

AGREEMENT

Between

**CAPE MAY COUNTY
CAPE MAY COURT HOUSE, NEW JERSEY**

And

**CAPE MAY COUNTY
FRATERNAL ORDER OF POLICE (FOP) LODGE #7**

Effective January 1, 2005 through December 31, 2008

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PREAMBLE

This Agreement, entered into this day of , 2005, by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the “County”, and CAPE MAY COUNTY FRATERNAL ORDER OF POLICE (FOP) LODGE #7, hereinafter called “FOP”, represents the complete and final understanding on all issues bargained between the County and the FOP on behalf of the uniformed Correction Officers and Correction Officer Sergeants of the Cape May County Sheriff’s Office.

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, et seq.), of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the County and its employees; to prescribe the rights and duties of the County and the employees; and, to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the County of Cape May and its employees and the County.

ARTICLE TWO
RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Department of Personnel, Chapter 303 of the Laws of 1968, and, as amended, the statutes of the State of New Jersey, and the Resolutions and the Rules and Regulations of the County of Cape May. Where any Resolution or Rule and Regulation, or part thereof, of the County or its various Departments is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation or part thereof.

In accordance with the “Certification of Representative” of the Public Employment Relations Commission dated February 22, 1995 [Docket No. RO-95-154], the County recognizes the FOP as the sole and exclusive representative of all those certain employees of the County of Cape May covered in the aforementioned certification including all uniformed Correction Officers and Correction Officer Sergeants employed by the Cape May County Sheriff and the Cape May County Board of Chosen Freeholders, excluding all Lieutenants, Captains, Warden, Chief Sheriff’s Officer, Colonel/Undersheriff, Sheriff’s Investigators, civilian employees, part-time employees, temporary employees, seasonal employees, managerial executives, confidential employees, non-police employees, craft and professional employees.

ARTICLE THREE

MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the forgoing, the following rights:

1. To exercise all management functions and responsibilities, that the County has not expressly modified or restricted by a specific provision of this Agreement;

2. To exercise all management and administrative control of the County Government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the on-the-job activities of its employees;

3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the County;

4. To reprimand, suspend, demote, discharge or otherwise discipline employees for good and just cause;

5. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment;

6. To determine the number of employees and the duties to be performed;

7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;

8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the County;

9. To relieve employees from duty because of lack of work, lack of funding or other legal cause;

10. To determine the amount of overtime to be worked;

11. To determine the methods, means and personnel by which its operations are to be conducted;

12. To determine the content of work assignments; and,

13. To exercise complete control and discretion over its organization and the technology of performing its work.

B. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the County on behalf of the taxpayers and that the County cannot bargain away or eliminate any of its managerial rights.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

D. The County agrees to review and discuss with representatives of the FOP/PBA any managerial decisions affecting job classification or duty changes which may be created due to New Jersey Department of Personnel Reclassifications prior to implementation or any other matter that may affect hours, wages or conditions of employment.

E. The County agrees to hold harmless any member of the bargaining unit whose position or job classification may be affected by a New Jersey Department of Personnel Reclassification.

ARTICLE FOUR

DEFINITIONS

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicate otherwise:

Permanent Employee - means an employee who has acquired Department of Personnel permanent status in his/her position after the satisfactory completion of a working test period, the satisfactory completion of a required New Jersey Police Training Commission approved course of instruction, and the satisfactory completion of the probationary period of employment.

Provisional Appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Probationary Employee - means an employee who has been hired to fill an authorized vacancy, is completing a working test period, and up to one (1) year following the completion of the appropriate New Jersey Police Training Commission approved course of instruction.

Temporary Employee - means any person hired for a period of not more than six (6) months of employment in the aggregate during a calendar year period.

Part-Time Employee - an employee whose regular hours of work are less than thirty-five (35) hours per week.

Seasonal - employees who are hired for the same short period of time during the year.

Retired Employee - an employee who retires from a State administered retirement system.

Dependents - include employee's spouse and any employee's unmarried children (including any stepchildren, legally adopted children and foster children) dependent upon

employee for complete support and maintenance and who have been reported for insurance between birth and nineteen (19) years of age, or twenty-three (23) years of age, if a full-time student attending an accredited college. Persons insured as employees are not included as dependents.

Immediate Family - means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Grievance - any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions that affect the terms and conditions of employment of an employee.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant Employee - means individuals who are employed to fill positions funded wholly or at least fifty (50%) percent by State or Federal Grants.

Anniversary Date - all employees shall have an anniversary date of January 1st for purposes of computing vacation entitlement, salary step increases and any longevity payments.

ARTICLE FIVE
GRIEVANCE PROCEDURE

A. **Purpose.**

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 this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the FOP/PBA.

3. Any grievance may be raised by any employee or by the FOP/PBA.

B. **Steps of the Grievance Procedure.**

The following constitute 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 consent. For the purposes of this Article, “working days” shall be defined as Monday through Friday, excluding holidays, irrespective of the employee’s work schedule.

1. **STEP ONE:**

(a) An aggrieved employee shall institute an action under the provisions hereof by submitting his grievance in writing within five (5) working days after the occurrence upon a form provided by the FOP/PBA to the FOP/PBA Representative, who in turn shall forthwith file one (1) copy with the Sheriff’s Office Personnel Officer and one (1) copy with the

immediate Supervisor of the aggrieved employee. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and immediate Supervisor for the purpose of resolving the matter informally. Failure to file this grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

(b) The Supervisor shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance and shall entitle the employee to move the grievance to Step Two.

(c) Where the employee has no immediate Supervisor, he or she may proceed directly to Step Two hereof, subject to the time limitations provided for filing a grievance as provided under Step One.

2. **STEP TWO:**

(a) In the event a satisfactory settlement has not been reached with the Supervisor, the employee may appeal his/her grievance to the Sheriff or designee within five (5) working days following receipt by the employee of the written determination by the Supervisor. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Sheriff or designee.

(b) The Sheriff or designee shall render a written decision within five (5) working days from receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

3. **STEP THREE:**

In the event that the grievance has not been resolved at STEP TWO, the following provisions and procedures shall apply. The parties agree that there are two (2) types of grievances for the purposes hereinafter set forth, more particularly as follows:

Type One:

Grievances involving the meaning, application or interpretation of the terms of this Agreement.

Type Two:

Grievances involving the interpretation or application of Rules and Regulations, policies or administrative decisions which affect the terms and conditions of employment of an employee.

Type One Grievance

In the event that a Type One grievance has not been resolved at STEP TWO, the employee may, within ten (10) working days following receipt of the determination of the Sheriff or designee, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the employee shall elect to submit the Type One grievance for binding arbitration, the following provisions shall apply:

- (1) An arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.
- (2) The arbitrator shall be bound by the parameters of the Type One grievance definition stated above in this Article Five of this Agreement.
- (3) The decision of the arbitrator shall be final and binding upon the parties.
- (4) The costs of the services of the arbitrator shall be borne equally by the County and the FOP/PBA. The arbitrator shall set forth the findings of fact and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Type Two Grievance

In the event that a Type Two grievance has not been resolved at STEP TWO, the employee may, within ten (10) working days following receipt of the determination of the Sheriff or designee, submit the Type Two matter to the Public Employment Relations Commission for non-binding arbitration. In the event that the Employee shall elect to submit the Type Two grievance for non-binding arbitration, the following provisions shall apply:

- (1) An arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.
- (2) The arbitrator shall be bound by the parameters of the Type Two grievance definition stated above in this Article Five of this Agreement.
- (3) The decision of the arbitrator shall not be binding upon either party. Each party shall review the findings of the arbitrator and certify to the other within ten (10) days of receipt thereof in writing whether the finding will be accepted.

