



LABOR AGREEMENT

Between

COUNTY OF ATLANTIC

And

THE ATLANTIC COUNTY SHERIFF'S OFFICE  
SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 2010 through DECEMBER 31, 2013

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## ARTICLE 1. RECOGNITION

The County of Atlantic and the Sheriff of Atlantic County, herein referred to as the "Employer", hereby recognizes the Atlantic County Sheriff's Office Superior Officers Association, herein referred to as the "Association", as the sole and exclusive collective negotiating agency and representative for all Sheriff's Officer Sergeants, Lieutenants and Captains. The titles listed and "employee" shall be defined to include the plural as well as the singular and to include male as well as female gender.

1.1 The Association's representative shall have access to the Sheriff's Office offices when off duty to conduct association business so long as such access does not interfere with normal operations. Access shall not be unreasonably denied

## ARTICLE 2. SENIORITY

Seniority is defined as an employee's total length of service with the Sheriff's Office beginning with the initial date of hire. Seniority in rank is defined as an employee's total length of service with the Sheriff's Office beginning with the date of permanent appoint to his/her current rank.

2.1 When two or more superiors are permanently promoted on the same date, seniority will be determined by the date of hire with the Sheriff's Office. If the hire date is the same then the determination shall be by lot.

### ARTICLE 3. DUES CHECK-OFF AND AGENCY SHOP.

#### Dues Deduction

3.1. The employer agrees to deduct monthly membership dues from the regularly issued paychecks of the individual members of the organization who make such request in writing. Deductions shall be made no less than monthly and shall be certified along with the remittance and list of membership to the organizations representative. The certification, list and remittance shall be made no later than the 10th day of the month succeeding the deduction.

A notice of desire to terminate the above mentioned deduction must be made in writing to both the employer and the Association no less than 30 days prior to the effective date of requested termination.

#### Agency Shop

3.2. The employer agrees to implement an agency shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to 85% of the regular membership dues, fees and assessments. The Association, in exchange for implementation of said agency shop, hereby agrees to hold the Employer harmless against any and all claims or suits or any other liability occurring as a result of the agency shop provision.

#### ARTICLE 4. WORK SCHEDULE.

- 4.1 All employees covered under this agreement shall work a 40 hour week, including a working lunch period.
- 4.2 All employees required by the employer to report in early for a shift change shall be paid for such time.
- 4.3 A regular work schedule shall be defined as a period of five consecutive days of work and two consecutive days off.
- 4.4 Employees shall be given 5 days notice of work schedule changes except for emergent conditions.
- 4.5 Changes in the work schedule (such as 4 - 10 hour days) must be agreed to by both the employee and the employer, except in emergent circumstances on a temporary basis.
- 4.6 Any time off given other County employees (such as late opening for inclement weather, etc.) will be given to employees covered under this contract. If employees covered under this contract are required to report in, they will receive compensatory time for the time.

## ARTICLE 5. OVERTIME

5.1 Overtime will be paid for hours worked over 40 in any given work week.

5.2 Effective upon the signing of this contract, the following will be counted as hours worked for the purpose of computing overtime:

5.2.1 All hours actually worked.

5.2.2 Holidays (scheduled)

5.2.3 Days declared by County as days off

5.2.4 Bereavement Leave granted under Article 12.

5.2.5 Administrative days

5.2.6 Vacation days

5.2.7 Military leave.

5.3 Overtime shall be paid in cash, at the rate of time and one-half of the regular hourly rate for the person working the overtime.

5.4 Overtime will be distributed fairly among those persons qualified to perform the assignment.

5.5 The employee shall have the option of taking compensatory time (at time and on-half) or paid overtime. Compensatory time and paid overtime may be mixed in a given pay period, but a separate overtime slip must be turned in for each method of payment.

5.5.1 Section overtime. Overtime shall first be distributed by section (Example: Warrant Section overtime will first be offered to those that work in the Warrant Section).

