

**LABOR AGREEMENT**

between

**COUNTY OF ATLANTIC**



AND

**P.B.A. LOCAL # 243**

**JANUARY 1, 2013 through DECEMBER 31, 2017**

COUNTY AFFILIATION NUMBER 12

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## ARTICLE 1. GENERAL PROVISIONS

### 1.01 PREAMBLE AND RECOGNITION

A. THIS AGREEMENT by and between the COUNTY OF ATLANTIC and the ATLANTIC COUNTY SHERIFF (herein referred to as "Employer(s)") and the NEW JERSEY STATE PBA, LOCAL #243, (hereinafter referred to as "Employees") represents the complete and final understanding of all negotiable items which were or could have been the subject of negotiations between the parties.

B. The Employer, herein referred to as the County hereby recognizes the Atlantic County PBA Local #243, hereafter referred to as the Association, as the sole and exclusive collective negotiating agent and representative for all Sheriff's Officers and Sheriff's Investigators, but excluding the Sheriff, Under Sheriff, Chief Sheriff's Officer, Sergeants, Captains, and Lieutenants.

C. The title "officer" and "employee" shall be defined to include the plural as well as the singular and to include males and females, uniform members and non-uniformed members assigned to plain clothes.

## 1.02 DUES CHECK-OFF AND AGENCY SHOP

### A. DUES DEDUCTIONS

1. Employer agrees to deduct monthly membership dues in the Atlantic County PBA Local #243 from the pay of those employees who individually request in writing that such deductions be made. The amounts deducted shall be certified to the Employer by the Treasurer of the PBA, and the aggregate deductions of all Employees shall be remitted monthly to the Treasurer of the PBA, together with a list of the names of all Employees for whom deductions were made, by the 10th day of the succeeding month after the deductions are made.

2. Any written designation to terminate the deduction of P.B.A. dues must be received in writing by the Employer, and the P.B.A., and the filing of such notice of withdrawal shall be effective to halt deductions as of the first day of the month next succeeding the date on which the notice of withdrawal is filed.

### B. AGENCY SHOP

The County agrees to implement an Agency Shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to 85% of the regular membership dues, fees and assessments such fee is for collective bargaining representation. There will be no fraternal benefits extended to such non-members. The Union 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.

Dues deductions will be assessed to any regular appointed officer upon completion of PTC and certification in accordance with local PBA requirements.

### 1.03 NON-DISCRIMINATION

The COUNTY and ASSOCIATION agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation/ activity, private conduct or union activity which is permissible under law.

## 1.04 EMPLOYEE RIGHTS

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

A. Political Activity

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

B. Advice of Rights

All members of the force are citizens of the United States and of the State of New Jersey and, as such, are entitled to all rights and privileges guaranteed by the Constitutions and laws of the United States and of 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 Sheriff, a commanding Officer or other Officer of the Division and/or Department for any reason which could lead to criminal charges or disciplinary action:

1. An 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 Officers be compelled to give a statement, oral or written, relating to said investigation without first being read and having waived his/her Miranda rights if the allegation under investigation is criminal in nature.

2. At any point during an investigation an 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.
3. At the request of the Officer, a Union representative of the officer's choice 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.
4. 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 the off-duty time of the Officer being interrogated, the employee shall be compensated for such off-duty in accordance with the provision of the contract.
5. The interrogation shall take place at a location designated by the Sheriff or his/her designee, including the investigating officer. Unless the circumstances of the Investigations dictate otherwise, the location shall usually be at one of the following: the Sheriff'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.
6. The Officer under investigation shall be informed of the nature of the investigation before any interrogation begins. The Officer shall also be informed no later than the commencement of the interrogation of the name, rank and command of the Officer in charge of the investigation, the interrogating Officer and all persons who will be present during the interrogation.



7. All complaints must be reduced to writing as soon as possible during the course of the investigation. The writing shall include the nature of the investigation, the names and addresses of all complainants, provided, however, that the investigating Officer or a commanding Officer may be the complainant. In the event that the name of the actual complainant is unknown to the Department, or if the Department believes that the name of the complainant must be withheld, given the circumstances of the investigation, then the Department will so inform the 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.

8. The interrogation sessions shall be reasonable in length, and reasonable breaks shall be allowed for personal necessities, meals, and telephone calls 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 investigating Officer from informing the Officer of the possible consequences of the acts under investigation.

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

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

11. 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.

12. Whenever the result of any investigation and/or complaint is that the Officer is exonerated, the charges are deemed unfounded and/or the charges are for any reason dismissed, such file shall not in any way be used against the Officer in any personnel, disciplinary or any other administrative action being taken with respect to the Officer's employment, including promotion.

13. 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 action shall be taken against an Officer for refusal to submit to a polygraph examination.

14. Nothing in the foregoing shall abridge the right of the Sheriff, 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 Sheriff and of the Department to initiate discipline, as long as it is handled in a manner consistent with the protections set forth in this contract.

15. No dismissal, demotion, transfer, suspension, reassignment, denial of promotion or reassignment, or any other disciplinary action shall be taken against any Officer by reason of his/her lawful exercise of the rights and privileges 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 the contract.

C. 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, New Jersey Department of Personnel Law and Regulations and any other applicable law.

D. **Outside Employment**

No Officer shall be denied the opportunity to participate in secondary employment, subject to the Division's/Department's right to restrict employment in such areas where a conflict would exist.

E. **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 PBA Local #243 agree to cooperate in the defense of any such claims.

F. **Reservation of Rights**

Nothing contained within this Article, nor this contract, shall limit or negate any right provided by or conferred upon any Officer by any federal, state or local law, regulation, arbitration or judicial decision.

G. No employee shall be disciplined without just cause.

H. The Employer shall respect all Weingarten rights of employees.

I. The County and PBA Local 243 agree to form a committee made up of at least two representatives from management and two representatives from PBA Local 243. One management representative shall be the Sheriff and one employee representative shall be the President of PBA Local 243. The Committee shall meet at least quarterly to amicably discuss any issues of mutual concern and the possibility of an informal solution.

