

LABOR AGREEMENT

BETWEEN

THE COUNTY OF ATLANTIC

AND

**F. O. P. LOCAL #112
THE INDEPENDENT SUPERIOR
OFFICERS OF ATLANTIC COUNTY**

2007-2010

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PREAMBLE

THIS AGREEMENT, between the COUNTY OF ATLANTIC (hereinafter referred to as "Employer") and FRATERNAL ORDER OF POLICE LOCAL #112, THE INDEPENDENT SUPERIOR OFFICERS OF ATLANTIC COUNTY (hereinafter referred to as the "Employee Organization"), represents the complete and final understanding on all negotiable items which were or could have been the subject of negotiations between the parties.

1 RECOGNITION

- 1.1 The County of Atlantic, hereinafter referred to as the Employer, hereby recognizes Fraternal Order of Police Local #112, The Independent Superior Officers of Atlantic County, hereinafter referred to as the Employee Organization, as the sole and exclusive collective negotiating agent and representative for all Correctional Officer Lieutenants and Captains, but excluding the Department Head, Division Director, Deputy Division Director, County Correction Sergeants, and County Corrections Officers.
- 1.2 The titles "Lieutenant," "Captain" and "Employee" shall be defined to include the plural as well as the singular and to include female as well as male gender. The term "employee" shall hereinafter refer to both Lieutenants and Captains.
- 1.3 The Employee Organization's President and Vice President shall have access to the Gormley Justice Facility when off duty to conduct organizational business. If the President or Vice President wishes to confer with any on duty organizational members, permission must be received from the Warden or his/her designee. The permission shall not be unreasonably denied, but the employer retains the right to manage and direct the working force in order to insure the efficient operation of the Department of Public Safety.

2 SENIORITY

- 2.1 Seniority is defined as an employee's total length of service beginning with the date of permanent appointment to their current position, i.e., Lieutenant or Captain.
- 2.2 Where two or more employees are permanently promoted to the same rank on the same date, seniority will be determined by the date of hire in the Department of Public Safety, Division of Adult Detention.
 - 2.2.1 Where two or more employees have both the same date of promotion to the same rank and the same date of hire as described above, then seniority shall be determined according to the position in the alphabet of the first letter of the last name of the employees. Where the first letter of the last names are the same, the seniority shall be

determined by the first letter of their first names. If the letter is the same, then determination shall be made by lot.

- 2.3 An employee having broken service with the employer (as distinguished from a leave of absence) or has voluntarily taken a reduction in rank, shall not accrue seniority credit for the time when not employed by the employer or holding the former rank.
- 2.4 The Employer shall maintain an accurate, up-to-date seniority roster, showing each employee's date of hire with the Department of Public Safety, Division of Adult Detention and civil service classifications as well as their dates of permanent appointment to given rank(s), and shall furnish copies of the roster to the organization's president upon request.
- 2.5 Lieutenants may bid for shift assignments based on seniority, with the Warden having final discretion. All other assignments in which a Lieutenant may serve, such as Operations Lieutenant, are not based on seniority and are at the sole discretion of the Warden.
- 2.6 The bidding process for Shift Lieutenants shall commence within thirty (30) days of the effective date of this bargaining agreement and be completed thirty (30) days thereafter. The bidding process shall then be completed every two (2) years beginning January 01, 2008, or as often as necessary due to vacancies. Bids will be conducted as follows: Operations Staff shall post, in the Operations Unit, a listing of all shift assignments available with the days off and their status (Primary or Secondary Shift Lieutenant). Operations Staff shall then contact each Lieutenant based on their seniority and that Lieutenant shall sign for their shift assignment in Operations until all vacancies have been filled. If a Lieutenant is out on an extended leave, vacation, sick, etc., the bidding process must stop until that Lieutenant can inform Operations of their bid, either in writing or verbally.