(4) The costs of services of the arbitrator shall be borne equally by the County and the FOP/PBA. The arbitrator shall set forth the findings of fact and reasons for making his non-binding decision within thirty (30) days after the conclusions of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the Employer and the FOP/PBA shall be utilized for any dispute covered by the terms of this Agreement or affecting the employees covered hereunder except for disciplinary matters.

C. **FOP/PBA Representation in Grievance Procedure.**

1. At the request of the aggrieved employee, a FOP/PBA representative may participate in the grievance procedure at Step One.

2. The representative or the President of the FOP/PBA may participate in the grievance procedure at Step One.

3. The representative and business agent or President of the FOP/PBA may participate in the grievance procedure at Step Two.

4. At any meeting between a representative of the County and an employee in which discipline (i.e. written warnings and reprimands, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a FOP/PBA representative may be present if the employee so requests.

5. All disciplinary matters will be handled under the present provisions of the New Jersey Department of Personnel Regulations and Statutory Law and will not be processed under the grievance procedure.

6. In the event an off-duty employee is subpoenaed by the County to testify or participate in any grievance or disciplinary hearing, he/she shall be paid at time and one-half (1½). In the event an on-duty employee is subpoenaed or called to testify or participate in any grievance or disciplinary hearing, he/she shall suffer no loss of pay.

7. The parties to the collective bargaining agreement agree that the FOP/PBA, and only the FOP/PBA, may process a grievance arbitration, whether binding or advisory.

ARTICLE SIX

DISCIPLINARY ACTION

A. The County acknowledges the principal of progressive discipline, consistent with the nature and severity of the offense. The discipline issued by the County may be in any of the following forms:

- Informal Counseling
- (a) Formal Counseling/Oral Warning
- (b) Written Warning
- (c) Written Reprimand
- (d) Minor Suspension - no more than five (5) days
- (e) Major Suspension - over five (5) days
- (f) Demotion
- (g) Dismissal

B. Prior to administering any discipline, the County shall undertake fair and objective fact-finding, which will provide the opportunity for the employee to present his/her response to any allegations.

C. The FOP/PBA President and/or designee (limited to one (1)) is entitled to attend Office of Administrative Law (OAL) hearings without loss of pay, provided that the County Administrator is given written notice of the designee.

D. The imposition of any disciplinary action will be in compliance with the current guidelines of the New Jersey State Attorney General.

ARTICLE SEVEN

SENIORITY

A. For the purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave and longevity, Seniority shall be defined as continuous employment with the County from the date of hire.

B. For purposes of promotions or demotions, Seniority shall be defined as length of service from date of employee's certification by the New Jersey Department of Personnel in his/her present title.

C. For purposes of layoff, Seniority shall be defined as the employee's length of service from date of initial certification by the Department of Personnel as a Sheriff's Officer or Correction Officer.

D. The County shall utilize experience, performance, ability, aptitude, qualifications, attendance, physical condition and the results of the New Jersey Department of Personnel examination as the criteria for promotions of employees to job classifications for a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.

E. The County shall mail or hand deliver to the FOP/PBA Representative at his/her office address, to be supplied to the County by the FOP/PBA, copies of all Job Opportunity Bulletins, New Jersey Department of Personnel Test Notifications and all other correspondence, notices or other materials forwarded to or received from the New Jersey Department of Personnel concerning job openings or opportunities within seventy-two (72) hours of receipt or transmittal of same.

ARTICLE EIGHT

UNION REPRESENTATIVES

A. Accredited representatives of the FOP/PBA may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the FOP/PBA decides to have its representative enter the County facilities or premises, it will request such permission from the appropriate County representatives and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of County government or normal duties of employees. There shall be no FOP/PBA business transacted nor meeting held on County time or property.

B. One (1) FOP/PBA Primary Representative and up to three (3) additional representatives may be elected to represent the FOP/PBA in grievances and other problems which might arise. The FOP/PBA shall furnish the Board of Chosen Freeholders and the Sheriff with the list of the elected FOP/PBA representatives at the time of execution of the contract and at anytime during which a change may be made during the term of the contract.

C. The County agrees to give time off the job and with pay for FOP/PBA representatives performing their FOP/PBA duties, such time shall not exceed two (2) hours per day. The FOP/PBA agrees to take all steps necessary to insure that this time is within reasonable limits.

D. Pursuant to N.J.S.A. 40A: 14-178, the County agrees to grant a leave of absence with pay to the duly authorized representative of the FOP/PBA to attend any State or National convention of such organization. A certificate of attendance to the State or National convention shall be submitted by the representative so attending. Leave of absence shall be for a period

inclusive of the duration of the convention, with a reasonable time allowed for time to travel to and from the convention.

ARTICLE NINE

HOURS AND OVERTIME

A. For all uniformed officers in the Sheriff's Office, the work week will consist of eight and one-quarter (8¼) hours per day, forty-one and one-quarter (41¼) hours per week, which may be scheduled Sunday through Saturday inclusive. All employees shall be scheduled for two consecutive twenty-four (24) hour periods off, within the workweek, except when changing steady shift assignments. Except in emergent situations, any variance of this provision will result in the affected officer receiving eight (8) hours overtime pay as outlined in Subsection B of this Article. The time taken for meals will be included in the day as part of the eight and one-quarter (8 ¼) hours per day, such time shall not exceed one hour.

B. Payment of overtime for all hours worked in excess of eight and one-quarter (8 ¼) hours per day or forty-one and one-quarter (41¼) hours per week and all hours worked on holidays shall be compensated for at the rate of one and one-half (1½) the straight time rate. Overtime will be compensated in one-half (1/2) hour units, fractional portions being counted as a full half (1/2) hour except that no payment will be made for an initial period of less than fifteen (15) minutes.

C. Officers and Sergeants shall be placed on separate overtime lists.

D. The employee shall have the option of receiving payment in cash or compensatory time for the hours worked in excess of the normal workday of eight and one-quarter (8¼) hours per day. In all cases where eight and one-quarter (8¼) hours per day have been exceeded, payment will be made in cash or compensatory time for the period exceeding normal hours in same pay period wherever possible.

E. Overtime shall be offered on a revolving list basis by shift. By January 1st annually, a list of employees shall be posted for each shift by seniority. For the purpose of placement on the overtime list, seniority shall be defined as length of service from date of employee's certification by the Department of Personnel in his/her present job title. This list shall be the basis for contacting employees on a rotating basis to offer overtime, subject to command requirements for staffing of adequate experienced personnel.

The Sheriff retains the discretion to choose the method of filling an overtime vacancy, but agrees that the employee to whom the overtime will first be offered, as well as subsequent offers, will be determined in accordance with the applicable shift overtime rotation list, subject to command determination of minimum adequate staffing by experienced personnel. These methods include: (1) holding over an on-duty employee for up to eight and one-quarter (8¼) hours; (2) calling in an employee from the affected shift who is scheduled for a day off; (3) calling an employee from the shift after the affected shift to report up to eight and one-quarter (8¼) hours early.

Any employee who declines a proffered overtime opportunity shall go to the bottom of the shift overtime rotation list. If the Sheriff documents an unsuccessful attempt to contact an off-duty employee at home, the Sheriff may move to the next person on the shift overtime rotation list, but such employee shall not be deemed to have declined a proffered overtime opportunity.

F. All employees when required to appear in any Court or Administrative Agency while off-duty for matters which arise out of the scope of their employment as a law enforcement officer, shall be entitled to overtime.