### 1.05 MANAGEMENT RIGHTS

A. It is the right of the Employer to:

1. determine the standards of selection for employment according to New Jersey Civil Service Commission (CSC) Rules and Regulations.
2. direct his employees;
3. maintain the efficiency of his operation;
4. take all necessary actions to carry out his mission in emergencies, emergencies to be construed as Acts of God;
5. exercise complete control and discretion over his organization and the technology of performing his work;
6. schedule employee work hours pursuant to the terms of this Agreement;

B. It is understood and agreed that the Employer, at his sole discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the Sheriff's Office, except as modified by this Agreement. Matters of inherent managerial policy are reserved exclusively to the Sheriff. These include, but shall not be limited to, such areas of discretion of policy as the functions and programs of the Sheriff (standards of service, the overall budget, utilization of technology, the organizational structure and selection and utilization of personnel). The listing of specific rights in this Article is not intended to be nor shall be considered restrictive or a waiver of any of the rights of management not listed herein.

## 2. FINANCIAL PROVISIONS

### 2.01 WORK SCHEDULES

A. All employees covered under this Agreement shall work a forty (40) hour week encompassing five (5) consecutive days of unbroken eight (8) hour shifts, which shall include a working lunch period. Said workdays shall be followed by two (2) consecutive days off.

B. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees. This section shall not apply to call-ins, or overtime, and shall not be utilized to deprive any employee of cash valuation for overtime.

C. The following work week schedules shall be observed:

1. Mays Landing Sup. Ct/Transport. - Mon thru Fri.

a. 0730 - 1530 hours

b. 0830 - 1630 hours

c. 1000 - 1800 hours

2. A.C. Sup. CT/Transport - Mon thru Fri.

a. 0700 - 1500 hours

b. 0830 - 1630 hours

c. 1000 - 1800 hours

3. Identification Unit - Monday - Friday

a. 0830 - 1630 hours

4. The hours of operation for the Legal and Investigative Unit, the Warrants Unit, the K-9 Unit, and the Bicycle Unit, will be flexible as determined by the Sheriff, but within the framework of the unbroken eight (8) hour shift, forty (40) hour schedule as set forth in paragraph "A" above.

5. Special Operations – Sunday – Saturday

a. 0800 - 1600 hours

b. 1600 - 2400 hours

c. 2400 - 0800 hours

d. Officers assigned to this unit shall work five (5) consecutive days with two (2) consecutive days off subject to paragraph A above.

6. The Sheriff reserves the right to modify schedules and the organizational structure of the department in accordance with operational needs, including but not limited to, scheduling for mandatory training and voluntary special operations. In non-volunteer situations the Sheriff shall provide the employee with at least two (2) weeks notice of the modified schedule. In the case of employees volunteering to modify their schedule there is no notice requirement.

D. Within each operational unit to which an employee is assigned (exclusive of Special Operations), employees will be afforded choice of shift (e.g., days, evenings, nights); and choice of available days off, in accordance with seniority based upon bargaining unit service except if departmental needs require a particular transfer. This will be accomplished by a posted semi-annual bid system. If an employee is transferred to another unit during a half-year period, he/she shall maintain his/her choice(s) that were made while serving in the previous unit.

1. Bids for work shifts commencing January 1<sup>st</sup> and ending June 30<sup>th</sup> shall be submitted by the employee between November 1<sup>st</sup> and November 30<sup>th</sup>. Management shall respond to the request no later than December 15<sup>th</sup>, and post such notice.

2. Bids for work shifts commencing July 1<sup>st</sup> and ending December 31<sup>st</sup> shall be submitted by the employee between May 1<sup>st</sup> and May 30<sup>th</sup>. Management shall respond to the request no later than June 15<sup>th</sup>, and post such notice.

E. Special Operations.

1. Assignments to the Special Operations unit will be open to all bargaining unit members through a sign-up and selection process. The sign-up sheet shall be posted from October 1<sup>st</sup> through October 15<sup>th</sup>. The Sheriff will select and post the names of the officers selected who will be assigned to the unit by December 1<sup>st</sup>. Officers selected will commence their assignments in the Special Operations Unit effective January 1<sup>st</sup>.

2. Four (4) employees shall be rotated in and four (4) employees shall be rotated out annually. Those employees having the most time in Special Operations shall be rotated out first and shall be ineligible for rotation back in for a period of two (2) years.

3. Bids for any of the three Special Operations shifts commencing January 1<sup>st</sup> and ending June 30<sup>th</sup> shall be submitted by the employee between November 1<sup>st</sup> and November 30<sup>th</sup>. Management shall respond to the request no later than December 15<sup>th</sup>.

4. Bids for any of the three Special Operations shifts commencing July 1<sup>st</sup> and ending December 31<sup>st</sup> shall be submitted by the employee between May 1<sup>st</sup> and May 30<sup>th</sup>.

Management shall respond to the request no later than June 15<sup>th</sup>.

F. Departmental employee request forms including, but not limited to: transfers, shift change, training, quarterly meetings, and contract meetings shall be developed. Management shall respond in writing to an employee's request within five (5) days of receipt of said form. Once the request has

been processed through the chain of command, a signed copy will be returned to the employee(s) initiating the request. A copy shall also be forwarded to the unit commander in which the employee requested the action.



## 2.02 SALARY

### A. Salary Guide.

i. The Union and the County agree that the following shall constitute the salary guide through 2017 for employees hired prior to January 1, 2014:

<u>Step</u>	2013	2014	2015	2016	2017
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	\$62,419	\$62,419	\$62,419	\$58,500	\$58,500
9	\$72,978	\$74,437	\$75,926	\$62,419	\$62,419
10	N/A	N/A	N/A	\$77,445	\$78,994

All of the above salary increases and changes shall be fully retroactive to their effective dates.

ii. The Union and the County agree that the following shall constitute the salary guide through 2017 for employees hired on or after January 1, 2014:

<u>Step</u>	2014	2015	2016	2017
1A (6 months)	\$25,500	\$26,000	\$26,500	\$27,000
1B (6 months)	\$33,101	\$33,101	\$33,101	\$33,101
2	\$37,304	\$37,304	\$37,304	\$37,304
3	\$39,354	\$39,354	\$39,354	\$39,354
4	\$40,982	\$40,982	\$40,982	\$40,982
5	\$44,476	\$44,476	\$44,476	\$44,476
6	\$47,534	\$47,534	\$47,534	\$47,534
7	\$50,377	\$50,377	\$50,377	\$50,377
8	\$54,377	\$54,377	\$54,377	\$54,377

9	\$58,377	\$58,377	\$58,377	\$58,377
10	\$62,419	\$62,419	\$62,419	\$62,419
11	\$65,919	\$65,919	\$65,919	\$65,919
12	\$69,419	\$69,419	\$69,419	\$69,419
13	\$74,437	\$75,926	\$77,445	\$78,994.

