue for a period of up to two years.

h. Accrual of Pension Benefits. An employee does not earn service credits while on an unpaid leave of absence. Pension credit accrues as usual for paid leaves. For unpaid leaves, pension credit will not accrue. However, employees may have the opportunity to purchase the time, up to two years, by contacting the Division of Pensions within one (1) year of returning to active employment.

- i. Recovery of Costs of Maintaining Benefits. If you do not return to work following FMLA leave for at least 30 days for a reason other than: 1) the continuation, recurrence, or onset of a serious or chronic health condition which would entitle you to FMLA leave; or 2) other circumstances beyond your control, as defined by 29 C.F.R. 825.213(a) you may be required to reimburse the County for the County's share of health insurance premiums paid on your behalf during your FMLA leave.

5. Reinstatement Rights. At the expiration of an employee's FMLA/FLA leave the employee is entitled to be restored to the position held by the employee when the leave commenced or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment, unless the employee would have lost his or her position without regard to the leave, such as in a reduction in force. Special rules may apply to Key Employees. Employees who use leave beyond their FMLA/FLA entitlement are not covered by the FMLA/FLA protections, such as reinstatement, continuation of medical coverage, etc. once their FMLA/FLA leave entitlement is exhausted.

6. Notification by Employee

a. **Foreseeable Circumstances.** The employee is required to provide written notice to the county of the need to take FMLA/FLA leave 30 days in advance or as soon as practicable for birth, placement, or adoption of a child, and at least 15 days in advance or as soon as practicable for the serious or chronic serious health condition of the employee or an immediate family member. Failure to provide advance notice may delay the granting of FMLA/FLA leave until 30 or 15 days, as applicable, after notice is given.

b. **Unforeseen Circumstances.** When leave is not foreseeable, the employee is required to provide notice of the need to take FMLA/FLA leave as soon as practicable. Except in extraordinary circumstances, that would be no later than one or two working days. Initial notification may be oral to the department designee. The County may require written confirmation.

c. An employee must provide sufficient information to the county to establish an FMLA/FLA qualifying reason for the requested leave.

d. **Requesting Leave.** An employee who is requesting FMLA/FLA leave shall complete the County Request for Leave and submit it to their supervisor within the required time frame for notice.

e. **Certification.** The County requires the need for leave for the serious or chronic serious health condition of an employee or the employee's immediate family member be supported by a certification issued by a health care provider. The WH-380 Form is to be used for this purpose. Although an employee is required to provide the County with "medical facts" supporting the leave request, the employee need not provide the County with a diagnosis. The County also requires an employee to provide reasonable documentation or a statement of family relationship if the leave is to care for a family member.

f. **Initial Certification.** An employee must return the Form WH-380 as soon as possible, but no later than 15 calendar days after being informed of the need to provide certification. Failure to provide the certification in a timely manner may result in delay of the leave until the certification is received for foreseeable leave, and for unforeseeable leave, result in the delay of the continuation of the employee's leave until the certification is received. If the Form WH-380 is never presented by the employee, the leave will not be FMLA/FLA leave.

g. **Confirmation of Certification.** A health care provider representing the County may contact the employee's health care provider, with the employee's permission, for purposes of clarification and authenticity of the medical certification. If the County has reason to doubt the validity of a medical certification, the County may, at its own expense, require an employee to obtain a second medical certification from a health care provider. The County may choose the health care provider for the second opinion with certain restrictions.

If the opinions of the employee's and the County's health care providers differ, the County may require the employee to obtain a certification from a third health care provider at the County's expense. This third opinion, by a health care provider jointly

approved by the County and the employee, shall be final and binding. The County will provide the employee with a copy of the second and third medical opinions, where applicable, upon request by the employee. Absent extenuating circumstances, the requested copies are to be provided within two business days.

h. Recertification - The County may require an employee to submit subsequent recertifications on a periodic basis as provided under applicable law. The employee is responsible for the cost of the recertification. Failure to provide the recertification may result in the delay of the employee's continuation of FMLA/FLA leave.

i. Certification of Fitness to Return to Work - The County will require a certification of fitness to return to work under the same conditions as set forth in the paid sick leave policy. Failure to provide a return to work certification may result in delay of restoration to employment until the certification is submitted.

7. Period Within which Leave can be Taken. The period within which leave can be taken will be measured forward from the date the employee's first FMLA/FLA leave begins.

8. Outside Employment. Both the FMLA and the FLA have regulations which permit outside employment during qualifying leave. An employee should contact Human Resources for information on the ability to work another job while on FMLA/FLA leave.