G. Employees shall be permitted to use compensatory time within a reasonable period after making a request unless the use of such time would be unduly disruptive to the Sheriff's Office. Compensatory time can be carried from one year to the next calendar year. In the event an employee has been unable to use compensatory time during the calendar year because such use has not been permitted by the County due to work requirements, then the employee shall be permitted to carry over and to use such time during the first calendar quarter of the next succeeding calendar year. In the event an employee has failed to utilize the compensatory time during the calendar year because said employee has not requested to use the employee's accrued compensatory time, then the County may direct the employee to take specific days off, over sixty (60) accumulated hours, during the first calendar quarter of the next succeeding calendar year until the previous year's compensatory time has been fully utilized.

In the event that an employee who has attempted to use compensatory time during the calendar year and has been denied permission by the County due to work requirements attempts again to use the compensatory time during the first calendar quarter, but is denied permission by the County due to work requirements, then the employee shall be afforded an additional three months (i.e., the second calendar quarter of the next succeeding calendar year) within which to use the accrued compensatory time from the prior calendar year. If the employee has failed to use the compensatory time during the first quarter because the employee has not requested to use the employee's accrued compensatory time, then the County may direct the employee to take specific days off during the first or second calendar quarter of the next succeeding calendar year until the previous year's compensatory time has been fully utilized.

If an employee whose compensatory time is carried over from the first to the second calendar quarter attempts to use compensatory time but is denied permission by the County due

to work requirements for two successive quarters of the succeeding calendar year as set forth above, the County shall be obligated to pay the employee not later than July 30th the cash value of the compensatory time utilization of which was denied by the County. Prior to directing an employee to take a specific day or days off, the County will confer with the employee and endeavor to determine mutually acceptable days off. If no mutually acceptable days off can be agreed upon, the County shall direct the specific days off, subject to the limitations set forth above.

Employees with over twenty-three (23) years of service may accumulate compensatory time up to the maximum allowed by Federal regulations.

H. All employees will start work fifteen (15) minutes prior to the commencement of his/her shift, which time is to be used as muster and prep time. When employees are otherwise called in prior to the commencement of their shift, they shall be paid at the rate of time and one-half (1½) for the time up to the start of the shift. Thereafter, the employee shall receive straight time for all hours, which fall within the employee's normal work hours. Employees' salaries, as set forth in Schedule A, reflect not only a resolution of a grievance arbitration (Docket No. AR-99- 794) which resolves the outstanding muster pay grievance, but takes into account monies covering all muster pay and one (1) general meeting/workshop per year called by the Sheriff. There shall be no additional money/stipend for muster time or for the general meeting/workshop. The general meeting/workshop shall not exceed three (3) hours in length.

I. When employees are called in for a specific duty assignment from an off-duty day or from between work shifts, they shall be paid a minimum of four (4) hours at straight time. The employer reserves the right to require the employee to work up to four (4) hours. If an employee attends a meeting on an off-duty status, he/she shall be paid at straight time rate, unless said time

exceeds forty-one and one-quarter (41¼) hours per week, at which time he/she shall be compensated at the rate of time and one-half (1½).

J. In the event employees are directed to remain on duty beyond the end of their shift, they shall be paid at the rate of time and one-half (1½) for the time up to the start of their next regularly scheduled shift.

K. Employees qualifying to carry off-duty weapons will qualify or re-qualify on their own time. Mandated re-qualification for service weapons will be done during on-duty hours. In the event such qualification cannot be scheduled during on-duty hours, then it shall be scheduled on off-duty hours and the employee will be paid at straight time.

L. Except as provided in Sub-paragraph J above, other types of in-service training if not during a normal working day should be paid at a rate one and one-half (1½). New officers attending the Basic Police or Basic Correctional Academy course shall not be eligible for travel time or overtime for any residential academy programs.

M. If an employee is given a work assignment that restricts the employee's freedom of movement to a fixed location other than work, the employee shall claim all hours during which freedom of movement is restricted as hours worked, except that if the employee is given a beeper or cellular phone which allows a wide latitude of movement and activity, thereby allowing the employee to use the "on-call" time for the employee's personal purposes, such time shall not be considered time worked.

N. An employee working a holiday will be entitled to double time compensation for all hours exceeding eight and one-quarter (8 ¼) hours for that day.

O. It is understood that sick days and hours, unsupported by acceptable medical documentation certifying treatment on that date, are excluded from the computation of overtime

for all employees covered by this Agreement. That means, for example, if an employee is normally scheduled to work Monday through Friday and is out sick any of those days, and then is called in to work on Saturday, the employee will be paid straight time for that Saturday.

P. Canine handlers shall be compensated for the time spent while off-duty feeding, grooming and otherwise caring for their dogs at the rate of nine-thousand (\$9,000) dollars per year and subject to a five (5%) percent increase for years two, three and four of this Agreement.

Q. An employee covered by the FOP Agreement who has completed twenty (20) years of service can elect, before January 1 of each year, to be removed from the overtime rotation for that year.

R. During the course of this Agreement the County will review and discuss with the FOP Representative(s) the feasibility of instituting on a trial basis a 12-hour shift schedule for the Correctional Center. Such review is contingent on having sufficient manpower to institute such change and no additional personnel will be needed.

ARTICLE TEN

HOLIDAYS/PERSONAL DAYS

- A. Effective on January 1, 2005, the following holidays shall be recognized:
- | | |
|---|-------------------------------------|
| 1. New Year's Day | 9. Columbus Day |
| 2. Martin Luther King, Jr. Day | (2 nd Monday of October) |
| 3. Lincoln's Birthday | 10. Veteran's Day |
| 4. Presidents' Day | 11. General Election Day |
| (3 rd Monday of February) | 12. Thanksgiving Day |
| 5. Good Friday | 13. Day after Thanksgiving |
| 6. Memorial Day (4 th Monday of May) | 14. Christmas Day* |
| 7. Independence Day | 15. Three (3) Personal Leave |
| 8. Labor Day | Days |

*In the event Christmas Day falls on Thursday, the following Friday shall be an additional holiday hereunder.

The celebrated day and the cash day shall be in accordance with this Agreement.

B. Except for General Election Day, employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at a rate of two and one-half (2½) times the straight time rate for the actual hours worked on the holiday; provided, however, that each such employee shall be paid for a minimum one-half (1/2) day at the above prescribed rate. Employees may elect to receive holiday pay at one and a half (1 ½) times the straight time and be given a day off with pay at a later date. However, if the requested day off would cause overtime the employee agrees to accept straight time pay for that day, payable on the last pay period in December. Employees working on General Election Day shall be paid straight time and be given an additional day off at a later date. In the event that the Sheriff and employee cannot mutually agree on a specific day off by the end of the calendar year, the employee shall be paid the day's salary the last pay period in December. If an employee has not requested a particular day off, the Sheriff may direct him to take a specific day off.

C. For employees working a five (5) day week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) day, Monday through Friday, work week as described above, holidays will be celebrated on the date on which they actually fall, except where altered by an Act of Congress.

D. If an employee has a scheduled regular day or excused absence off on a holiday he/she shall be provided another day off at a later date. If the employee's request to use this day is denied because it would result in overtime compensation the employee agrees to accept straight time pay for that day, payable the last pay period in December.