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

<u>HIRE DATE</u>	<u>ANNIVERSARY DATE</u>
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)

C. Upon reaching maximum salary on the salary guide, the employee shall be given an anniversary date of January 1<sup>st</sup> for the purpose of salary increase.

D. Newly employed Investigators shall move through the salary schedules as any other employee.

### 2.03 LONGEVITY

A. The following longevity provisions will apply to employees hired prior to January 1, 2014:

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Starting 1st day of 6th year through & including the last day of the 10th year	\$800	\$800	\$800	\$800	\$800
Starting 1st day of 11th year through & including the last day of the 15th year	\$1150	\$1150	\$1150	\$1150	\$1150
Starting 1st day of 16th year through & including the last day of the 20th year	\$1700	\$1700	\$1700	\$1700	\$1700
Starting 1st day of 21st year and years thereafter	\$2500	\$2500	\$2500	\$2500	\$2500

B. The following longevity provisions will apply to employees hired on or after January 1, 2014:

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Starting 1st day of 6th year through & including the last day of the 10th year	\$640	\$640	\$640	\$640

Starting 1st day of 11th year through & including the last day of the 15th year	\$920	\$920	\$920	\$920
Starting 1st day of 16th year through & including the last day of the 20th year	\$1360	\$1360	\$1360	\$1360
Starting 1st day of 21st year and years thereafter	\$2000	\$2000	\$2000	\$2000

C. Longevity shall be based upon initial hire date with Atlantic County.

## 2.04 CLOTHING ALLOWANCE

A. Each employee shall receive an annual \$675.00 maintenance allowance along with a \$675.00 clothing replacement allowance in one (1) lump payment of \$1,350.00 in the first pay in November, except as noted below for new employees. In the event an employee leaves the County between the time he/she receives the allowance in November and the end of that year, the employee shall not be required to refund any part of the allowance. It is further agreed that the lump sum payments listed above shall be paid to each employee by separate check and not be included in the employee's regular payroll check. Employees shall not be required to provide the County any receipts nor be subject to any "show down" inspections except that the County maintains the right to inspect any of the issued items with the exception of shirts, pants, ties, dress hat, and leather shoes upon reasonable request.

B. The following shall constitute all uniform and equipment items that an officer must have. All items will be provided for and replaced by the County except those items so noted as the individual's responsibility.

- 3- SHORT SLEEVE SHIRTS \*
- 3- LONG SLEEVE SHIRTS \*
- 3- PANTS\*
- 2- CLIP ON TIES\*
- 1- UNIFORM HAT \*
- 1- PR. LEATHER SHOES \*
- 1- DUFFLE BAG \* Effective Jan. 1, 2006

\* - These items are provided by the county as part of the initial issue for new employees. After receiving the initial issue, replacement of these items will be the responsibility of the individual.

- 
- Patches as needed
  - Service and Rank stripes as needed

- Silver and brass buttons as needed
- Chevrons as needed
- 2 – Engraved nameplates
- 2 – Breast Badges
- 1 – Hat Badge
- 1 – Hat cover
- 1 – Rain coat
- 1 – Winter coat
- 1 – Pr. Puncture proof gloves
- 1 – (Sam Browne Type) Weapon belt w/buckle
- 4 – Belt keepers (if needed)
- 1 – Duty Weapon
- 1 – Duty holster
- 1 – Magazine holder
- 3 – Magazines for duty weapon
- 1 – Pr. Hand cuffs w/keys
- 1 – Hand cuffs holder
- 1 – ASP
- 1 – ASP holder
- 1 – OC spray
- 1 – OC spray holder
- 1 – Mini streamlight flashlight (CR123A batteries supplied)
- 1 – Mini flashlight holder
- 1 – 800 MHZ radio
- 1 – Radio Charger
- 1 – Radio holder
- 1 – Level III military helmet w/faceshield
- 1 – Ballistic vest

If officers need replacement of any item on the above list, they must fill out an equipment request form and submit to their unit Supervisor. The Supervisor will submit the request to the Chief for replacement.

C. The County agrees to provide all items as enunciated in Section B to new employees upon being hired. New hires will only receive a \$675 maintenance allowance and will not receive a \$675 clothing replacement allowance in their first year of employment. Commencing their second year of employment, and thereafter for the life of this Agreement, they shall receive both the negotiated maintenance and replacement allowance.

D. The cost of any modification to the uniform requirement shall be borne by the Employer within the Sheriffs budget.

- E. Upon entry into the Academy, an appropriate academy uniform shall be issued.
- F. All items issued by the County to an employee must be turned in for exchange or replacement if damaged. All items issued must be turned in or accounted for upon severance of employment. Lost items will require an explanation. Replacement equipment shall be ordered promptly.
- G. An employee shall be allowed to wear short sleeved shirts from the first Monday in April through the first Monday in November of each year.
- H. Any uniforms damaged by an employee while working within the scope of his employment will be replaced by the County at no expense to the employee after the County is notified of such damage and the request for replacement. The employee shall turn in the damaged item(s). Such replacement shall be provided within a reasonable period of time from receipt of the request. This provision shall not apply in the event that damage to the Officer's uniform was through his/her own negligence or ordinary wear and tear.

## 2.05 STIPENDS AND FTO COMPENSATION.

A. **CDL Stipend.** Any employee whose position and duties require the holding of a C.D.L. license shall receive a \$700.00 annual stipend. In the event that an employee has a position and duties that require the holding of a C.D.L. license for part of a year, the employee shall be compensated on a prorated basis for the term in which the employee held a position requiring the holding of a C.D.L. to effectuate their duties. Such stipend shall be paid the second pay in November of each year. Employees shall pay for all costs related to licenses, blood tests, and special training mandated by the State or Federal Government.