9. Return to Work. The County requires an employee to report periodically on the employee's status and intention to return to work. The employee may return to work earlier than originally anticipated provided the employee gives the county two business days notice and a new medical note.

10. Determination of Leave Eligibility. The determination of whether an employee is entitled to FMLA/FLA leave and the amount of FMLA/FLA leave entitlement is to be made by the Division of Human Resources. Each department is responsible for notifying the Division of Human Resources of the following:

- a. any employee requests for FMLA/FLA leave;
- b. employee requests to use sick or other leave for reasons that qualify as a serious or chronic serious health condition;
- c. the name of any employee who has been out sick for six consecutive work days;
- d. the name of any employee who has no paid leave time available but needs to be absent from work due to a qualifying FMLA/FLA reason.

11. Notification of Leave Designation. The Division of Human Resources shall review all requests for time off which may qualify as FMLA/FLA leave and notify the requesting employee of the designation of the leave in accordance with the regulations through the use of the county notification form. If the county is unable to immediately obtain sufficient information to confirm eligibility as FMLA/FLA leave, the leave may be provisionally designated as FMLA/FLA leave pending confirmation. If further investigation fails to confirm a qualifying reason, the FMLA/FLA designation may be withdrawn on written notice to the employee.

12. Exercise of Rights. The County shall not take any adverse action against an employee who exercises his or her rights under the FMLA or FLA.



F. Meetings

The County will permit 2 FOP Officers to attend Lodge # 34 monthly meetings, provided that Officers from that shift hold one of the following offices within the Union: President, Vice President, 2nd Vice President, Secretary, Treasurer, State Trustee, Lodge Trustee, Shop Steward, Committee Chairperson or Sgt. at Arms. NO alcohol is to be consumed at such meetings.

**ARTICLE XIV**

**DUES DEDUCTION**

A. Dues Deductions

The County 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 County, 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 Officers for whom deductions were made. The certification list and remittance shall be made no later than the 10th day of the month following the deduction. A notice of desire to terminate the deduction of dues by any Officer must be received in writing by the County and the FOP no less than thirty (30) days prior to the effective date of the requested termination.

B. Agency Shop/Representation Fee

The County agrees to implement an Agency Shop/Representation Fee in accordance with Chapter 477 of the laws of 1979, with a representation fee for non-member Officers equivalent to eighty five (85%) of the regular membership dues, fees and assessments. The FOP, in exchange for implementation of said Agency Shop, hereby agrees to hold the County harmless against any and all claims or suits or any other liability occurring as the result of the implementation of this Agency Shop provision.

salaries of such employees in accordance with Paragraph 2. below the full amount of the representation fee and will promptly transmit the amount so deducted to the FOP.

2. Payroll Deduction

The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid ten (10) days after the receipt of the aforesaid list or thirty (30) days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deduction will begin with the first paycheck paid ten (10) days after the resumption of the employees employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If any employee who is required to pay a representation fee terminates his/her employment before the FOP has received the full amount of the representation fee to which it is entitled under the Article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year.

4. Mechanics

Except as otherwise provided in the Article, the mechanics for the deduction of the representation fees and the transmittal of such fees to the FOP will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the FOP.

5. Changes

The FOP will notify the employer in writing of any changes in the list described above and or the amount of representation fees and such changes will be reflected in any deductions made more than ten (10) days after the employer received said notice.

6. New Employees

On or about the first day of each month, beginning with the month this Agreement becomes effective, the employer will submit to the FOP a list of all employees who began their employment in a bargaining unit position during the proceeding thirty (30) days. The list will include names, job titles and dates of employment for all such employees.

7. Save Harmless

The FOP shall indemnify, defend and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of fee deductions by the employer for the FOP which the employer has remitted to the FOP pursuant to this article. The employer will give the FOP notice in writing of any claim, demand, suit, or other form of liability which arises.

E. Compliance

It is the intent of the parties to fully comply with the rules and regulations of the Public Employees Relations Commission (PERC). To the extent any procedure established by these provisions is not in harmony with same, the parties agree to promptly negotiate conforming replacement language.



**ARTICLE XVI**

**MAINTENANCE OF OPERATIONS**

A. It is recognized that the need for continues and uninterrupted operation of the Corrections Facility is of a paramount importance to the citizens of the County and that there should be no interference with such operations.

B. The FOP covenants and agrees that during the term of this Agreement, neither the FOP nor any person acting in its behalf will cause, authorize, engage in or sanction any job action (e.g. the concerted failure to report for duty, willful absence of an employee from his position, stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees' duties). The FOP agrees that such action would constitute a material breach of the Agreement. It is understood that employees who participate in such activities will be subject to disciplinary action.