E. Personal Leave Days are to be used by the employee for personal reasons and subject to the following conditions: A personal leave day shall be granted by the County upon prior request of the employee submitted to the Sheriff or his designee at least sixty (60) minutes before the employee's starting time, absent extenuating circumstances, excluding holidays, Christmas Eve, New Year's Eve and Easter Sunday. Such request will not be unreasonably denied. Personal Leave Days shall not accumulate, and must be used in the calendar year. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) Personal Leave Day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. An employee who leaves County service before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the County for paid Personal Leave Days used in excess of his or her pro-rated entitlement. Proration does not apply to County directed layoffs, disability retirement or to employees who terminate employment

within ten (10) years of service or more with the County of Cape May. Personal Leave days will not be earned during the period of time while an employee is on suspension or on a leave of absence without pay. Personal Leave shall be earned during a special leave of absence for work related injury sustained during the performance of duties within the scope of the definition, distinguishing characteristics, standards, or examples of work set forth in the County Correction or Sheriff's Officer Job Description, with the exception of injuries sustained in connection with clerical duties.

F. To be entitled to Holiday Pay, an employee must be present the last scheduled workday prior to the holiday and the first scheduled workday after the holiday, except for a bona fide authorized absence.

G. If an employee is absent due to illness on the next workday preceding the holiday or the day following the holiday, that employee must present acceptable medical documentation to be entitled to Holiday Pay.

ARTICLE ELEVEN

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; thereafter annual vacation leave with pay shall be granted according to the following schedule:

<u>Length of Service</u>	<u>Number of Days</u>
Up to 6 years	12
7 - 15 years	15
15 - 20 years	17
20 – 22 years	20
over 22 years	25

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Annual Vacation Leave with pay is earned on a pro-rated basis upon an employee's service with the County. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her entire vacation period specified in paragraph "A" above on January 1 of said year. An employee who leaves County service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the County for paid vacation leave days used in excess of his or her pro-rated entitlement. The above shall not apply in the event of death

or after ten (10) years of service. An employee who leaves County Government service shall be paid for unused earned vacation leave. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May. An employee who exhausts all paid vacation leave in anyone year shall not be credited with additional paid vacation until the beginning of the next calendar year. Upon death of an employee, unused vacation shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay. Vacation leave shall be earned during a special leave of absence for work related injury sustained during the performance of duties within the scope of the definition, distinguishing characteristics, standard or examples of work set forth in the County Correction Officer or Sheriff's Officer Job Description, with the exception of injuries in connection with clerical duties.

ARTICLE TWELVE

HEALTH BENEFIT PROGRAM

A. The County will provide a Health Benefit Program, which includes the following coverages:

1. A Hospitalization/Surgical Medical Benefit Plan subject to a one hundred (\$100.00) dollar co-payment which applies to each hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.

2. An unlimited maximum on Major Medical coverage after an initial \$200.00 individual deductible/\$400.00. Aggregate deductible with 80% co-insurance up to \$2,500.00.

3. An eye care coverage plan for all employees and their dependents covered under this Agreement.

4. A prescription insurance plan for all employees and their dependents. Effective July 1, 2005 the co-pays will be \$10.00 for non-formulary and \$6.00 for formulary drugs. Effective January 1, 2007, the co-pays will increase to \$12 for non-formulary and \$8 for formulary drugs. Employees may order prescriptions by mail where the prescriptions are repetitive maintenance medications which have been taken by the employee for sixty (60) days and have been designated as repetitive maintenance medications by the County. Mail order prescriptions shall include a \$14.00 co-pay with a \$8.00 alternate co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs for a ninety (90) day supply. Effective July 1, 2007 the co-pays shall increase to \$16.00 and \$10.00.

5. A disability coverage insurance plan with benefits of \$150.00 per week

for a period of twenty-six (26) weeks will be provided. Coverage under this program will begin when the employee exhausts all accrued sick time and/or has completed an eight (8) scheduled workday waiting period.

Employees will only be entitled to this \$150.00 amount for an aggregate total of twenty-six (26) weeks for the life of this agreement. Thereafter, they will only be entitled to the \$90.00 per week for thirteen (13) weeks.

Benefits available to employees under this plan shall be denied or discontinued by the County in any of the following events:

- a. It finds said employee unreasonably refuses, prevents or hinders medical examinations from time-to-time as the County may require.
- b. Employee is found not to be disabled as herein provided.
- c. Employee is found to be employed for wage, profit or gain for any employer other than the County.
- d. Employee resigns or is terminated for cause.
- e. No employee shall receive benefits hereunder if his/her disability shall be found to be a result of any of the following causes:
 - (1) Chronic alcoholism or use of stimulants, drugs or narcotics except as prescribed by a Physician, or as specifically mandated under the Americans With Disabilities Act (A.D.A.).
 - (2) Committing unlawful acts.
 - (3) Being engaged in some other business or occupation for profit.
6. Life Insurance coverage for each employee in the amount of \$5,000.00.

The County reserves the right to implement a self-insurance plan for both its current life

and disability programs provided that it provides the same level of benefits to its employees.

7. A full Family Dental Care Plan with a maximum coverage of \$1,500.00 per covered family member per year.

8. In order to contain the rising costs of Health Benefits, anytime within the life of this agreement the current employee co-payments toward emergency room treatments may be increased to a ceiling of \$50.00. For employees enrolled in the Alternate Plan, doctor's office visits may be increased to a ceiling of \$20.00. For employees enrolled in the Basic Plan, doctor's office visits may be increased to a ceiling of \$10.00.

9. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty-five (25) years of service with the County of Cape May until the death of the employee, including where applicable, dependent coverage.—Coverages provided to retiring employees shall be subject to the same provisions, including but not limited to co-payments required from active employees. For current retirees and eligible dependents over the age of 65 years, the County reserves the right to offer the current and/or additional supplements to Medicare A & B. If a retiree and/or their dependents elect to select Medicare A & B with a County authorized supplemental insurance program, the County will reimburse the individual, after proof of coverage for the cost of Medicare B and the cost of any supplemental plan authorized by the County. If possible, the County will attempt to directly pay the supplemental insurer for the costs to the retiree and eligible dependents. If the retiree selects this option, it is understood that Medicare B will be used as the primary insurance.

For all employees retiring after December 31, 2004, the County reserves the right to require eligible individuals to carry Medicare A & B as its primary insurance. The costs of Medicare B will be reimbursed by the County. In lieu of the County's group plan for active employees, the County also reserves the right to offer a supplemental plan to these retirees if it determines that it will contain the overall health benefit cost increases. It is understood that any changes to the plan will continue to provide a level of coverage that is on balance appreciably comparable to the current coverage.

The opt-out amount for active and retired employees is \$1,500.00 per year.

- (a). For purposes of the determination of which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment (whether active or retired), the employee or retiree who has the first birth date in the year will be designated the policyholder and the employee or retiree with the second birth date in the year will receive the opt-out payment.
- (b) Upon death or divorce of either spouse, the opt-out provision of the policy will cease and they will revert to their own policies.

10. In the event of death of a full-time employee of the County, whether active or retired (if the employee was receiving coverage as per the provisions of the agreement), the employee's spouse and dependents (if eligible to receive coverage under the County's policy) shall be covered by the County's hospitalization premium as set forth herein. Such coverage shall be based upon the deceased employee's length of service with the County immediately prior to death as follows:

- (a) Employees with more than five (5) years and less than ten (10) years of

service -- Spouse/family would have one (1) additional year of coverage.

- (b) Employees with more than ten (10) years of service, but less than twenty-five (25) years of service -- two (2) years of additional coverage.
- (c) Active and retired employees with twenty-five (25) or more years of service -- three (3) years of additional coverage.

It is agreed, however, that should a spouse remarry, such coverage shall cease immediately.