B. **K-9 Stipend.** Any employee whose position and duties require the care for a Sheriff's K-9 shall be relieved during the first and last thirty (30) minutes of each tour of duty to care for the canine, kennel, and assigned equipment. In addition, such officers shall receive a \$1,500 annual stipend in consideration of the anticipated performance of canine-related tasks during off-duty hours and all other provisions contained in this section. The Parties anticipate that officers assigned to care for a K-9 will spend approximately five (5) off-duty hours per pay period to care for the K-9.

This section shall be read in conjunction with the County's K-9 Policy, as may be amended from time to time.

This stipend shall be paid the second pay in November of each year.

C. **Education Stipend.** Any employee who obtains or has obtained the following degrees shall receive an educational bonus, not added to base, as follows: Associate's Degree - \$250.00; Bachelor's Degree - \$500.00; Master's Degree - \$1,000.00. 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 COB personnel office. The bonus is to be paid in a lump sum by separate check no later than the last pay period in February of each year and is not to be included in base pay.

D. **FTO Compensation.** Each officer assigned as a Field Training Officer (FTO) shall receive one-half (1/2) hour compensatory time for each day assigned as an FTO.



## 2.06 OVERTIME

A. Overtime shall refer to any time worked beyond the regular hours of duty, as specified above and specifically includes any time in excess of forty (40) hours per week.

B. The following will be regarded as hours worked for the purpose of computing overtime:

1. All hours actually worked
2. Holidays (scheduled)
3. Days declared by County as days off
4. Bereavement Leave granted under Article 2.12, paragraph G.
5. Administrative days
6. Vacation days
7. Military Leave
8. Sick leave in the event that a duty detail or special duty detail is grant-funded.
9. Compensatory time, in the event that a duty detail or special duty detail is grant-funded.
10. Jury duty, in the event that a duty detail is or special duty detail is grant-funded.

C. Overtime shall be paid in cash, and shall be paid at time and one-half (1½) of the regular hourly rates of pay for such employee. The hourly rate for overtime shall be computed at the basic workweek of forty (40) hours per week. Bargaining unit members at their sole option shall be compensated for overtime by cash payment or the equivalent in compensatory time or a combination of cash and compensatory time in any pay period, with the exception of a duty detail or special duty detail that is grant-funded. However, compensatory time shall not exceed 480 hours.

In the event that a duty detail or special duty detail is grant-funded, bargaining unit members shall be compensated for overtime by cash payment.

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

E. No employee shall have his/her regular workweek schedule or regular day off schedule changed for the purpose of avoiding payment of overtime.

F. It is agreed that overtime will be distributed fairly among members on the list. The parties agree that the Sheriff or his designee shall post on a daily basis an overtime roster for each work unit. This roster shall be composed of all Sheriff's Officers, by order of seniority as members of the Sheriff's Office. All Officers, who accept, refuse or who are ordered to assume overtime, shall have such action noted on the roster. The roster shall operate on a rotational basis. Any Officer on any type of leave, including vacation, compensatory, administrative and sick, shall be ineligible for unit overtime, but shall be eligible for departmental overtime including vacation, compensatory, 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 on a daily basis. If an employee refuses overtime, he/she shall be skipped over until his/her name next appears in the rotation. 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. Available Overtime Details shall exclude officers with the rank of Sergeant or higher unless the detail requires a superior officer.

G. Employees who are required to work on a recognized County holiday shall receive, in addition to their holiday pay, time and one-half (1-1/2) their regular straight time hourly rate of pay for all hours worked.

H. If any law enforcement unit negotiates an improvement in the basis for overtime, the parties shall reopen negotiations for the limited purpose of this subject.

I. If employees are required to be on "standby", employees will receive two (2) hours of straight time for every eight (8) hours on standby with an eight (8) hour standby minimum.

J. If County offices are closed due to inclement weather and Sheriffs Officers are required to remain on duty or to report during the time the County offices are closed, the Officers who work in any site(s) in which County employees are either released or told not to report shall be compensated with one hour of compensatory time for each hour during which they are required to work when other employees are not.

K. Any employee required to appear before any court or grand jury for any work related reason, 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.

## 2.07 CALL-IN-TIME

A. Any employee who is requested to and does return to work during periods not contiguous to his/her regularly scheduled shift shall be paid overtime at the premium rate of-time and one-half (1 1/2) with a minimum guarantee of four (4) hours, except in the instance where the officer is called in one hour prior to his/her regularly scheduled shift, in which case he/she shall be paid a minimum of two (2) hours.

B. If any officer is called in to work during his/her regular shift when (s)he has received approved vacation time, said officer shall be paid at the overtime rate and will not lose vacation credit for the day called in.

C. Call-in time shall be paid portal-to-portal.

D. Call in List/Duty Roster

Call-ins will be based on the List/Duty Roster which will be updated on January 15 and July 15 of each year except for new employees who may sign up upon graduation from the Academy. A sign-up sheet shall be posted by the Sheriff. All sign-ups shall be completed within the fourteen (14) calendar days preceding the update. Copies of the completed sign-up sheets will be forwarded to the PBA upon request.

## 2.08 INSURANCE AND WORKERS' COMPENSATION

### A. Health Benefits

1. Employees and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with the provisions of New Jersey State Health Benefits Program.

2. Prescription drug coverage shall be offered to all employees and their dependents in accordance with the free standing prescription plan offered by the New Jersey State Health Plan.

3. Employees shall comply with Chapter 78 P.L. 2011 which includes the cost share of medical and prescription plan costs.

4. The employees and their dependents shall also be afforded optical and dental coverage through the County's own provider contracts. The Union and County agree that they will reopen negotiations should any coverage provision for optical or dental care change during the time frames of this contract.

5. Employee, as used herein, means a bargaining unit member who works 25 hours or more per week. Eligible dependents, for comprehensive medical, hospital, and prescription drug coverage under the New Jersey State Health Benefits Program, are an employee's spouse and/or children under age 26.

6. All of the coverages outlined above will be provided to the employees and their dependents subject to employee contributions mandated pursuant to Chapter 78 P.L. 2011 and shall extend at least throughout the duration of this Agreement and through the completion of negotiations for a successor Agreement.