## ARTICLE 6. CALL-IN TIME.

6.1 Any Superior Officer who is requested to and does return to work during periods not contiguous to his/her regularly scheduled shift shall be paid overtime at the premium rate of time and one-half with a minimum guarantee of four hours pay, except as noted in 6.3.

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

6.3 Call-in time shall end when the normal work shift starts. If this is less than two hours the employee shall be paid a minimum of two hours overtime.

6.4 Employees who are required to be on call and/or are requested or ordered to carry a pager on a regular basis (an average of at least 3 weeks out of every 4) shall be entitled to "pager time" at the rate of six (6) hours per month to be paid in compensatory time.



## ARTICLE 7. HOLIDAYS

- 7.1 There shall be thirteen paid holidays as published by the county. Employees shall receive one day's holiday pay for each holiday.
- 7.2 Employees who work on the holiday shall be paid in addition to the holiday pay, time and one-half for working the holiday.
- 7.3 Holidays which fall within an employees scheduled vacation shall be paid as holidays and not counted against vacation time.
- 7.4 If other county employees are given the day after Thanksgiving or any other day off by declaration of the County Executive, for pay purposes it shall be considered a holiday for employees covered by this agreement.

## ARTICLE 8. PERSONAL TIME/COMPENSATORY TIME

- 8.1 All employees covered by this agreement shall be entitled to 3 days administrative time annually.
- 8.2 Administrative/Compensatory time may be used in increments of one hour and should be scheduled in advance, if possible.
- 8.3 Request for the use of personal/compensatory time at the beginning of a shift must be approved in advance.
- 8.4 Administrative Time must be used in the year it is accrued.
- 8.5 Compensatory time may be carried from year to year. Compensatory time cannot exceed 480 hours.
- 8.6 Any employee separated from employment for any reason shall be compensated in a lump sum for all unused vacation and compensatory time at his/her current rate of pay at the time of separation.

## ARTICLE 9: CLOTHING ALLOWANCE

9.1 Prior to January 1, 2011, employees shall receive a clothing allowance and replacement allowance in the amount of \$1,350 to be paid no later than November 15<sup>th</sup> of each year.

Beginning January 1, 2011, and in consideration of the amount of \$1,350 which represented the clothing stipends heretofore given to Officers being rolled into base salary in calendar year 2011, the clothing allowance is hereby eliminated from the contract.

**ARTICLE 10. SALARY**

10.1. Salary

Computation of salary shall be as follows:

10.1.1. In 2010 Captains shall receive an additional \$1,250 added to their base salary and then all employees shall receive an increase of two percent (2%) of their year end 2009 base salary.

10.1.2. In 2011, Officers shall receive a zero percent (0%) increase in wages, however, clothing stipends are eliminated and shall be rolled in to all Officers base salary in the amount of \$1,350. Longevity is also eliminated and the average longevity payment of \$2,150 will be rolled into the Officers' base salary.

10.1.3. In 2012, Captains shall receive an additional \$1,250 added to their base salary and then all employees shall receive an increase of two percent (2%) of their year end 2011 base salary.

10.1.4. In 2013, effective January 1, all employees shall receive an increase of two percent (2%) of their year end 2012 base salary.

These provisions shall result in salaries as follows:

	1/1/10	1/1/11	1/1/12	1/1/13
Sergeants	\$77,087	\$80,587	\$82,198	\$83,842
Lieutenants	\$85,533	\$89,033	\$90,814	\$92,630
Captains	\$90,889	\$94,389	\$97,552	\$99,503

The increases in salary shall be retroactive to January 1 of each respective year. Retroactive payments of any kind, including salary increases, will not be made for those employees who separate from employment prior to the date on which payment is made. This does not apply to employees who "retire" from the County as that term is defined in Article 14.