B. On or about December 1st of each year, the County shall inform employees of the County's Basic Standard Health Benefit Program and Alternate Choices to be provided and/or made available to employees for the next calendar year. If the employee selects to be covered under the County's Basic Standard Health Benefit Program, then such plan will be provided to the employee and his/her dependents without charge.

The County will continue to offer an Alternative Choice Plan for all its existing employees as well as continue to pay the current premium for individual and dependent coverage. An employee who selects this plan will continue to pay \$20.00 per month for individual/dependent coverage as long as the current (Year 2004) rate stays the same. The employee will be responsible for any increase in premiums to a ceiling of \$40.00 per month for individual only coverage and \$50.00 per month for individual/dependent coverage. The County agrees to pay any premium rate increase above this ceiling amount of employee contributions.

Effective July 1, 2005 the County will only pay the premium amount of the Basic Standard Health Benefit Program for all new employees for the first five years of their employment with the County. If any new employee wishes to enroll in the Alternate Plan, he/she will be responsible for the full cost of the Plan above the amount allocated for the Basic Plan for

this period of time.

C. Employees who can certify other health care coverage may elect to opt-out of coverage and receive a payment of \$1,500.00 per annum pro-rated for the period of time each calendar year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1st of each year.

D. The County will pay an employee, who opts out of Health Benefit coverage but wishes to retain the prescription plan, \$1,000.00 per annum pro-rated for the period of time each calendar year that the County coverage does not apply to the employee.

E. In the event a husband and a wife are both employed by the County, Health Care Insurance Coverages provided hereunder shall be afforded to only one (1) designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a payment of \$1,500.00 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each calendar year. In the event the designated covered spouse dies, terminates employment or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the \$1,500.00 payment shall be pro-rated. For purposes of the determination which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment, the employee who has the first birth date in the year will be designated the policyholder and the employee with the second birth date in the year will receive the opt-out payment.

F. Employees who do not work a minimum of thirty-five (35) hours per week shall not be covered by the County's Health Benefit Program set forth above. However, all current employees receiving health benefits with less than the thirty-five (35) hour requirement will be “grandfathered” and continue to be covered by the County Health Benefits.

G. The County reserves the right to review and change the Health Benefit Insurance Coverage set forth above or to implement a Cape May County Self-Insured Health Benefit Plan during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverages.

H. In the event an employee undertakes drug or alcohol rehabilitation under the County's Health Care Benefit Plan, the employee may apply for a leave of absence and such leave will not be unreasonably denied.

I. Disability Health Benefits: When an officer is retired due to a disability resulting from his official duties and such disability is in accordance with the provisions of specific State pension guidelines, the County will continue to provide his/her existing health benefit package for up to four (4) years, on January 1, 2008 up to five (5) years, or until another plan becomes effective.

ARTICLE THIRTEEN

SICK LEAVE

A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family seriously ill and requiring the presence of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

3. With approval of the Sheriff or designee, sick leave may be taken on an hourly basis.

B. Amount of Sick Leave.

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave accumulate to his credit from year-to-year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason

during the calendar year shall reimburse the employer for paid sick days used in excess of his/her pro-rated and accumulated entitlement. Pro-ration does not apply to County directed layoffs, disability retirement or to employees who retire with seven (7) years of service or more with the County of Cape May.

2. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him/her to sick leave, the Sheriff or his Supervisor shall be notified no later than sixty (60) minutes prior to the employee's normal starting time, absent extenuating circumstances.

(a) Failure to so notify the Sheriff or the Supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

2. The employer reserves the right to contact the employee's home for verification of illness at any time during sick leave so long as there is not an egregious invasion of the employee's privacy.

D. Verification of Sick Leave.

1. An employee, who has been absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit to the Sheriff's Office Personnel Officer acceptable medical documentation substantiating the illness. Any abuse of sick leave shall be cause for

disciplinary action. The County may adopt such other sick leave verification procedures that are reasonable and which the County deems appropriate.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

3. The County may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return to work will not jeopardize the health or safety of other employees.

E. Sick Leave Payment at Retirement.

Upon retirement or resignation in good standing after ten (10) years of service, the County agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of fifteen thousand (\$15,000) dollars. Employees who have accumulated ten (10) sick days equivalent to each year of service will be paid an amount equal to seventy-five (75%) percent to the fifteen thousand (\$15,000). Sick days that are documented with a doctor's certificate shall be credited toward the ten-day accumulation for purposes of this provision.

Upon retirement after 20 years or more of service, an employee who has accrued at least ten (10) days of sick time for each year of service shall be entitled to receive 100% reimbursement for all unused sick time not to exceed a total of \$15,000. Bona fide sick days, supported by a doctor's verification, will be counted as part of the accrued 10-day calculation so that all remaining unused sick time shall be reimbursed at 100%. For example, if an employee

has accumulated an aggregate combined amount of unused sick time and doctor verifications for excused absences equaling 200 days for 20 years of service, all unused sick time on the books will be paid at 100% reimbursement not to exceed \$15,000.

F. Sick Leave Incentive.

If an employee does not utilize any sick leave day for a full calendar year (January through December), the employee shall be entitled to one (1) day off with pay.

G. Sick Leave Buy Back.

If permissible under law or regulation, the County will permit an employee to buy back used sick leave days, up to a maximum of ten (10) days per calendar year. The buyback shall be on the basis of the employee paying to the County for such days at the employee's then current base wage.

ARTICLE FOURTEEN

WORKER'S COMPENSATION/INJURY LEAVE

Whenever an employee is disabled through injury or illness as a result of, or arising from, his employment, he or she shall be provided by the County with the same benefits as provided pursuant to N.J.S.A. 34:15-1, et seq. (the Worker's Compensation Act of New Jersey). The County self-insures coverages required by this Act and these coverages are provided subject to the following conditions:

- A. The disability must be due to an injury or illness resulting from the employment.
 - 1. Injuries or illnesses, that would not have occurred but for a specific work-related accident or condition of employment are compensable.
 - 2. Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or condition of employment are not compensable when such aggravation was reasonably foreseeable.
 - 3. Illnesses that are generally not caused by specific work-related accident or condition of employment are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work related.
 - 4. Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work-related accident or occurrence which traumatized the employee thereby causing the illness, and the claim is supported by medical documentation.
 - 5. An injury or illness not compensable when the appointing authority has established that the employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug abuse.

B. Any accident resulting in injury for which the Employee seeks compensation must occur on the work premises.

1. Work premises are the physical area of operation of the County, including buildings, grounds and parking facilities provided by the County.

2. An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between workstations.

C. For the injury to be compensable, it must occur during normal work hours or approved overtime.

1. Injuries, which occur during normal commutation between home and the workstation or home and a field assignment, are not compensable, except when responding in a law enforcement capacity to a call or pursuant to a Sheriff's Office Standard Operating Procedure.

2. Injuries that occur during lunch or break periods are not compensable, except when responding in a law enforcement capacity to a call or pursuant to a Sheriff's Office Standard Operating Procedure. However, employees who are required by the County to remain at a particular job location during lunch and/or work break shall not be precluded from receiving benefits.

D. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within twenty-four (24) hours of the occurrence or discovery. The report shall include a statement of when, where and how the injury or illness occurred, and statements of witnesses and copies of all medical reports concerning the injury or

illness. The employee is also required to report any work accident/injury to the County's Worker's Compensation representative as well as the County's third party administrator.

The County may require the employee to be examined by a physician designated and compensated by the County.

Whenever the County-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on County work shall continue to accrue sick leave credits while he or she remains on the payroll.