3 DUES CHECK-OFF AND AGENCY SHOP

- 3.1 Employer agrees to deduct monthly membership dues from the regularly issued paychecks of the individual members of The Independent Superior Officers of Atlantic County, provided those individual members request in writing that such deductions be made. Deductions shall be made at intervals convenient to the Employer, but no less frequently than monthly, and thereafter shall be certified along with remittance to the Treasurer of the organization, together with a list of the names of all employee members for whom deductions were made. The certification, list and remittance shall be made no later than the 10th day of the month succeeding the deduction.
- 3.2 A notice of desire to terminate the above mentioned deduction of dues by any Employee member must be received in writing by the Employer and Organization no less than thirty (30) days prior to the effective date of the requested termination.

- 3.3 The Employer agrees to implement an Agency Shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for nonmembers, equivalent to 85% of the regular membership dues, fees and assessments. The Organization, in exchange for implementation of said Agency Shop hereby agrees to hold the Employer harmless against any and all claims or suits or any other liability occurring as the result of the implementation of this Agency Shop provision.

4 WORK SCHEDULES

- 4.1 All employees covered under this Agreement shall work a 40 hour week, including a working lunch period. In addition, if they are involved in “a change of shift”, they shall report to duty thirty (30) minutes before the start of their shift. In order to be paid for these thirty (30) minutes, an employee whose assignment involves a change of shift, must report on time, i.e., thirty (30) minutes before shift only on those days wherein he/she is involved in a shift change situation. He/she is not to report and will not be paid for any muster time wherein there is no change of shift involved.
- 4.2 Regular work schedule shall be defined as a period of five (5) consecutive days of work and two (2) consecutive days off.
- 4.3 Employees shall be notified at least seven (7) days before any change in work schedule or days off. Less than seven (7) days notification may be given to an employee regarding any change in his/her regular work schedule or days off (permanent or not) only in the event of an emergency.
- 4.4 Employees shall not be scheduled to work more than two (2) distinct shifts within a given five (5) day work week except that the Warden or designee may depart from this practice in the event of an emergency; the circumstances constituting an emergency shall rest in the sole discretion of the Warden or his designee.
- 4.5 Captains will maintain a flex work schedule in accordance with the Warden’s discretion. To utilize flex time the following shall occur prior to its usage:
- 4.5.1. The request must be made to the Warden, or his designee, in writing (e-mail is sufficient) at least 48 hours in advance (unless it is a verifiable emergency subject to documentation). If it is after hours the Captain making the request shall contact the Warden by telephone and get verbal authorization with a follow up e-mail sent upon return to work.
- 4.5.2. There shall be ample staff and supervisory coverage in the Captain’s area/unit.
- 4.5.3. All flex time is based on the continued cooperation of all staff assigned this designation.

- 4.5.4. The designation for flex time is in the Captain's current assignment only. If the work assignment changes, the authority to flex may also change.

5 OVERTIME

- 5.1 Overtime will continue to be earned for hours worked beyond forty (40) hours in any week.
- 5.2 The following will be counted as hours worked for the purpose of computing overtime:
- 5.2.1 All hours actually worked;
 - 5.2.2 Holidays (New Years Day, Thanksgiving, Christmas);
 - 5.2.3 Bereavement days;
 - 5.2.4 Administrative days;
 - 5.2.5 Vacation days.
- 5.3 Overtime shall be paid at the rate of time and one-half (1-1/2) of the employee's regular hourly rate. The hourly rate of overtime shall be computed at the basic work week of forty (40) hours per week.
- 5.4 Overtime shall be paid no later than the second pay period after the overtime work is performed.
- 5.5 It is agreed that overtime will be distributed fairly among members qualified to do the assignment. The method of approach shall be to utilize a seniority list; if an employee does not desire voluntary overtime, he/she shall be skipped until his/her name next appears in rotation on the seniority list. The County shall have the right to assign overtime if the number of volunteers is not sufficient. Involuntary overtime shall be assigned based upon rotation in inverse seniority. Unless an emergency exists, a Lieutenant will not be ordered to come in and work on his/her regularly scheduled day off.
- 5.6 The Employer will advise Lieutenants each day as to who on each shift will be required to do mandatory overtime if it is needed on the succeeding shift and a volunteer cannot be found. A Lieutenant who is up for the mandatory overtime will be notified ninety (90) minutes before the end of his/her shift of the need for him/her to stay. If the Employer is not aware of this need prior to ninety (90) minutes before the end of the shift, then the Employer will advise the Lieutenants as soon as possible thereafter.