### B. Health Benefits at Retirement - An employee who retires shall be eligible for County

health benefits coverage for three (3) years after retirement, commencing with the employee's retirement date. Post retirement health insurance contributions shall be limited to employee payments that are statutorily mandated pursuant to Chapter 78 P.L. 2011. Retirement is currently defined in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of full time service of up to 25 years with Atlantic County at the time of retirement or upon reaching the age of 62 or older and having at least 15 years of service with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the three (3) year period of employer-paid coverage.

For those employees hired before January 1, 1997, their prior law enforcement service shall be counted cumulatively as "service with Atlantic County" for the purpose of qualifying for County post-retirement health benefits as outlined above.

C. **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. If the employee opts not to pay for coverage, then benefits will be reactivated upon the employee's return from leave of absence. In no event can this period of reimbursed coverage exceed 6 months. Any employee who goes to an unpaid status for 15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

D. Those employees who meet the eligibility requirement for COBRA will be provided with continuation coverage under the provisions of COBRA as administered by the various plans.

E. **Worker's Compensation**

1. When an employee of the Atlantic County Sheriff's Office is injured on duty during working hours, he/she will be entitled to worker's compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15).

2. Employees disabled or injured in the course of their employment receive the difference between their regular rate of pay and disability or worker's compensation payments that they receive for a period not to exceed one (1) year.

3. Any employees disabled or injured on the job will be required to be examined by the County physician, or have his/her disability monitored by the County physician along with the attending physician of the injured employee. This Article shall not be construed so as to abrogate any rights provided to said employees by law.

F. In the event amendments are made to the State Statutes which would permit the County to offer a medical "opt-out" under the State Health Benefits Plan for any employee who has medical insurance coverage from a spouse or other source, then the Union and the County agree to reopen negotiations to attempt the negotiation of opt-out terms consistent with the statutory amendments.

## 2.09 HOLIDAYS AND PERSONAL TIME

A. The following holidays are recognized as paid holidays within the County:

- (1) NEW YEAR'S DAY
- (2) MARTIN LUTHER KING'S BIRTHDAY
- (3) WASHINGTON'S BIRTHDAY
- (4) LINCOLN'S BIRTHDAY
- (5) GOOD FRIDAY
- (6) MEMORIAL DAY
- (7) FOURTH OF JULY
- (8) LABOR DAY
- (9) COLUMBUS DAY
- (10) VETERANS DAY
- (11) GENERAL ELECTION DAY
- (12) THANKSGIVING DAY
- (13) CHRISTMAS DAY

B. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday.

C. If the County Executive declares the day after Thanksgiving a holiday for all other County employees, then, and in that event only, the Employees covered by this Agreement shall have that day as a holiday as well.

### PERSONAL TIME (ADMINISTRATIVE TIME)

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

- (1) New full-time employees hired in the first quarter of the calendar year are entitled to two (2) full days; those hired in the second quarter are entitled to one and one-half (1½) days; those hired in third quarter are entitled to one (1) day; and those hired during the last



quarter are entitled to one-half ( $\frac{1}{2}$ ) day. During all subsequent years, employees are entitled to three (3) full days.

(2) Under normal circumstances, administrative/personal time should be scheduled in advance. Administrative/personal time may be used in increments of one hour. An employee cannot call in for use of administrative time at the beginning of his/her scheduled shift. Use of this time for the beginning of a work shift must be approved in advance.

(3) Administrative/personal time must be taken within the year accrued.

## 2.10 TRAINING/TRAVEL TIME

A. The Employer shall budget the necessary appropriation for members of the Sheriffs Department to utilize, so that they may maintain the present level of credibility and expertise in their appropriate field.

1. The cost of training, educating and equipping Sheriff's Officers shall be borne by the Employer.

2. The Employer shall pay the full cost of training or education of any sheriff officer requested by the Employer to attend courses.

3. The Employer shall insure that all sheriff officers receive training at a Police Training Commission approved academy within 18 months of permanent appointment as a sheriff officer.

4. All notifications of training shall be posted by the Sheriff or his Designee. These notifications for training shall be posted for a minimum of ten (10) working days.

5. All interested officers shall submit in writing a request for above said training.

B. Employees who take training on their own time and expense directly related to their assignment shall be eligible for reimbursement for such training up to 90% provided that the training course was approved in advance by the Sheriff (in writing) and they successfully complete the entire training program as detailed in their request. Reimbursement within two (2) years from separation from County service, other than by retirement or death, shall be repaid.

C. Individuals who are assigned to extraditions or other assigned trips will claim only hours worked. There shall be no payment for sleep or recreation time. If travel time is required in excess

of an employee's normal commuting time due to the employee's being required to report to or leave from his/her normal work station, the difference between the two shall be claimed as hours worked if it is a work assignment. If the excess travel time is due to mandated school attendance, the difference shall be claimed as hours worked. No travel shall be claimed if attendance at the school or conference is permissive.

D. N.J.S.A. 34:15 et seq. (Worker's Compensation) applies to an employee en route to or from a "call-in," in the same way it applies to travel to or from a regular work shift.

## 2.11 SICK LEAVE

Permanent employees shall be entitled to the following sick leave with pay as accrued:

A. One working day sick leave with pay shall accrue for each month of service from the date of appointment to and including December 31 of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one-quarter (1¼) working days per month. If any permanent employee required none or a portion only of such allowable sick leave for any calendar year, the amount of such leave NOT taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

B. Sick leave for purposes herein defined means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, and a short period of emergency attendance upon a member of his/her immediate family and requiring the presence of the employee. An employee shall not be reimbursed for accrued sick leave at the time of resignation or termination of his/her employment except as provided below in paragraph F.

C. If an employee is absent for five (5) consecutive working days, for any of the reasons set forth in the above, the Employer shall require acceptable evidence. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate provided to the County. If a pattern of sick days evolves for any particular employee, the County may likewise require acceptable evidence.

D. An employee who does not expect to report to work because of personal illness, or for any reasons herein defined as sick leave, shall notify his/her immediate supervisor or duty Sergeant, by

telephone or by personal message at least one (1) hour before the start of the scheduled shift, except in the event of an emergency.

E. **DISABILITY LEAVE:**

In the event an employee becomes disabled, that employee shall be permitted to utilize accumulated sick leave for said purpose. If the accumulated sick leave is insufficient, the employee may utilize accumulated vacation, personal leave, etc. Should the employee exhaust all available paid leave, he/she shall be eligible to participate in the County Disability Pool, and be guaranteed the right to return to a similar position provided the disability is certified as temporary.