## ARTICLE 11. SICK LEAVE

- 11.1 Employees shall accrue sick leave at the rate of 15 days per year.
- 11.2 Sick leave for the year shall be pro-rated if the employee leaves the employee of the Sheriff's Office prior to December 31 of the year.
- 11.3 Unused sick leave may be carried from year to year and accumulate until needed.
- 11.4 Sick leave may be used for the following purposes:
- 11.4.1 Illness by the employee.
  - 11.4.2 Emergency attendance upon a member of his/her immediate family requiring the presence of the employee.
  - 11.4.3 Taking medication which prevents the employee from performing his/her duties.
- 11.5 The Sheriff may require proof of items 11.4.2 and 11.4.3.
- 11.6 If an employee is absent for five consecutive working days he/she may be requested by the sheriff to provide a doctor's certificate upon return to work.
- 11.7 Employees shall be required to comply with the Sheriff's Office policy on call-in of sick time use.
- 11.8 Terminal Leave - Any employee covered under the terms of this agreement who retires from County service, pursuant to the definition of retirement in Article 14, §14.2, shall be paid for fifty percent (50%) of his accrued sick leave, up to a maximum of \$22,500 for Lieutenants and Captains. Sergeants upon retirement shall be entitled to one-hundred percent (100%) of accumulated sick time up to a maximum of \$16,000.
- 11.9 Perfect Attendance - There will be a perfect attendance quarterly bonus of \$100.00 plus \$200.00 additional for annual perfect attendance. (Perfect attendance for the entire calendar year

would result in a payment of \$600). Perfect attendance excluded only administrative, approved furlough, bereavement and vacation day usage.

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

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

11.10.2 The disability pool, in essence, advances a member's annual leave days in the case of disability. Upon return to work, the member must pay back the days utilized under the disability pool. The County will reclaim these days by deducting one-half (.5) of the member's sick and annual leave time each subsequent year until all time has been repaid.

## ARTICLE 12. LEAVES OF ABSENCE

12.1 Service credit shall continue to accrue during paid leaves of absence.

12.2 Leaves of Absence shall be granted as provided under New Jersey Department of Personnel statutes, rules and regulations.

12.3 Military Leave

12.3.1 Any permanent employee who is a member of the National Guard or Reserve of the military or naval forces of the United States and is required to undergo field training pursuant to N.J.A.C. 5A:2-2.3(b) or 5A:2-2.3(c) shall be granted a leave of absence, not to exceed two weeks, with pay, for the period of such training. This leave shall be in addition to annual vacation leave granted the employee. In order to receive such leave, the employee must take any action required to insure that the employer receives orders, NJDMAVA Form 33 or other such documents as may contain statements identifying the military duty as mandatory and in conformance with the above-referenced statutes.

12.4 Absence without leave.

12.4.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

12.4.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted shall be an unauthorized absence and is cause for disciplinary action. A leave of absence with pay of three days shall be granted to a permanent employee desiring such leave because of a death in the "immediate family".

"Immediate family" is defined as:

- a. Mother or father,
- b. Mother-in-law or father-in-law,

- c. Brother or sister,
- d. Brother-in-law or sister-in-law,
- e. Spouse,
- f. Children or step-children or
- g. Grandmother or grandfather.

12.5 Employees shall provide a copy of a death certificate or other sufficient proof upon return from bereavement leave, if requested by the Sheriff.

12.6 Family and Medical Leave.

12.6.1 It is the policy of Atlantic County Government, as a covered employer, to comply with the Family and Medical Leave Act (FMLA) and the Family Leave Act (FLA). Applicability of FMLA/FLA leave will be determined with reference to the statutes and their accompanying regulations. Employees should contact the Division of Human Resources for assistance and information on specific situations. The complete FMLA regulations appear at 29 C.F.R. §825 [www.dol.gov](http://www.dol.gov) and the complete FLA regulations appear at N.J.A.C. 13:14-1. Although this policy may add to your rights under the FMLA and the FLA, in instances where the FMLA and FLA regulations are more generous, they will be controlling.