- 5.7 Employees working hours meeting the above criteria for the payment of overtime may, at their discretion, be paid in the form of time off with pay (Comp Time) at the rate of one and one-half hours off for every hour worked. Employees may accrue and maintain an unlimited amount of earned comp time. However, at the completion of a calendar year, an accrued balance of no more than 96 (Ninety-Six) hours of comp time may be “carried over” into the succeeding calendar year. The granting of “comp” time off shall not be unreasonably denied. Comp time may be taken in hourly increments.

6 CALL IN TIME

- 6.1 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 pay.
- 6.2 Call-in time begins when the employee arrives at his/her duty station and ends when his/her regular shift begins or when the work is completed, whichever occurs first. When an employee is called in prior to the normal start time of the shift, there shall be a minimum guarantee of two (2) hours paid at the rate of time and one-half (1-1/2) pay.
- 6.3 An employee who is called in (with less than twenty four hours notice) to work during his/her assigned shift which has been approved as vacation time or personal Administrative time, shall be paid at the overtime rate for the first eight hours and will not lose vacation or personal/Administrative time credit for the time he/she was called in (i.e., the vacation or personal time will be canceled).

7 HOLIDAYS AND PERSONAL TIME

- 7.1 There shall be thirteen (13) paid holidays each year, of which ten (10) shall be paid in a lump sum at the rate of time and one-half (1-1/2) by the 15th of November of each year. The remaining three (3) holidays shall be celebrated on Thanksgiving Day, Christmas Day and New Year’s Day.
- 7.2 Lieutenants who are required to work on one of these three (3) holidays shall receive, in addition to their holiday pay, time and one-half of the regular straight time hourly rate of pay for all hours actually worked on the holiday.
- 7.3 If any of these three (3) holidays fall within an employee’s vacation period, it shall not be counted against vacation time.
- 7.4 If the County Executive declares the day after Thanksgiving a day off with pay for all other County employees or if the County Executive declares it a holiday, and in that event only, the employees covered by this agreement shall be granted a day off with pay. This day may be carried over into the next calendar year, and must be used/ taken by December 31 of the following year.

- 7.5 All employees covered by this agreement shall be entitled to three (3) personal (Administrative) days off annually.
- 7.6 Personal time may be used in increments of one (1) hour and normally should be scheduled in advance. Requests for use of personal time at the beginning of a work shift must be requested and approved in advance. One (1) "emergency" personal day per, calendar year may be used and shall be approved by the Warden or his designee provided that advance notice is given to the shift commander or operations unit by telephone or personal message at least 90 minutes before the start of the scheduled shift.
- 7.7 Employees shall make reasonable efforts to utilize personal time during the year it is accrued. With approval from the Warden or Department Head, unused Administrative time may be carried over into the next calendar year provided the affected Administrative time was requested one month in advance and by necessity same could not be used. Unused Administrative time will otherwise be forfeited at the end of the carry-over calendar year.

8 CLOTHING ALLOWANCE

Lieutenants shall receive a clothing maintenance allowance of the net sum total pay of \$1,400 to be paid no later than November 15th of each year.

9 SALARY

9.1 Lieutenants' base annual salaries shall be:

2007	\$72,986
2008	\$76,271
2009	\$79,894
2010	\$83,888

9.2 Captains' base annual salaries shall be:

2007	\$87,931
2008	\$91,888
2009	\$96,252
2010	\$101,065

The salary increase for 2007 shall be retroactive to January 1, 2007.

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

- 9.4 In addition to salary, Lieutenants shall receive the following net sum (paid on January 1st of each year) as hazardous duty pay for each year: \$1,550. This amount shall not be added to base salary.