E. The County may, in its discretion and at its sole option, require an employee **who** is off on a work related injury, or may allow an employee off on a non-work-related injury to perform transitional or modified duty if the County determines it is available. There are no permanent light duty or modified duty posts in the Sheriff's Office. The designation of a temporary modified duty post is at the discretion of the Sheriff or his designee. The employee's doctor shall provide a modified duty descriptive narrative detailing the range of physical activities the employee is capable of performing. The narrative shall be provided to the Sheriff or his designee to determine whether the employee should return to work.

Whenever practical and possible, every effort will be made to assign employees within their department, however, the County reserves the right to assign employees within other areas of County government, if available and needed. If the employee agrees, said transitional or modified duty may be assigned to a different shift or schedule other than the employee normally works. Although preference of light duty assignments will be given to work related injuries, the County agrees not to arbitrarily or capriciously deny such assignments.

Before returning from an authorized work related or non-work related injury leave, an employee must obtain a certification from the County's designated physician authorizing a return to duty. Under no circumstances shall an employee be allowed to return to work without a certificate.

F. Whenever an employee is disabled through injury or illness as a result of or arising from employment with the County and is eligible for Worker's Compensation Benefits as provided for above, the employee shall be granted total benefits as follows:

1. First twenty (20) work days during which Workers' Compensation benefits are paid -- one hundred (100%) percent of employee's base wages.
2. Next thirty (30) workdays during which Workers' Compensation benefits are paid -- ninety (90%) percent of employee's base wages.
3. Next thirty (30) work days during which Workers' Compensation benefits are paid -- eighty (80%) percent of employee's base wages.
4. Thereafter, such amounts as are payable under the Workers' Compensation Law of New Jersey. Payments provided in subsections 1, 2, and 3 are total payments and are not in addition to payments made pursuant to the Workers' Compensation Law.

ARTICLE FIFTEEN

SALARIES AND COMPENSATION

A. Salaries for employees hereunder for the term of this Agreement, shall be provided in the *Salary Guide* attached hereto and made a part hereof. All wages shall be authorized by an appropriate resolution to be adopted by the County. The wages outlined in accordance with the *Salary Guide* attached hereto shall be the wages paid to all employees employed as of the date of the signing of this Agreement and during the duration of the Agreement, and whose names appear on said *Salary Guide*, notwithstanding the implementation by the County of a salary guide as provided for in section B hereunder. Current employees will proceed through the *Salary Guide* in accordance with their years of service.

Equity/Retention Provision: In an effort to create better equity between the County Correction and Sheriff's Officers with the job market for this profession throughout the State, as well as to retain its most experienced and qualified officers, additional compensation will be added to the salary of all Sergeants and Officers hired prior to the year 2000. This additional compensation shall be one-thousand and five-hundred (\$1,500) dollars for the year 2005 and three-thousand (\$3,000) dollars for each of the remaining years of this Agreement.

New Hires Provision: The County reserves the right to hire new Officers at Step Two, if the applicant is a Class II Officer whose PTC certification is no more than three years old at time of appointment, or at Step Three if the applicant graduated a basic police or corrections academy and has a current New Jersey PTC certification in the job title.

Academy Graduation Provision: Upon graduation from a NJ Police Training Commission (PTC) approved basic police or correction officer course employees will be advanced to the next

step on the *Salary Guide*. Employees at Step One in 2004, who have graduated from a PTC approved basic course, will be advanced an additional step in 2005.

Wage increases shall only apply to employees covered by this Agreement on date of execution. Any employee who has terminated County service prior to execution of the Agreement is not entitled to any benefits under this Agreement, including but not limited to salary increases or retroactive pay thereafter unless said termination resulted from an involuntary County directed layoff or a voluntary retirement of a County employee who is eligible to receive retirement benefits under the rules of the appropriate State of New Jersey Retirement System (PERS/PFRS).

County salaries shall be calculated on an hourly basis for the purpose of payment of overtime and related benefits, and hourly wage rate for each employee shall be determined by dividing the annual salary of each employee by the total number of hours worked. For Correctional Officers and Sheriff's Officers that divisor shall be 2,145 hours.

The amount of each payroll check shall be determined by dividing the yearly salaries of each employee by the number of pays in that calendar year. For example, in the normal year where there are 26 pays, the employees' yearly salaries shall be divided by 26 to determine the employees' pay for each paycheck. In the unusual year where there are 27 pays, the employees' salaries shall be divided by 27 to determine the employees' pay for each paycheck.

B. If, upon the expiration of the term of this Agreement a new agreement has not been completed, employees hereunder shall not move to the next successive step on the salary guide referred to above during the pendency of negotiations and finalization of the new agreement.

C. Annual advancement in salary is contingent on merit, which is defined as: 1) the use of no more than eight (8) unexcused sick leave days the previous year (commencing on January 1, 2005) and 2) no major disciplinary action the previous calendar year. An excused sick leave day is one supported by either approved Family Medical Leave or acceptable medical documentation substantiating the illness. All health care related documents related to the use of sick leave are to be sent directly to the department's personnel officer. Failure to meet these standards will result in the withholding of the new year's salary increase for a period of six months. The eight unexcused sick leave days standard shall not apply to employees with more than twenty-three (23) years of service.

ARTICLE SIXTEEN

FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of five (5) days. Funeral Leave shall commence upon notification of death and shall terminate the day following interment. Funeral Leave is for the purpose of attending the funeral of the decedent and/or making funeral arrangements relating thereto.

B. Immediate family for the purposes of this Article shall be defined as spouse, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, step-children, step-parents and spousal grandparents.

C. The County may also permit employees to use up to three (3) sick days in special circumstances for funeral leave for an uncle, aunt or another personally significant individual.

D. In the event the services for the deceased are held out of state, the employee may charge any additional days in excess of those provided in Paragraph A hereof to accrued sick leave.

E. Request for funeral leave shall be subject to the approval of the Sheriff or his designee. Such approval shall not be unreasonably denied.

ARTICLE SEVENTEEN

TEMPORARY ASSIGNMENT PAY

Any non-supervisory Correction or Sheriff's Officer who is temporarily assigned to and works as the Officer-In-Charge of a shift shall be paid a stipend of twenty (\$20.00) dollars for such shift.

ARTICLE EIGHTEEN

LONGEVITY

A. The following Longevity plan shall be maintained by the County, which is based upon employee's length of continuous and uninterrupted service with the County:

1. Five (5) years of service - 2 percent longevity based upon employee's base salary.
2. Ten (10) years of service - 4 percent.
3. Fifteen (15) years of service - 6 percent.
4. Twenty (20) years of service - 8 percent.
5. Twenty-five (25) years or more of service - 10 percent.
6. Thirty (30) years or more of service - 12 percent.
7. Forty (40) years or more of service - 14 percent.

B. Longevity pay shall be computed as of January 1 and shall commence on January 1 of the year during which the employee's fifth anniversary date of hire occurs.

C. The parties agree that the County shall not provide longevity pay to employees hired after September 9, 1986. The above longevity plan shall only apply to employees hired prior to September 9, 1986. The intent of the parties is to provide for the "grandfathering" of longevity for employees of the County who were employed prior to September 9, 1986.

ARTICLE NINETEEN

SHIFT ASSIGNMENTS

A. Shift assignments in the Correctional and Law Enforcement Divisions shall be based on the needs of the Sheriff's Office. Shift assignments in the Correctional Division shall also be based on seniority for Officers with the start of their seventh year of service in the bargaining unit.

B. Once a year in early November, Officers will be asked to select their first and second preferences for shift assignment for the upcoming calendar year. Announcements of shift assignments for the new year will be posted no later than December 1st.