12.6.2 Definitions

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

b. Chronic Serious Health Condition. A condition which: (i) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (ii) Continues over an extended period of time



(including recurring episodes of a single underlying condition); and (iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

c. Family Member. Parent, child, or spouse and, under the FLA, one partner in a civil union couple.

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

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

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

(i). inpatient care in a hospital, hospice, or residential care facility; or

(ii). continuing medical treatment; or

(iii). continuing supervision by a health care provider.

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

h. Hours of Service or Base Hours. For purposes of determining eligibility, this means the actual hours worked as determined under the principles of the Fair Labor Standards Act. It also includes the hours an employee would have worked, but for being in military service. For the FLA, it includes hours for which the employee receives workers' compensation benefits.

### 12.6.3 Eligibility.

- a. FMLA leave.
  - (i). The employee has worked for the county for a total of 12 months which need not have been consecutive, and
  - (ii). The employee has a minimum of 1250 service hours in the past 12 months.
- b. FLA leave.
  - (i) The employee has worked for the county for a total of 12 months, and
  - (ii) The employee has a minimum of 1000 base hours in the past 12 months.
- c. Special rules apply to Key Employees. Contact Human Resources for details.

#### 12.6.4 Leave Entitlement.

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

- a. birth, adoption or placement for foster care of a child;
- b. to care for a family member (spouse, parent or child) with a serious health condition or chronic serious health condition;;
- c. the employee's own serious health condition or chronic serious health condition; or

12.6.5 FLA leave. An employee is entitled to a total of 12 work weeks of unpaid leave during a 24 month period measured forward from the date the employee's first FLA leave begins, for any of the following reasons:

- a. birth, adoption or placement for foster care of a child;
- b. to care for a family member (spouse, parent, child or a partner in a civil union)

with a serious health condition.

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

#### 12.6.6 Intermittent and Reduced Leave.

- a. Intermittent and reduced leave are available under both the FMLA and FLA.
- b. For FMLA/FLA leave taken for the birth or placement of a child, use of reduced or intermittent leave requires the consent of the county unless a serious health condition is involved.
- c. Employees must make a reasonable effort to schedule reduced or intermittent leave so as not to disrupt the operations of the county.
- d. Spouses. In conformance with New Jersey FLA law, where a husband and wife both work for Atlantic County, they will not be required to share leave time.
- e. Paid or Unpaid/ Relation to Other Leave Provisions.
  - (i) The County will designate all qualifying absence as FMLA/FLA leave. The leave will run concurrent with eligible absences including, but not limited to, those under Workers' Compensation, State Disability, a

Medical Leave, a Personal Leave, the Disability Pool Program, Vacation, Administrative Leave and Sick Leave.

- (ii) An employee may choose to use paid leave during an absence for an FMLA/FLA qualifying reason so that paid leave would be used concurrently with the FMLA/FLA entitlement. The County will not require employees to use paid leave time while out on FMLA/FLA leave. The County recognizes the obligation to provide FMLA leave in no way limits the County's legal obligation to provide reasonable accommodation to employees under ADA or the NJLAD, their regulations and the administrative and decisional law interpreting those laws.
  
- f. Health Benefits. An employee who is absent under FMLA/FLA leave will have his/her health benefits maintained.
  
- g. Other Benefits. It is the County's policy to maintain the following benefits under the indicated circumstances: Life Insurance - For unpaid FMLA/FLA leaves, pension life insurance will continue for a period of up to one year.
  
- h. Accrual of Pension Benefits. An employee does not earn service credits while on an unpaid leave of absence. Pension credit accrues as usual for paid leaves. For unpaid leaves, pension credit will not accrue. However, employees may have the opportunity to purchase the time, up to two years, by contacting the Division of Pensions within one (1) year of returning to active employment.