10 SICK LEAVE

- 10.1 Permanent/provisional employees shall be entitled to the following sick leave with pay as accrued:
- 10.1.1 One working day sick leave with pay shall accrue for each month of service from date of hire up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one quarter (1 1/4) working days per month. If any employee requires 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.
 - 10.1.2 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 who is ill and requiring the presence of the employee.
 - 10.1.3 An employee who does not expect to report to work because of personal illness, or for any reasons herein defined as sick leave, shall notify the on duty Shift Commander or Operations Unit, by telephone or by personal message at least ninety (90) minutes before the start of the scheduled shift.
 - 10.1.4 An employee, in the case of personal illness or illness of a family member, shall at their discretion be authorized to utilize vacation or compensatory time in lieu of sick time provided, that the employee makes the request at the time he or she notifies the facility of the absence and provided further that the employee provides documentation of the illness. The failure of the employee to provide notification at the time of call in or to provide proper documentation upon request shall constitute a waiver of this provision and the employee shall be required to utilize sick time.
- 10.2 Members will be eligible for participation in the County Disability Pool. This pool has as its purpose the granting of wage continuation to employees who, because of non-job related illness, have exhausted all accrued sick and vacation time. Each member will supply two 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. The disability pool, in essence, advances a member's annual leave days in the case of disability. The employer shall provide an accounting to all employees upon members "supplying" sick days to be matched, including any "additional days" required. Upon return to work, the member must pay back the leave utilized under the disability pool. The County will reclaim their days by deducting one-half (1/2) of the member's sick and annual leave time each subsequent calendar year until all time has been repaid.

- 10.3 Any employee covered under the terms of this agreement who retires from County service under the Police and Fireman's Retirement System (PFRS) or Public Employees Retirement System (PERS) shall be paid (100%) of accrued sick leave up to a maximum of \$16,000 gross wage, effective January 1, 2007.
- 10.4 Any lieutenant utilizing less than forty-one (41) hours of sick time (to include all uses of sick) in a calendar year shall receive a bonus in the amount of \$500 to be paid in January of the following calendar year. Lieutenants may have no "W" time or suspensions during the calendar year.

11 LEAVES OF ABSENCE

- 11.1 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.
- 11.2 Leaves of absence for employees shall be granted as provided in Civil Services Statutes, rules and regulations and as otherwise noted herein.
- 11.3 A permanent employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties, or for any reason considered valid by the Department Head, desires to secure leave from regular duties, shall, with the approval of the Department Head, be granted a special leave of absence without pay for a period not to exceed six (6) months which may be extended for an additional six months with the approval of the Department Head. Any employee seeking such special leave without pay shall submit his/her request, in writing, to his/her immediate supervisor, stating the reasons why the request should be granted, the date when he/she desires the leave to begin, and the probable return date to duty.
- 11.4 **MILITARY LEAVE:** Any employee who is a member of the National Guard or Reserves of the Armed Forces of the United States of America and is required to undergo field training shall be granted a leave of absence with pay for the period of such training. This leave shall be in addition to the annual vacation leave

granted the employee, provided the employee presents the official notice of training from his/her commanding officer prior to the effective date of the leave of absence. No military leave of absence shall exceed two (2) weeks in any given calendar year.

11.5 Family and Medical Leave.

11.5.1 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 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.

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11.5.2 Definitions

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- a. 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.
- b. 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.).
- c. 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).
- d. 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.
- e. 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.
- f. 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.
- g. Spouse. A husband or wife as recognized by state law.

- h. 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.

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11.5.3 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.

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11.5.4 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) a 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 or chronic 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.

11.5.5 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.

a. 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.

11.5.6. 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. At the County's option, if the Form WH-380 is never presented by the employee, FMLA/FLA leave may be denied.

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.

11.5.7 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.

11.5.8 Outside Employment. Both the FMLA and the FLA have regulations which may 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.

11.5.9 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.

11.5.10 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.

11.5.11. 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.