F. **TERMINAL LEAVE:**

Any employee covered under the terms of this Agreement who retires from County service under the Police and Fireman Retirement System or Public Employees Retirement System (P.E.R.S.) shall be paid one hundred (100%) percent of accrued sick leave, up to a maximum \$16,000 gross wage, effective January 1, 2006.

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

H. Any employee utilizing less than 41 hours of sick time (to include all uses of sick) in a calendar year will receive a bonus in the amount of \$200.00. An employee who comes on board within a calendar year and serves at least six (6) months with less than 20.5 hours of sick time shall receive a prorated amount of bonus not to exceed \$100.00 based upon the number of months employed by the department. Employees may have no "W" time or suspensions or LAW's during the calendar year. Approved military leave shall not be considered as a LAW in computing eligibility for this bonus. Payments shall be made in January of the following calendar year.

I. Members will be eligible for participation in the county Disability Pool. This pool has its purpose the granting of wage continuation to employees who, because of non job related illness, have exhausted all accrued sick, and vacation time.

J. Each member will supply two (2) sick days (to be matched by the County) so an appropriate bank of days can accumulate. Members may be required to contribute additional days to keep an appropriate amount of days in the pool. Upon exhaustion of all sick and vacation time; a member may utilize the pool for wage continuation to a maximum of 120 days.

K. The disability pool, in essence, advances a member's annual leave days in the case of disability. Upon return to work, the member must pay back the days utilized under the disability pool. The County will reclaim these days by deducting one-half (.5) of the member's sick and annual vacation time each subsequent calendar year until all time has been repaid, or at the employee's option such time may be repaid by using an employee's compensatory time.

## 2.12 LEAVES OF ABSENCE

A. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except for Military Leave. The Employee shall be entitled upon his/her return from leave of absence without pay, to all service credits earned up to the date his/her leave commenced.

B. Leaves of absence for employees may be granted as provided in New Jersey Civil Service Commission (CSC) Statutes, rules and regulations and as otherwise noted herein.

C. A permanent employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties, or for any reason considered valid by the Employer, desires to secure leave from regular duties, may, with the approval of the Employer, be granted a special leave of absence without pay for a period not to exceed six (6) months which may be extended for an additional six (6) months with the approval of the Employer. Any employee seeking such special leave without pay shall submit his/her request, in writing, stating the reasons why the request should be granted, the date when he/she desires the leave to begin, and the probable return date to duty.

D. Military Leave

1. Military leaves shall be granted in accordance with N.J.S.A 38A:4-4 as applicable to bargaining unit members.

(a) A bargaining unit member who is a member of the organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty; provided,

however, that the leaves of absence for Federal active duty or active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time.

(b) Leave of Absence for such military duty shall be in addition to the regular vacation allowed such officers and employees by the state, county or municipal law, ordinances, resolution or regulation.

2. Should such leave(s) occur, the bargaining unit member shall retain all benefits in accordance with applicable state and federal statutes, and this negotiated agreement.

E. Family and Medical Leave.

1. It is the policy of Atlantic County Government, as a covered employer, to comply with the Family and Medical Leave Act (FMLA) and the Family Leave Act (FLA). Applicability of FMLA/FLA leave will be determined with reference to the statutes and their accompanying regulations. Employees should contact 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 serious 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. Absence Without Leave

- 1. Any unauthorized absence of an employee from duty shall be an Absence Without Leave and is cause for disciplinary action.
- 2. Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be an unauthorized absence and may be cause for disciplinary action.

G. Bereavement Leave



1. A leave of absence with pay, up to three (3) days shall be granted to a permanent employee desiring such leave because of a death in the immediate family hereinafter defined:

- (a) Mother or Father
- (b) Mother or Father of the current spouse (Mother-in-Law or Father-in-Law)
- (c) Brother or Sister
- (d) Current Spouse
- (e) Children or Step Children of the Employee
- (f) Grandmother or Grandfather of the employee
- (g) Step-Mother or Step-Father of the employee
- (h) Brother or Sister of the current spouse (Brother-in-law or Sister-in law)
- (i) Grandchild

2. A leave of absence with pay for one (1) day shall be granted to permanent employees desiring such leave because of the death of an:

Aunt or Uncle of the employee

3. The use of sick time, vacation time or administrative leave time to extend bereavement leave shall not be unreasonably denied.

#### H. ABSENCE WITHOUT LEAVE.

1. Any unauthorized absence of an employee from duty shall be an absence without leave, also known as "W" time, and is cause for disciplinary action.
2. Leave granted for a particular reason and used for a purpose other than what the leave was granted for shall be an unauthorized absence and shall be cause for disciplinary action.

4. All requests for vacations will be processed in a timely manner with the employee receiving a written response no later than five (5) days after submission of the request.
- D. If a holiday occurs during a week in which vacation is taken by an employee, the day shall not be charged to annual leave.
- E. An employee who becomes ill during his/her vacation will not be charged vacation leave, but rather SICK LEAVE for the period of illness/injury provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.
- F. Any employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump-sum for the unused vacation he/she has accumulated up to the time of separation at his/her current rate of pay.
- G. If an employee is not able to take his or her vacation or any part thereof during the calendar year in which the vacation is earned because of the pressure of County business or the needs of the Departments, such vacation may be carried over into the following calendar year.
- In the event that the employee is still unable to utilize the vacation time thus carried forward due to workload, the employee will be able to carry up to two years of vacation days into the next calendar year. Vacation which remains unused other than because of the pressure of County business may be carried only into the subsequent year.
- H. A request for a full week of vacation ( 5 consecutive work days) will take priority over a request for a single day of vacation.

## ARTICLE 3 – PRACTICES AND PROCEDURES

### 3.01 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein will be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate members of the Department.
- C. The term "grievance as used herein, means any controversy, including minor discipline, arising over (1) the interpretation, application, or alleged violation of the terms and conditions of this Agreement, or (2) any controversy arising out of policies or administrative decisions affecting the terms and conditions of employment. A grievance may be raised by an individual, the Association on behalf of the individual, or a group of individuals.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent:

#### STEP 1

The grievance shall be submitted in writing to the immediate supervisor of the grievant within ten (10) business days of the occurrence of the grievance. The immediate supervisor shall submit a written answer to the local representative of the grievant within seven (7) business days of the submission date. "Business days" means any day the County is open, excluding holidays and other days in which the entire County is closed for whatever reason.