C. Nothing contained in the Agreement shall be construed to restrict the County in its right to seek and obtain such relief as it may be entitled to have.

## ARTICLE XVII

### WORKING CONDITIONS AND SAFETY ITEMS

#### A. Transportation

Employees who are required to transport prisoners will, wherever possible and practicable, be selected to be of the same sex as the prisoner to be transported. At no time shall any one (1) Officer be required to transport more than three (3) prisoners (minimum security prisoners are excluded from this provision and are defined as road gang, weekenders and work release.

#### B. Medical Watch

When there is a medical watch (defined as a watch for the entire eight (8) hour period) the following shall occur:

1. Operations will call the assigned Officer prior to his/her shift (if the watch is known) to inform them of their assignment at the hospital – or location of the medical watch. If the Officer is not reached, the operations staff will leave a message at the number provided by the staff. Once a message is left, the operations staff will make no further notification attempts.
2. Lieutenants on any shift where there is a full eight (8) hour medical watch, the shift commander will inform the on-duty HEDS officer of the same – telling the officer who the assigned Officer is and where they are located (hospital room and contact number if known.)
3. HEDS – the HEDS staff will provide a 30 minute break to the assigned medical watch staff if desired. HEDS will call the assigned officer and the HEDS staff will designate the assigned break time based upon their work schedule. Depending upon work assignments and/or emergencies, the HEDS will provide the break for the assigned Officer if desired. While on break, the assigned med watch Officer cannot leave the facility unless carrying his/her radio so that if a HEDS emergency occurs, the HEDS Officer can contact them to return to the med watch immediately. In the event

there are two Officers in one hospital room, the staff assigned can break themselves and the HEDS staff need not be involved.

In circumstances where it is necessary for an Officer to take a short break (15 minutes or less) to use the facilities or for other personal needs, the Officer shall make arrangements with the hospital security. Such Officer shall not be held responsible for the custody and/or security of an inmate while the inmate is under the watch/supervision of hospital security provided the inmate is properly secured by the Officer in the first instance.

C. Training Academy

Pursuant to statute, employees are required to graduate from a certified Training Academy in order to obtain permanent employment.

D. Reimbursement of Training Expenses

Employees trained after May 1, 1999 shall reimburse the County for all "New Hire" training costs incurred in the event of separation from employment less than three (3) years from the start date of training. New Hire training costs include but not limited to the costs associated with the following: Interview, background, investigation, physical(s), uniforms, recruit salary during training and pro-rata costs of instruction and materials associated with the same.

E. Shank-Proof Vests

All new employees shall receive a clean, sanitized and properly fitted vest. Vests for any employee shall be replaced with a new vest at the manufacturer's recommendation or earlier if defective. All new employees will receive \$100 to purchase two (2) vest carriers. Replacements of vest carriers shall be the responsibility of the Officer, the cost of which may be covered under his annual clothing allowance.

F. Riot Gear

Adequate Riot gear and equipment to help facilitate the quelling of disturbances by inmates will be provided.

G. Hepatitis B Inoculations

Hepatitis B inoculations will be available to all employees on a voluntary basis and without charge. Such inoculations shall be administered by a licensed physician or R.N.

H. Health and Safety Inspection

A health and safety inspection of the Justice Facility shall be completed monthly. The written report shall be filed with the Department Head and a copy shall be available to the FOP.

I. Training and Certifications

The cost, equipment and time necessary to obtain the training and certifications required by the County for an Officer shall be provided and paid for by the County unless the Officer has received training prior to the start of his/her employment at the Justice Facility (subject to Paragraph C above).

**ARTICLE XVIII**  
**EMPLOYEE RIGHTS**

A. Officer's rights shall include, but not limited to, the following:

1. Political Activity

Except when on duty or acting in an official capacity, no Officer shall be prohibited from engaging in political activity.

2. Advice of Rights

All members of the force are citizens of the United States of America and 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 the State of New Jersey. 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 Officer 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:

a. An Officer has the right not to incriminate himself/herself by answering questions, oral or written, propounded to him/her in the course of the investigation, nor shall the Officer 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.