11.5.12. 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.

11.6 ABSENCE WITHOUT LEAVE

11.6.1 Any unauthorized absence of an employee from duty shall be an Absence Without Leave and is cause for disciplinary action.

11.6.2 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.

11.7 BEREAVEMENT LEAVE

11.7.1 A leave of absence with pay for three (3) days shall be granted to a permanent employee desiring such leave because of any/each death of an immediate family member as defined in N.J.A.C. 4A:1-1.3 as: an employee's spouse, domestic partner, child, legal ward, legal guardian, grandfather, grandmother, grandchild, foster child, father, mother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

11.7.2 Bereavement leave will be granted for a maximum of three working days per death.

11.7.3 Employees in need of an extension of bereavement leave beyond the established number of days may have such extensions charged to available vacation, sick or administrative leave or a furlough leave may be requested. An employee may also apply for a leave of absence on an emergency basis if he/she has exhausted all regular time. Final approval of all sick leave shall rest with the Warden.

11.7.4 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.

11.7.5 The County recognizes its obligation to comply with the State Family and Medical Leave and the Federal Family and Medical Leave Acts.

12. VACATIONS

12.1 ENTITLEMENTS AND ACCRUAL

12.1.1 ENTITLEMENTS: All employees shall be entitled to the following annual vacation leave with pay based upon years of service with the Department:

12.1.1.1 Up to one year, 1 day per month

12.1.1.2 After 1 year & up to 5 years, 15 days annually

12.1.1.3 After 5 years & up to 12 years, 18 days annually

12.1.1.4 After 12 years & up to 20 years, 21 days annually

12.1.1.5 After 20 years, 25 days annually

12.1.2 ACCRUAL:

12.1.2.1 For employees who are in the year of service to increase their annual amount of vacation, specifically during the 1st year to 2nd year, the 5th year to the 6th year, the 12th year to the 13th year, and the 20th year to the 21st year, the advanced allotment for the first three (3) designated groups shall be:

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

12.1.2.1.2 For those hired between 5/1 and 8/31 -2 days added to prior year's allotment.

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

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

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

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

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

12.1.2.2.1.4 For those hired between 10/1 and 12/31 -1 day added to prior year's allotment.

- 12.2 Vacation pay shall be paid at the employee's regular straight time rate per their job classification.
- 12.3 Vacations shall be scheduled and granted, on the basis of seniority, for periods of time requested by the employee in accordance with the following conditions:
 - 12.3.1 On or before March 1 of each year, every employee shall submit a request for their vacation days. The request MUST at a minimum include a request for use of five (5) consecutive days of vacation. All vacation requests are guaranteed based on seniority.
 - 12.3.2 Any requests made subsequent to March 1 shall be granted on a first come-first served basis based upon the availability of slots. However, any employee requesting a block of at least five (5) days shall be given priority over a request for less than five (5) days.
 - 12.3.3 With regards to requests for a single day's vacation, at least forty-eight (48) hours notice shall be provided, and seniority shall resolve all conflicts.
 - 12.3.4 The granting of vacation leave is at all time subject to management's right to maintain efficient operations. Approved vacations shall not be denied except in emergencies.
 - 12.3.5 The employee may "carry-over" into a succeeding calendar year any unused vacation time up to the amount that the employee may earn in one year.
 - 12.3.6 Management shall respond promptly to all requests for vacation.
- 12.4 If a certain holiday occurs during the week in which vacation is taken by an employee, the day shall not be charged to annual leave; this only applies to Thanksgiving, Christmas and/or New Years day.
- 12.5 An employee separated from the service of the employer for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she has accrued up to the time of separation at his/her current rate of pay.