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

12.6.7. Reinstatement Rights. At the expiration of an employee's FMLA/FLA leave the employee is entitled to be restored to the position held by the employee when the leave commenced or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment, unless the employee would have lost his or her position without regard to the leave, such as in a reduction in force. Special rules may apply to Key Employees.

Employees who use leave beyond their FMLA/FLA entitlement are not covered by the FMLA/FLA protections, such as reinstatement, continuation of medical coverage, etc. once their FMLA/FLA leave entitlement is exhausted.

12.6.8 Notification by Employee.

- a. Foreseeable Circumstances. The employee is required to provide written notice to the county of the need to take FMLA/FLA leave 30 days in advance or, where the leave is unforeseeable, as soon as practicable. Failure to provide advance notice will not delay the granting of FMLA/FLA leave if the employee has given timely verbal or other notice.

- b. Unforeseen Circumstances. When leave is not foreseeable, the employee is required to provide notice of the need to take FMLA/FLA leave as soon as practicable. Except in extraordinary circumstances, that would be no later than one or two working days. Initial notification may be made verbally to the department designee. The County will require written confirmation.
- c. An employee must provide sufficient information to the County to establish an FMLA/FLA qualifying reason for the requested leave.
- d. Requesting Leave. An employee who is requesting FMLA/FLA leave shall complete the County Request for Leave form and submit it to their supervisor within the required time frame for notice.

12.6.9 Certification. The County requires the need for leave for the serious or chronic serious health condition of an employee or the employee's immediate family member be supported by a certification issued by a health care provider. The County Medical Certification Form is to be used for this purpose. No other less comprehensive form or note will be accepted. Although an employee is required to provide the County with "medical facts" supporting the leave request, the employee need not provide the County with a diagnosis but must include a probable return to work date. (See certification form #5a). The County also requires an employee to provide reasonable documentation or a statement of family relationship if the leave is to care for a family member.

- a. Initial Certification. An employee must return the County Medical Certification Form as soon as possible, but no later than 15 calendar days after being informed of the need to provide the certification. If the employee returns an incomplete certification, the County will promptly notify the

employee that the form is incomplete and the employee shall have five (5) business days to provide a completed certification. Failure to provide the certification timely or providing an incomplete certification may result in delay of the leave until the certification is received. If the County Medical Certification Form is not returned by the employee, FMLA/FLA leave may be denied.

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

If the opinions of the employee's and the County's health care providers differ, the County may require the employee to obtain a certification from a third health care provider at the County's expense. This third opinion, by a health care provider jointly approved by the County and the employee, shall be final and binding. The County will provide the employee with a copy of the second and third medical opinions, where applicable, upon request by the employee. Absent extenuating circumstances, the requested copies are to be provided within two business days.

- c. Recertification. The County may require an employee to submit subsequent recertifications on a periodic basis as provided under applicable law. The

employee is responsible for the cost of the recertification. Failure to provide the recertification may result in the delay of the employee's continuation of FMLA/FLA leave.

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

12.6.10 Time Frame. The period within which leave can be taken will be measured forward from the date the employee's first FMLA/FLA leave begins.

12.6.11 Outside Employment. Both the FMLA and the FLA have regulations and restrictions concerning outside employment during qualifying leave. No employee can accept outside employment until a moonlighting form (P.S. 3.10) is completed and approved. Taking outside employment during a period of FMLA may in some cases cast doubt on the validity of the employee's need for leave, particularly if the leave is being taken for the employee's own serious health conditions. An employee who fraudulently obtains FMLA leave from an employer is not protected by FMLA's job restoration or maintenance of health benefits provisions.

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

12.6.13 Monitoring by Department. The department shall be responsible for monitoring the following:



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

12.6.14 Notification by Department.

Each department is responsible for:

- a. verbally notifying the employee of their FMLA/FLA rights within two business days of the department receiving sufficient information to believe the leave may qualify, followed by written notification.
- b. notifying the Division of Human Resources of all the situations as listed above.