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

c. At the request of the Officer, a Union Representative will be present at any interrogation of the Officer. The Union 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 Officer as to his/her rights under this Article.

d. Any interrogation of the Officer shall be conducted at a reasonable hour, preferably at a time when the Officer is on duty, with reasonable notice given, unless the seriousness of the investigation is such that an immediate interrogation is required. If such an interrogation does occur during off-duty time of the Officer being interrogated, the Officer shall be compensated for such off-duty time in accordance with the provision of this Agreement.

e. 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: Warden's office, the office of the investigating officer, at the facility at which the Officer is employed, at a location mutually agreeable to the interrogating Officer and the Officer 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.

f. The Officer under investigation shall be informed of the nature of the investigation before any interrogation begins. The Officer shall also be informed not 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.

g. 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 address 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 Officer 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 Officer, the charges shall be reduced to writing and the name of the complainant must be included in the written charge.

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

i. The Department shall not cause an Officer to be subjected to visits by the press or other news media without the Officers express consent, nor shall the Officers home address, telephone number or photograph be given to the media without the Officers express consent.

j. If the interrogation is recorded, either by audio or visual recording, then all portions of the interrogation shall be so recorded, and the Officer, if he/she requests, shall be provided with a copy of the audio or visual recording at the Officers expense.

k. In the course of any investigation and or interrogation, the Officer 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 Officer shall have the right to provide a statement for the record, which statement shall be made part of the investigation.

l. 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 Officer in any

personnel, disciplinary or any other administrative action being taken with respect to the Officer's employment, including promotion.

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

n. Nothing in the foregoing shall abridge the right of the Warden, Commanding Officer or Supervisor to counsel with, advise, or admonish an Officer 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 protections set forth in this Agreement.

o. No dismissal, demotion, transfer, suspension, reassignment, denial of promotion or reassignment, or any other disciplinary action shall be taken against any Officer by reason of his/her lawful exercise of the rights and privileges guaranteed by the Constitution and Laws of the United States and of the State of New Jersey and or the rights guaranteed herein, or elsewhere in this Agreement.

### 3. Suspensions

No Officer shall suffer a suspension from duty with or without pay unless the suspension shall meet the requirements of the guidelines set forth by the Department regulations, Title 40A, Civil Service law and regulations and any other applicable law.

### 4. Outside Employment

No Officer shall be denied the opportunity to participate in secondary employment, subject to the County's right to restrict employment in such areas where conflict would exist. The County shall provide an Officer with a written explanation and rationale for such restriction if implemented.



5. Liability Insurance

The County will defend and indemnify each and every Officer against civil suits arising from their employment to the extent permitted by law. Members of the FOP Lodge # 34 agree to cooperate in the defense of any such claims. A current list of attorneys will be provided to the FOP on January 15 and July 15 of each calendar year.

6. Reservation of Rights

Nothing contained within this Article, nor this Agreement, shall limit or negate any right provided by or conferred upon any Officer by any Federal, State or Local Law, regulation, arbitration or judicial decision.

7. Officer's Bill of Rights

a. The Officer agrees that upon becoming involved as a party to litigation for a criminal or civil complaint that is job-related, to immediately notify the facility administrator or his/her designee of said legal action. The employer at the County's expense agrees to be responsible for an appropriate defense in accordance with law.

This provision shall not apply in a case where the Officer commenced a law suit against the County, its agents, servants or employees.

b. Personnel File

(1) Every Officer shall have the right to inspect and review his/her own individual personnel file at a reasonable time and upon reasonable notice to the facility administrator or his/her designee. The employer recognizes and agrees to permit this review and examination upon reasonable notice and time. Each Officer shall have the right to define, explain or object in writing to anything found in his/her personnel file. The Officer may be accompanied by a representative of the Association on his/her own time if he/she desires.

(2) Nothing adverse to any Officer shall be entered into their personnel file without the Officer being advised in advance and the Officer must sign the document prior to its being entered.

## ARTICLE XIX

### SENIORITY

#### A. Seniority Lists

Seniority lists will be developed and posted within thirty (30) days of the signing of this Agreement and shall be presumed to be accurate unless a question is raised by an individual, or the FOP, within thirty (30) calendar days of the posting. The seniority lists will be used for determining vacation selection as well as the scheduling of voluntary or mandatory overtime.

#### B. Bidding

1. Management shall provide a list of all bidded posts, shifts and days off. Starting July 1 of each year preceding an even numbered calendar year, an Officer may bid for an assignment for the post to be effective January 1 of the even numbered calendar year. By way of example, a bid for a post made July 1, 2007 becomes effective on January 1, 2008. Should an Officer not be reporting for regular work assignment at the main facility during the pendency of the bidding process, the FOP shall provide the bidding form to the Officer. Should an Officer not submit said bidding form as prescribed herein, then such Officer shall be assigned to a post at the discretion of management.