13 INSURANCE AND WORKERS' COMPENSATION

- 13.1 **MEDICAL INSURANCE:** Employees 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. Employees shall be afforded a choice from among the State Health Program's plan offerings.
- 13.1.1 Prescription drug coverage shall be offered to all employees and their dependents in accordance with the freestanding prescription plan offered by the New Jersey State Health Plan.
- 13.1.2 Employees and their dependents shall also be afforded optical and dental coverages through the County's own provider contracts.
- 13.1.3 All of the coverages outlined above will be furnished to the employees and their dependents without premium co-pays and shall extend at least throughout the duration of this Agreement.
- 13.1.4 Employee as used herein means a member of the bargaining unit. Your eligible dependents, for comprehensive medical, hospital and prescription drug coverage under the New Jersey State Health Benefits Program are currently defined as your spouse and/or your unmarried children under age 23 who live with you in a regular parent-child relationship. This includes children who are away at school as well as divorced children living at home and dependent upon you for support. Eligible dependents for optical and dental coverage are defined by the County's provider contracts.
- 13.1.5 **Health Benefits at Retirement.** An employee who retires shall be eligible for County paid health benefits coverage for three (3) years after retirement commencing with the employee's retirement date. Retirement is currently 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 plan and a period of full time service of twenty-five (25) years with Atlantic County at the time of retirement or upon reaching the age of 62 or older and having at least fifteen (15) years of service with Atlantic County. Health benefits coverage is defined as the coverage 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.
- 13.1.6 Upon the completion of the three (3) years paid Health Benefits coverage by the County, the "retiree" will then have the opportunity to purchase Health Benefits coverage from the New Jersey State Health Plan by means of a deduction from the retiree's state pension benefit.
- 13.1.7 **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 6 months. Any employee who goes to an unpaid status, unrelated to Family Leave, for 15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

13.1.8 Effective August 1, 2003 eligible employees and their families will be offered temporary extension of health coverage called continuation coverage under the COBRA provisions of the New Jersey State Health Benefits Program.

13.1.9 WORKERS' COMPENSATION

13.1.9.1 When an employee of this unit is injured on duty during working hours, he/she will be entitled to Workers' Compensation benefits as set forth in NJSA34:15.

13.1.9.2 Employees disabled or injured 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.

14 GRIEVANCE PROCEDURE

14.1 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.

14.2 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.

14.3 The term "grievance" as used herein, means any controversy arising over (1) the interpretation, application, or alleged violation of the terms and conditions of this agreement, or (2) any controversy arising out of policies or administrative decisions affecting the terms and conditions of employment. A "grievance" may be raised by an individual, the association on behalf of an individual, or a group of individuals.

14.4 The following constitutes the sole and exclusive method for resolving grievances between parties covered by this agreement, and shall be followed in its entirety unless any step is waived by mutual written consent:

14.4.1 STEP 1: The grievance shall be submitted to the Warden/Division Director - within ten (10) calendar days of the occurrence of the grievance.

The Warden/Division Director shall submit a written answer to the Association's representative of the grievant within ten (10) calendar days of the submission date.

- 14.4.2 STEP 2: If the grievance is not satisfactorily adjusted at Step 1, the representative may appeal to the Department Head within ten (10) calendar days after receipt of the written answer in Step 1. The Department Head will review the grievance and answer and submit his/her position in writing within ten (10) calendar days of submission to Step 2.
- 14.4.3 STEP 3: If the grievance is not satisfactorily adjusted at Step 2, the representative may appeal to the authorized representative of the County Executive within ten (10) calendar days after receipt of the written answer in Step 2. The representative shall submit a written answer to the grievant within ten (10) calendar days after submission to Step 3. Policy grievances affecting substantial numbers of employees covered by this agreement may proceed directly to the Third Step of the Grievance Procedure. In the event that the Division Director and Department Head positions are held by the same person the grievance shall go from Step 1 directly to Step 3.
- 14.4.4 STEP 4: If the grievance is not settled through Steps 1,2, 3 and only if the grievance alleges a violation of the terms and conditions of the agreement, then the grievant shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) days of the date on which the response of the representative was received or should have been received. The costs for the services of the arbitrator shall be borne by the party against whom the arbitrator decides. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.
- 14.4.5 THE ARBITRATOR: The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding.
- 14.5 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 procedure set forth herein during work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Atlantic County Department of Public Safety or require the recall of off-duty employees.