C. In the Correctional Division all shifts will be filled starting with the most senior officers first choice and working down the list until all available slots are filled. Then it will proceed to the second choice and third choice, if necessary.

In the Law Enforcement Division shift assignments are decided by the senior staff, based on the needs of the Sheriff's Office. However, no Officer shall be involuntarily assigned to a shift unless no other Officer chooses that shift.

D. Involuntary shift assignments/transfers resulting from Department needs shall be made by inverse seniority after six years.

E. A shift transfer request shall be submitted in writing to the Captain, with a copy to the Sheriff's Office Personnel Officer. Management shall respond in writing to the employee's request for a transfer within thirty (30) days of receipt of the request. Once the transfer request has been processed by the Personnel Officer, a signed copy will be returned to the employee initiating the request.

F. Management retains the right to assign personnel for emergency situations and training based on departmental needs.

G. Officers transferred for departmental needs will be transferred back to their previous shifts as soon as possible.

H. Employees with seniority in the bargaining unit in their current job title shall have preference in the request for days off, vacation, holidays and compensatory time for the shift assigned.

ARTICLE TWENTY

UNIFORMS

A. The County agrees to provide to each employee hereunder the following uniforms, which the employee accepts and agrees to maintain in good condition except for ordinary wear and tear:

Correction Officers:

- 4 Class "B" short sleeve shirts with chest badge patch, arm patch and nametag
- 1 Class "A" long sleeve shirt with arm patch
- 4 Class "B" trousers
- 1 Class "A" trouser, w/stripe
- 1 Winter jacket with arm patch
- 1 Spring jacket with arm patch
- 1 Clip-on tie
- 1 Class "A" hat with hat badge
- 2 Class "B" (baseball style) hats with patch, 1 winter and 1 summer
- 1 Belt with ammo pouch and handcuff pouch
- 2 Whistles: (1) black plastic and (1) gold
- 1 ID Card and badge

Foul weather gear will be provided to those employees who are required to wear such gear.

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B. A set payment of six hundred (\$600.00) dollars shall be made to each employee hereunder for the maintenance of uniforms and approved accessories for uniformed officers. Payment shall be made after budget approval each year on December 1st. This clothing reimbursement is earned by the employee on a prorated basis of 1/12th of the annual clothing allowance for each full calendar month of completed service. An employee's date of hire must be

on or before the 1st day of the month in order to be eligible for payment for the month of hire. No employee shall receive credit toward payment of a clothing allowance during the period of time while the employee is on suspension or leave of absence without pay. In the event an employee terminates employment during the calendar year, the employee shall be charged back for any unearned uniform allowance on a pro-rated basis.

C. The County will see that such employee is properly measured and fitted for said uniforms.

D. The County will pay for non-personal equipment and clothing items required for use during training. Such payment shall not cover any such item of equipment or clothing, which is retained by the employee.

E. Any new uniform items which are mandated by the County shall be provided for by the County at County expense.

F. Any prescribed uniform item damaged in the course of duty shall be replaced at the County's expense, unless such damage was caused by the employee's negligence.

ARTICLE TWENTY-ONE

BULLETIN BOARDS

Two (2) Bulletin Boards shall be made available by the County, one for the use of the FOP and PBA at the Jail and one at the Court. These Bulletin Boards may be utilized by the FOP/PBA for the purpose of posting official FOP/PBA announcements and other information related to the official business of the FOP/PBA, which is of a non-controversial nature. The FOP/PBA agrees that it will not post material which to a reasonable person may be considered profane, derogatory to any individual, or constitute election campaign or political material of any kind. The elected FOP/PBA Representative shall be responsible and accountable for all postings to the bulletin boards. The Sheriff or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

Personnel Orders and Special Orders regarding Sheriff's Office appointments, changes of shifts or assignments, promotions, retirements or resignations shall be posted on the bulletin board of the respective division.

ARTICLE TWENTY-TWO

WORK RULES AND SAFETY COMMITTEE

A. The County may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the FOP/PBA shall have the right to grieve with reference to same within ten (10) days after the same are posted or disseminated and a copy sent to the FOP/PBA.

B. The FOP/PBA Negotiating Committee and the Sheriff and/or his designee from the Correctional and Law Enforcement Divisions shall constitute a Safety Committee.

C. This Article is subject to the provisions of N.J.S.A. 34:13A-5.3 which provides inter alia that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE TWENTY-THREE

NO-STRIKE PLEDGE

A. The FOP/PBA covenants and agrees that, during the term of this Agreement, neither the FOP/PBA nor any person acting in its behalf will cause, authorize, or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County. The FOP/PBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any FOP/PBA member shall entitle the County to invoke the following: Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the New Jersey Department of Personnel Regulations.

C. The FOP/PBA will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County.

D. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the FOP/PBA or its members.

ARTICLE TWENTY-FOUR

NON-DISCRIMINATION

A. There shall be no discrimination by the County or the FOP/PBA against an employee on account of race, color, creed, religion, sex, age, marital status, national origin, political affiliation or handicapped status.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint or coercion by the County or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the FOP/PBA or because of any lawful activities by such employee on behalf of the FOP/PBA. The FOP/PBA, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the FOP/PBA. Members of other organizations within the Department who are not members of the FOP/PBA shall not discriminate against, interfere with, restrain, or coerce or harass any employees covered by this Agreement who are members of the FOP/PBA or representatives of the FOP/PBA in the performance of their FOP/PBA duties.

ARTICLE TWENTY-FIVE

DUES DEDUCTION AND REPRESENTATION FEE

A. Dues Deduction.

The County agrees to grant rights of dues deduction to the FOP/PBA and will deduct FOP/PBA membership dues from the pay of those employees who individually request in writing that such deductions be made. Such written request must be given to the County's Personnel Office. The County shall remit once a month the monies collected for this purpose to the FOP/PBA.

A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the FOP/PBA and approved by the County during the month following the filing of such card with the County.

The FOP/PBA shall indemnify and save the County harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the FOP/PBA pursuant to this Section A of this Article.

Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the County's Personnel Officer. Withdrawals shall become effective fifteen (15) days after such filing.

B. Representation Fee.

In addition, in accordance with the provisions of N.J.S.A. 34:13A-5.5, the County agrees to deduct from the salaries of its employees subject to this Agreement, but not members of the FOP/PBA, a representation fee in lieu of dues for services rendered by the majority representative in an amount equal to eighty-five (85%) percent of the regular membership

dues, fees and assessments paid by members of the FOP/PBA, less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the FOP/PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the FOP/PBA during the month following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representation fee will commence with a notification from the FOP/PBA, but not to exceed sixty (60) days from the date of notice.

If, during the life of this Agreement there shall be any change in the rate of membership dues, the FOP/PBA shall furnish to the County two (2) months written notice prior to the effective date of such change.

The FOP/PBA agrees to furnish the County with a copy of its "demand and return system" which must be established and maintained by the FOP/PBA in accordance with the law.

The FOP/PBA shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the FOP/PBA pursuant to Section B of this Article.

ARTICLE TWENTY-SIX

LEAVES OF ABSENCE

A. **PREGNANCY-DISABILITY (MATERNITY LEAVE)**

1. Permanent employees covered by this contract shall be entitled to pregnancy- disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.

2. Permanent employees who request leave, with or without pay, for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. Request for such leave must be made by the employee in writing to the County.

3. The County may request and receive acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.

4. An employee may use accrued leave time (e.g., sick, vacation, personal days) for pregnancy-disability purposes; however, the employee shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy.