2. Management shall assign vacant bidded posts based upon seniority.

3. Any posts under the supervision of the Captain shall not be bid but shall be designated by the Director. All other open posts will be posted for seven (7) days. Any Officer interested shall file a report stating same. If there are two (2) or more open posts, then the Officer shall designate which is their first request, their second choice or so on. If the Officer does not designate this, then the operations staff shall do the same for them.

4. The Officer or Officers selected shall be selected based on seniority provided the Officer has the requisite qualifications for the position. The changes/moves shall be made the next time that shift moves are completed by operations. Any Officer who changes a shift/post may be required to change the prescheduled days off for vacations

and shall be responsible for doing so when necessary as opposed to staff already working on the shift/post.

**ARTICLE XX**

**LEGAL REPRESENTATION**

The County shall hold each Officer harmless from any loss of liability to any third person or persons arising out of any non-negligent act or failure to act in the course of his/her employment. The County shall reimburse any Officer for all necessary and reasonable expenses incident to the defense of such claim and the County shall provide a pool of Attorneys from which the Officer is to select the specific attorney of his/her choice. A list of the pool attorneys shall be current and shall be provided to the FOP on January 15 and July 15 of each calendar year.

**ARTICLE XXI**

**PRORATION AND RETROACTIVITY**

A. During the initial year of service, Officers having entitlements under the terms of this Agreement shall receive prorated payments for allowances, reimbursement and longevity.

Prorating shall commence with the date of entrance into the unit and end of December 31 of that year.

B. Officers on unpaid leaves or suspensions shall have no entitlements to allowances, stipends, reimbursements and longevity during the period of such leave or suspension.

C. Retroactive payments of any kind, including salary increases, will not be made for those Officers who separate from employment prior to the date on which payment is issued. The preceding sentence does not apply to Officers who retire during the life of this Agreement. ("Retirement" is defined in Article VII)

**ARTICLE XXII**

**FULLY BARGAINED CLAUSE**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could be the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter.

B. This Agreement shall not be amended, modified or supplemented in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. Health Hazards

Any Officer required/requested to transport or is in contact with any person carrying or having an infectious disease shall be notified of such in advance, if known. The County agrees to take all reasonable precautions regarding protection for the Officer. If a health hazard is not known until after an Officer's contact, the County will notify the Officer as soon as possible and any required medical exams and or treatment will be provided by the County at no cost to the Officer.

B. Nondiscrimination

There shall be no discrimination by the County or the FOP against any Officer because of the Officer's membership or non-membership in the FOP. Neither the County nor the FOP shall discriminate against any Officer because of race, creed, color, age, sex, marital status or national origin.

C. Separability

If any provision of this Agreement or any application of this Agreement to any Officer or group of Officers is held to be contrary to law, such provision shall be inoperative, but all provisions shall not be affected thereby and shall continue in full force and effect.

D. Continuation of Benefits


All terms and conditions of employment, including any past or present benefits, practices or privileges which are enjoyed by the employees covered by this Agreement that have not been included in this Agreement shall not be reduced or eliminated and shall be continued in full force and effect.

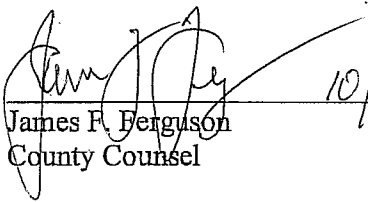
**ARTICLE XXIV**  
**DURATION OF AGREEMENT**

This Agreement shall be effective January 1, 2007 through December 31, 2010.

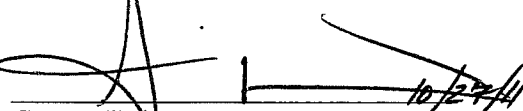
IN WITNESS WHEREOF, the parties have set their hands and seals.

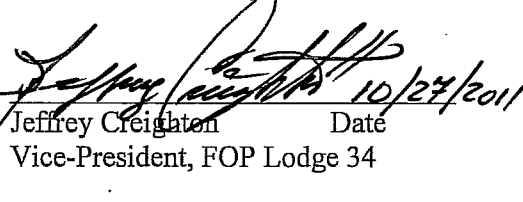
**COUNTY OF ATLANTIC**

  
\_\_\_\_\_  
Dennis Levinson                      Date  
County Executive

  
\_\_\_\_\_  
James F. Ferguson                      Date  
County Counsel                      10/31/11

**FOP LODGE # 34**

  
\_\_\_\_\_  
George Hebert                      Date  
President, FOP Lodge 34                      10/27/11

  
\_\_\_\_\_  
Jeffrey Creighton                      Date  
Vice-President, FOP Lodge 34                      10/27/2011