14.6 The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit 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 dispositions 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 be 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.

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

15 TRAINING AND SECURITY

15.1 The Employer shall provide an ongoing program of in-service training for all personnel. All employees who work in, or supervise, continuing contact with inmates shall receive training as mandated by the Department of Public Safety. Firearms training shall be provided for personnel required to use firearms.

15.2 Supervisory training will be given to all employees.

15.3 The training advisory committee as already established by the Department of Public Safety shall include at least one lieutenant or one captain, to discuss, review and establish training needs for all Lieutenants/Captains of the Department of Public Safety.

16 FRINGE BENEFITS

16.1 The employer shall make available to each employee a physical examination at least once annually upon request of the employee or the employer. The employee may be given a psychological examination at the discretion of the Warden / Division Director or Department Head and at County expense. The County will provide, at its expense, medical screening for any employee who, after being exposed to a contagious disease, as part of his/her employment, either shows symptoms, or was so exposed under unusually dangerous conditions. If the employee tests positive, the County will provide, at its expense, medical screening for the employee's family (those who reside with the employee).

Contagious diseases, for the purpose of this section include: AIDS, hepatitis, mononucleosis, strep infection, tuberculosis and herpes.

- 16.2 The employer shall hold each employee harmless from any loss, claim or liability to any third person or persons arising out of any non-negligent action or failure to act by any employee in the course of his/her employment. This means an employee is not held harmless if his/her conduct is negligent, reckless, knowing or purposeful. The employer shall reimburse any employee for all necessary and reasonable expenses, including legal fees, incident to the defense of any such claim; however, the County shall provide a pool of attorneys from whom the individual employee may choose the specific attorney of his/her choice.
- 16.3 The County agrees to grant time off without the loss of regular straight time pay to the President and/or Vice President of the Association (or appointed alternate) for the purpose of attending scheduled meetings requested by his/her employer.
- 16.4 An employee has the right on his/her own time, to access 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 one (1) month of its being placed therein or from the date the employee has been informed of its placement therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The employer agrees to provide the employee a copy of any document or instrument contained in said files upon request of the employee. No unsigned document or instrument (except for regular employment records which by their nature require no signature) nor any document or instrument of unknown or questionable origin shall be used against any employee in disciplinary matters.
- 16.5 Any employee required to appear in Court on Departmental business during off duty hours shall be paid for that time at overtime rates as defined herein, measured from the time of leaving the Justice Facility to the Courthouse, until it's conclusion and back.
- 16.6 Employees who obtain the following degrees shall receive an education al bonus, not added to base, as follows: Associates Degree - \$250.00; Bachelors Degree - \$500.00; Masters Degree - \$1,000.00. A degree must be in a discipline directly job related or job essential (e.g., Criminal Justice, Political Science, Law Enforcement, Forensic Science, Corrections, Administration, Business, Social Science, Psychology, etc.), 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 COB Personnel Office. The bonus is to be paid in a lump sum on or about March 1 of each year and is not to be included in base pay.
- 16.7 When the County Executive (or his/her designee) makes a declaration that the County offices are closed due to a weather emergency, all employees shall

receive an additional Administrative day to use within the following calendar year.

17 MANAGEMENT'S RIGHTS

17.1 It is the right of the Employer:

17.1.1 To determine the standards or the selection of employees according to Civil Service Rules and Regulations;

17.1.2 To direct employees;

17.1.3 To maintain the efficiency of County operations;

17.1.4 To take all necessary actions to carry out the Department's responsibilities in - Emergencies;

17.1.5 To exercise complete control and discretion over the organization and the technology of performing the work;

17.1.6 To develop and assign all work schedules pursuant to the terms of this Agreement.

17.2 It is understood and agreed that the Employer, in his/her sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the County Department of Public Safety, except as limited by this agreement.

17.3 Matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion in policy as the functions, and programs of the Employer including, but not limited to standards of service, the overall budget, utilization of technology, the organizational structure and selection and utilization of personnel.