#### STEP 2

If the grievance is not satisfactorily adjusted at Step 1, the Local may appeal to the Undersheriff within five (5) business days after the receipt of the written answer in Step 1. The

Undersheriff will review the grievance and answer and submit his position in writing within five (5) business days of submission to Step 2.

### **STEP 3**

If the grievance is not satisfactorily adjusted at Step 2, the Local may appeal to the authorized representative of the County Sheriff within twenty (20) business days after receipt of the written answer in Step 2. The representative shall submit a written answer to the grievance within five (5) business days after submission to Step 3. Policy grievances affecting substantial numbers of employees covered by this Agreement may proceed directly to the Third Step of the Grievance Procedure.

### **STEP 4**

If the grievance is not settled through Steps One, Two or Three, and only if the grievance alleges a violation of the terms and conditions of the Agreement, then the grievant shall submit his/her grievance to the PBA and if the PBA determines the grievance to be meritorious, it shall submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within 10 business days of the date on which the response of the Sheriff was received or should have been received. The costs for the services of the arbitrator shall be borne by the loser of the arbitration. The arbitrator shall determine the loser. In the event that the arbitrator's award does not determine a loser, the cost shall be borne equally. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

#### **1. The Arbitrator**

The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provision of this Agreement

or any amendment or supplement thereto. The decision of the arbitrator shall be binding and final.

E. The designated Association representative shall be permitted as members of the grievance committee to confer with employees and the County on specific grievances in accordance with the grievance procedures set forth herein during work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Atlantic County Sheriff's Office or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

G. In the event the aggrieved elects to pursue remedies available through New Jersey Civil Service Commission (CSC), the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) business days after the decision rendered by the Sheriff's designated representative on the grievance. In the event the grievant pursues his/her remedies through CSC, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

### 3.02 SENIORITY

- A. Except as provided elsewhere in this Agreement, or by law, bargaining unit seniority for all benefits is determined by the date of hire in the bargaining unit.
- B. Transfers from outside of the department begin at the starting salary for the position.
- C. An employee having broken service with the Employer (as distinguished from a leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.
- D. If a question arises concerning two or more employees who were hired on the same date, preference shall be given in accordance with the Civil Service Commission Rules and Regulations (N.J.A.C. 4A:1-1.1 et seq.).
- E. Employer shall maintain an accurate, up-to-date seniority roster, which shall be posted quarterly, showing each employee's date of employment with the Sheriff's Office bargaining unit position, and classification, and shall furnish copies of same to the P.B.A upon request.
- F. Civil Service seniority for any investigator employed in the position of a Sheriff's Officer shall commence as of the date the investigator became a Sheriff's Officer pursuant to New Jersey Civil Service statutes, rules, and regulations.

### 3.03 FRINGE BENEFITS

#### A. EXTENDED MEDICAL COVERAGE.

A thorough medical examination, including but not limited to chest x-rays at the discretion of the physician, will be given all personnel upon hiring, at no cost to the Employee. Employer shall also make available to each employee a physical examination at least once annually upon the request of the employee or the Employer. Employer will also provide free medical screening for an employee who has on the job exposure or contact sufficient for contraction of the following contagious diseases for example: AIDS, hepatitis, herpes and tuberculosis and Lymes Disease; excluding colds; flu and minor illnesses. If an officer tests positive for AIDS, hepatitis, herpes, tuberculosis or Lymes Disease, the County will provide, at its expense, medical screenings for the officer's immediate family, who reside with him or her.

#### B. HOLD HARMLESS.

The Employer shall hold each employee harmless from any loss, claim or liability to any third person or persons arising out of any non-negligent action or non-negligent failure to act by any Employee in the course of his employment. The Employer shall reimburse any Employee for all necessary and reasonable expenses, including legal fees, incident to the defense of any such claim, however, the County shall provide annually a pool of attorneys from whom the individual employee may choose the specific attorney of his/her choice. In the event the individual requests the PBA to provide representation, the choice of counsel shall be that of the PBA.

#### C. UNION LEAVES.

The County agree to grant time off without loss of regular straight time pay to the State Delegate and the President of the Association (or appointed alternate) for the purpose of attending the regularly scheduled meetings of the State Association, state PBA conventions and national PBA conventions provided that at least forty-eight (48) hours written notice is given to the Employer in

order to secure other employee(s) to work in his/her/their place if required by the County. The Association shall designate, at the beginning of each year, the State Delegate.

D. **EMPLOYEE PERSONNEL FILES.**

An employee has the right of access to the County's official personnel file kept for the employee and all records as may be kept by the employer or his agents, pertaining to the employee, and the employer shall permit the employee to respond in writing to any document in said file, within six (6) months of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The employer agrees to provide the employee with one copy at no cost of any document or instrument contained in said files upon the request of the employee. Thereafter, any copies must be paid by the employee at the prevailing state rate. No unsigned document or instrument (except for regular employment records which by their nature require no signature) nor any document or instrument of unknown or questionable origin shall be used against any employee in disciplinary matters.

E. **USE OF VEHICLES.**

1. If a county car is available, employees will be allowed to use such car and work time will begin from the time the car is picked up until the time the car is dropped off.
2. If no car is available; employees shall contact an immediate supervisor for instructions. If directed to use their own personal vehicle by the supervisor, the employees will receive three (3) hours minimum pay. Also, they will be covered under worker's compensation for the period that they are driving their own automobile.

F. **DEATH BENEFITS.**

In the event of an employee's death prior to taking his/her holidays, vacation days or other compensatory time as provided in this Agreement, his/her estate or legal representative shall be paid



in a lump sum for the unused holidays, vacation days, or compensatory time he/she accrued and is owed up to the time of death at his/her current rate of pay.

G. **EARLY SEPARATION FROM DUTY.**

In the event of an employee's separation from service for any reason prior to taking his/her holidays, vacation days or other compensatory time as provided in this Agreement, he/she shall be paid in a lump sum for the unused holidays, vacation days or compensatory time he/she accrued and is owed up to the time of separation at his/her current rate of pay.