B. **LEAVES OF ABSENCE WITHOUT PAY - GENERAL**

1. A permanent full-time employee covered by this Agreement may be granted leave of absence without pay upon written application to the County Board of Chosen Freeholders.

2. Requests for leave of absence shall be submitted in writing conforming to the County's Leave of Absence Policy, stating the reason for the request, the date the leave begins and the probable date of return.

3. Leaves may be granted or denied at the sole discretion of the County Board of Chosen Freeholders.

C. MILITARY LEAVE

Leave of absence for military service will be granted in accordance with applicable State and Federal Law.

D. EMPLOYMENT DURING LEAVE PERIOD

Employees may not be gainfully employed during the period of such leaves. Falsification of the reason for leave, or failure to return promptly at the expiration of a leave shall be considered reason for summary judgment. Leaves shall be granted or denied in writing.

E. MEDICAL/FAMILY LEAVE

1. Medical/Family leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act" and the regulations promulgated pursuant to those statutes, as well as the Family Leave Policy adopted by the County of Cape May.

2. Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month or twenty-four (24) month period, whichever is applicable. Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child or parent-in-law.

3. The circumstances under which leave may be taken vary depending on the type of leave requested and the County will grant leave in accordance with the

provisions of each applicable statute, the regulations issued for each applicable statute and judicial decisions interpreting the requirements of each statute.

ARTICLE TWENTY-SEVEN

SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE TWENTY-EIGHT

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article is subject to the statutory mandate set forth at N.J.S.A. 34:13A-5.3.

ARTICLE TWENTY-NINE

DEPARTMENTAL INVESTIGATIONS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interview of a member of the Sheriff's Office shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interview shall take place at a location designated by the Sheriff. Usually it will take place at a Sheriff's Office facility or the location where the incident allegedly occurred.

3. The employee shall be informed of the investigation before any interview commences. Sufficient information to reasonably apprise the employee(s) of the allegations should be provided. If it is known that the employee is being interviewed as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.

5. The employee shall not be subjected to any offensive language nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Sheriff's Office shall afford an opportunity for an employee, if he so requests, to consult with counsel and/or his FOP/PBA representative before being questioned concerning a violation of the Rules

and Regulations during the interview of an employee, which shall not delay the interview beyond one (1) hour for consultation with his FOP/PBA representative nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if an employee is under arrest or a suspect or target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Sheriff's Office or its Officers of the ability to conduct the routine and daily operations of the Sheriff's Office.

ARTICLE THIRTY

COLLEGE CREDITS

A. The County will pay for tuition costs for approved college credits from an institution whose accreditation is recognized by the State of New Jersey for law enforcement or criminal justice courses, or courses that have a tangible benefit to the Sheriff's Office, after successful completion of the course and agreement by the employee for thirty-six (36) months of continued employment. If an employee leaves employment with the County during the thirty-six (36) month period, the employee shall reimburse the County for any sums paid hereunder or the County can withhold such sum from any final wage or benefit payments due the employee. All courses to be submitted for approval by a member must be turned in prior to January 15th and July 15th of each year for payment of said credits.

B. New hires and employees shall submit a copy of an official transcript from their respective college to the Sheriff and the FOP/PBA Representative in order to take advantage of this Section.

1. A member who has earned a New Jersey State recognized Associate's Degree (two years) in an approved law enforcement or criminal justice curriculum, or a course of study that has a tangible benefit to the employee's position, he/she shall receive an increase in his/her annual salary of twelve hundred (\$1,200.00) dollars.

2. A member who has earned a New Jersey State recognized Baccalaureate Degree (four years) in an approved law enforcement or criminal justice curriculum, or a course of study that has a tangible benefit to the employee's position, or when a member-Sergeant earns a four (4) year degree in an approved business or public

administration course, he/she shall receive an increase in his/her annual salary of one thousand nine hundred fifty (\$1,950.00) dollars.

3. The monetary amount of payment acquired by a member through this Section shall be paid to the member in equal amounts on the regular paydays of the Department within a reasonable time after proof of graduation has been submitted for approval.

C. Any employee, as of the date of the execution of this Agreement, who has an Associate or Baccalaureate degree in an approved law enforcement or criminal justice curriculum, or in a major that has a tangible benefit to the employee's position, acquired while not in the employ of the County, will obtain said payment above.

D. It is understood that the decision to grant either past or future education stipends based on the determination that the education brings tangible benefits to the Sheriff's Office and the employee's position is at the sole discretion of the Sheriff.

ARTICLE THIRTY-ONE
FAIR LABOR STANDARDS ACT

A. It is acknowledged that commencing on April 15, 1986, the County shall be required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder as they relate to employees covered by this Agreement. The County reserves the right to take appropriate action to ensure such compliance, including, but not limited to:

1. The exercising of any election or option available to it under FLSA or the regulations provided that change in work periods under Section 7(k) shall not be made arbitrarily or capriciously by the County;

2. The awarding of compensatory time in lieu of monetary compensation and overtime within the limits of FLSA and establishing procedures under which an employee can use FLSA compensatory time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the department;

3. The establishing of procedures to monitor and control hours worked and overtime;

4. The crediting of any overtime pursuant to this Agreement against any overtime obligation incurred under FLSA;

5. Compensating an employee upon termination of employment for unused FLSA compensatory time at a rate of compensation not less than:

a. The average regular rate received by such employee during the last three (3) years of employment; or,

- b. The final required rate received by such employee, whichever is higher; and,
- c. Refraining from discrimination against an employee because he/she asserted coverage under the overtime provisions of FLSA.

ARTICLE THIRTY-TWO

PERSONNEL FILES

Written warnings that are contained in the employee's County personnel file will be removed after one year, if there is no repeated similar infraction of County policy by the employee. However, it is understood that the written warning will be maintained in a classified internal affairs file and can be used if needed to establish progressive discipline.

ARTICLE THIRTY-THREE

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2005 to December 31, 2008. Contract modifications shall be effective upon the signing of this Agreement except for wages, which shall be paid in accordance with the *Salary Guide* (Schedule A).

This Agreement shall continue in full force and effect from year-to-year thereafter, unless one party or the other gives notice, in writing, at least one hundred eighty (180) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

FOP LODGE #7

THE COUNTY OF CAPE MAY
BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY

By: _____

By: _____
Daniel Beyel
Director

ATTEST:

ATTEST:

Stephen O'Connor, County Administrator

Re: Agreement Between Cape May County,
 Cape May Court House, NJ and Cape May
 County, Fraternal Order of Police (FOP),
 Lodge 7, 1/1/04-12/31/08

ATTACHMENT "A"

SALARY GUIDE
FOR
CORRECTION OFFICERS & SERGEANTS
1/1/05 to 12/31/08

	<u>Current</u>	<u>1/1/2005</u>	<u>1/1/2006</u>	<u>1/1/2007</u>	<u>1/1/2008</u>
1.	\$23,643.00	24,825	26,066	27,369	31,474
2.	\$25,822.00	27,189	28,548	29,975	34,473
3.	\$27,456.00	29,695	31,268	32,831	37,756
4.	\$29,090.00	31,574	34,149	35,958	41,352
5.	\$32,692.00	33,454	36,311	39,272	41,352
6.	\$37,428.00	37,596	38,472	41,757	45,162
7.	\$49,882.11	49,882	49,882	49,882	49,882
8.		54,607	54,607	52,007	56,000
9.			57,338	57,338	63,210
10.				60,205	63,210
11.					63,210
Sergeants:					
	\$53,990.11	58,976	61,925	65,021	68,267