17.4 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.

18 LONGEVITY

18.1 The following longevity provisions will apply to all Employees covered by this Agreement. Longevity is defined as length of service with the Department and shall be paid in the net sum of total pay as follows and for each year:

Starting the 1st day of the 6th year through and including the last day of the 10th year: \$1,000;

Starting the 1st day of the 11th year through and including the last day of the 15th year: \$1,350;

Starting the 1st day of the 16th year through and including the last day of the 20th year: \$2,000;

Starting the 1st day of the 21st year thereafter: \$2,800.

- 18.2 Longevity pay shall be paid by established pay schedule or by the first pay period following the anniversary date, whichever comes first and is to be paid in a separate check.

19 SAFETY, HEALTH AND ADMINISTRATION

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

20 FULLY BARGAINED AGREEMENT

- 20.1 Both parties agree that this Agreement represents all appropriate issues subject to bargaining. 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 issues subject to bargaining, with the exception of those issues which are subject to the reopening of this Agreement as specifically provided for within the terms and conditions of this Agreement, or those issues which may or could arise at a later date during the life of this Agreement which both parties recognize, by mutual consent or must be made a part of the Agreement.

20.2 PRORATION AND RETRO ACTIVITY OF PAYMENTS

- 20.2.1 Employer agrees to pay employees according to the rates represented herein and retroactive to January 1, 2007. Such will be paid to the employees within thirty (30) days from the signing of this agreement.
- 20.2.2 During the initial year of service in the bargaining unit employees having entitlements shall receive pro rata payments for allowances, stipends, reimbursements and longevity. Proration shall commence with the date of entrance into the unit and end on December 31st of that year.

20.2.3 Employees on unpaid leaves or suspensions shall have NO entitlements to allowances, stipends, reimbursements and longevity during the period of the unpaid leaves or suspension.

20.2.4 Retroactive payments, of any kind, including salary increases, will not be made for those employees who separate from employment prior to the date on which payment is issued. The preceding sentence DOES NOT apply to retirees who retire during the life of this agreement.

20.3 SEPARABILITY AND SAVINGS

20.3.1 If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members, is held to be invalid by operation of law by the decision of any Court or other tribunal of competent jurisdiction, then such provisions 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.

20.3.2 Nothing contained herein shall be construed as denying or restricting any Employee's rights available under any other applicable laws and regulations.

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

20.3.4 Except as otherwise provided in the Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled by law.

20.3.5 Any changes or modifications in the terms and conditions of employment shall be made only after negotiation with the association. Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the Association before they are established.

20.3.6 Changes mandated by State or Federal Laws shall control the parties where appropriate.

21 DURATION

21.1 This Agreement shall be in full force and effective as of January 1, 2007, and shall remain in effect to and including December 31, 2010. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in

writing not later than sixty (60) days prior to the expiration of the Agreement. Any Agreement so negotiated shall apply to all employees, shall be reduced to writing, and shall be signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals below:

FOR THE INDEPENDENT SUPERIOR OFFICERS OF ATLANTIC COUNTY:

s/Joseph Bondiskey, Jr.
Joseph Bondiskey Jr
President / FOP #112 ISOAC

6/27/09
Date

s/Jeffrey Giberson
Jeffery Giberson
Treasurer /FOP #112 ISOAC

6/28/07
Date

s/Sean Thomas
Sean Thomas
Representative /FOP #112 ISOAC

6/27/07
Date

s/Geraldine D. Cohen
Geraldine Cohen
Representative /FOP #112 ISOAC

6/27/07
Date

FOR THE COUNTY OF ATLANTIC:

s/James F. Ferguson
James F. Ferguson
County Counsel

7/3/07
Date

s/Dennis Levinson
Dennis Levinson
County Executive

7/3/07
Date

Certification

I declare to the best of my knowledge and belief that the attached documents(s) are true electronic copies of the executed collective negotiations agreement(s).

Name James F. Ferguson

Title County Counsel