### 3.04 SAFETY, HEALTH AND ADMINISTRATION

A. The Employer shall provide Employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety, health and security.

B. Safety equipment in vehicles and buildings to which officers are assigned shall include, but not be limited to:

CPR vomit masks

eye goggles

first aid kits

rubber gloves

fire extinguishers

and other items necessary for officers engaged in their assigned work. Equipment shall be inspected monthly and repaired, replaced or refilled if found to be deficient in operation or supply.

C. All other Sheriff Officers' equipment, including but not limited to:

vehicles

fire arms

ballistic vests

helmets

shall be maintained in operable condition.

D. Employees who are subject to x-ray safety screenings as part of their job responsibilities shall receive, in writing, the results of exposure analysis study by the County.

### 3.05 HOSPITAL AND CUSTODIAL DETAILS

Detail for Local Police Agency Arrestee Being Admitted to an Atlantic County Hospital:

- a. The Union, the County and the Sheriff agree to abide by the September 17, 2008 directive issued by Atlantic County Director of the Division of Adult Detention Sean Thomas (the Directive), subject to the following additional requirements.
- b. When a call is received by the Operations Unit, or Shift Commander, of the Division of Adult Detention (Corrections) from an Atlantic County police agency concerning an arrestee being admitted to an Atlantic County hospital, the Operations Unit shall seek confirmation from the arresting agency both orally and by fax transmittal as to whether the arrestee is the subject of a County warrant.
- c. If the arrestee is not the subject of a County warrant, then the Corrections Unit shall undertake the hospital custodial duty in accordance with the aforementioned directive.
- d. If it is confirmed that the arrestee is the subject of a County warrant, then Sheriff's Officers shall perform the hospital custodial duty in accordance with the aforementioned directive by means of the following procedures:
  - i. If confirmation is received that the arrestee is the subject of a County warrant between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday (excluding county holidays), then the Corrections Operations unit shall contact the Sheriff's Office dispatcher who in turn shall contact the Operations Sergeant (or any other person so designated by the Sheriff) who shall then arrange for a Sheriff's Officer to cover the hospital detail in accordance with the standard procedures for overtime details in effect at the Sheriff's Office.

- ii. If confirmation of the arrestee's County warrant status is confirmed at any other times, then the Corrections Operations unit shall contact the Sheriff's Office dispatcher who shall then follow the Sheriff's Office procedures to cover the hospital detail in accordance with the standard procedures for overtime details in effect at the Sheriff's Office.
- e. In the event the procedures outlined in subsections d (i) and d (ii) result in no Sheriff's Officer being available for the detail or should Sheriff's Officers fail to respond to the request for the hospital custodial assignment within 2 hours of the request being made during the time frames Monday through Friday from 7:00 a.m. to 6:00 p.m. or within three hours of the request being made on weekends and holidays, or within 2 hours of the start of the upcoming shift, then Corrections Officers will undertake the assignment.
- f. The County agrees to provide quarterly activity reports relative to the issue of hospital custodial duty to the Union. These reports will be transmitted by the Division Director of Adult Detention to the Sheriff by the last weekend of each calendar quarter and the Sheriff in turn will provide a copy of the report to the Union representatives at the quarterly meetings held between the Sheriff and the Union.

Nothing in this article shall be deemed to alter the current practice with regard to an arrest made on an Atlantic County warrant in the tri-state area (meaning any other County in the State of New Jersey and in the states of Pennsylvania and Delaware). It is also understood that for purposes of this section, an Atlantic County warrant supersedes a municipal warrant.

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### 3.06 NOTICE OF TRANSFER/SHIFT ASSIGNMENT

Seven (7) days notice shall be provided for transfers and changes in shift assignments, except in emergent circumstances that require an immediate transfer or assignment by the Sheriff.

### 3.07 SEPARABILITY AND SAVINGS

A. If a provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members, is held to be invalid by operation of law by any Court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under any other applicable laws and regulations.

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

### 3.08 FULLY BARGAINED AGREEMENT

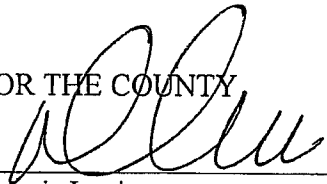
Both parties agree that this Agreement represents all appropriate bargainable issues. This Agreement incorporates all rights and obligations assumed by each to the other as a result of the collective bargaining process. This Agreement represents and incorporates the complete and final understanding and settlement by the parties regarding all bargaining issues, with the exception of those issues which are subject to the re-opening of this Agreement as specifically provided for within the terms and conditions of this Agreement, or those issues which may or could arise at a later date during the life of this Agreement which both parties recognize, by mutual consent, should or must be made a part of this Agreement.

3.09 DURATION

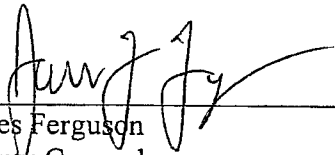
This Agreement shall be in full force and effect as of January 1, 2013, and shall remain in effect to and including December 31, 2017. The parties shall commence negotiations toward a successor agreement no later than September 1, 2017. Any Agreement so negotiated shall apply to all employees, be reduced to writing, and be signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in County of Atlantic, New Jersey.

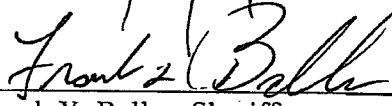
FOR THE COUNTY

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

Dated: 12/2/14

  
\_\_\_\_\_  
James Ferguson  
County Counsel

Dated: 10/25/14


  
\_\_\_\_\_  
Frank X. Balles, Sheriff

Dated: 10/24/2014

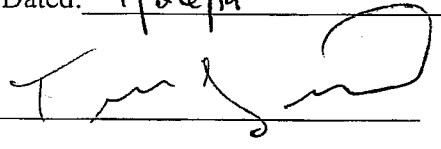
FOR THE ASSOCIATION

\_\_\_\_\_  
Jason Sheets, President  
PBA Local #243

Dated: 9/24/14

  
\_\_\_\_\_  
Thomas Wild, Negotiations Chair  
PBA Local #243

Dated: 9/26/14

  
\_\_\_\_\_  
PBA Local #243

Dated: 9/26/14