12.6.15. Determination of Leave Eligibility. The designated department representative shall review all requests for time off which may qualify as FMLA/FLA. This review includes securing appropriate information and documentation of eligibility and medical certification. The department shall submit all possible FMLA/FLA requests on the Request for Leave form with a preliminary determination to the Division of Human Resources for review and final determination.

12.6.16 Notification of Leave Designation. The Division of Human Resources will notify the department of the approval or denial of the designation. The department will be responsible for notifying the employee. If the county is unable to immediately obtain sufficient information to confirm eligibility as FMLA/FLA leave, the leave may be provisionally designated as FMLA/FLA leave pending confirmation and final approval or denial.

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

## ARTICLE 13. VACATION

- |      |                                     |                  |
|------|-------------------------------------|------------------|
| 13.1 | Up to one year                      | 1 day per month  |
|      | After one year and up to five years | 15 days annually |
|      | After five years up to 12 years     | 18 days annually |
|      | After 12 years up to 20 years       | 21 days annually |
|      | After 20 years                      | 25 days annually |
- 13.2 Vacation pay shall be paid at the employee's straight time rate.
- 13.3 Vacations shall be scheduled and granted to employees based on the following conditions.
- 13.3.1 Employees shall submit vacation slips to their immediate supervisor.
- 13.3.2 In the event more employees request the same vacation time then can be accommodated, requests will be granted based on seniority.
- 13.3.3 Vacation time will be granted on a first-come, first-served basis, however, any employee requesting a minimum of five days shall be given preference over an employee requesting a single day.
- 13.3.4 A maximum of two years vacation time may be carried over.
- 13.4 Any employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump-sum for the unused vacation he/she has accumulated up to the time of separation at his/her current rate of pay.

**ARTICLE 14. INSURANCE AND WORKERS' COMPENSATION**

14.1. Health Benefits

The Union's current health benefits terms under the previous 2008-2009 contract shall remain until July 1, 2011. Effective July 1, 2011 all employees shall be provided medical insurance pursuant to the modifications below:

Employees and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with the provisions of the New Jersey Health Benefits Program. Employees shall be afforded coverage through a NJ Direct plan or an HMO plan.

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

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

All employees receiving medical insurance from the County shall contribute towards their health benefits as follows:

<u>Base Salary</u>	<u>% of Income Contributed</u>
Up to \$79,999	1.5% of base salary
\$80,000-\$100,000	2.0% of base salary
More than \$100,000	2.5% of base salary

Direct 15 and Difference in Premium Cost for Any Other Plan. Effective January 1, 2012, employees will pay the difference between the premium cost for NJ Direct 15 and the premium cost for the plan of their choice. This cost is in addition to above noted health care contribution that takes effect on July 1, 2011. This provision is dependent upon the existence of Direct 15.

All of the coverages outlined above will be provided to the employees and their dependents and shall extend at least throughout the duration of this Agreement and through the completion of negotiations for a successor Agreement. Upon the expiration of this agreement, employees shall not be bound to pay both the contribution noted above and a contribution mandated by the State. If law mandates the application of a different health care contribution than noted above upon the expiration of this contract, the rate required by law will replace the health care contribution noted above.

Except for the provisions in this Article requiring contributions for health care benefits, the provision of this Article shall not be interpreted so as to diminish any rights or benefits provided by the March 13, 2003 agreement regarding health benefits.

Employee, as used herein, means a bargaining unit member who works more than twenty-five (25) hours per week. The employee's eligible dependents for benefits include the employee's spouse and dependent children until they reach the age of 19 unless the plan provides benefits beyond the age of 19. Dependent children who are full time students will be covered until the age of 23. Fourteen (14) credits is considered a full time student (unless the particular college or university considers 14 credits as beyond maximum full-time status and in such cases 12 credits would be acceptable).

14.2 Health Benefits at Retirement. An employee who retires or receives disability retirement approved and accepted by the State of New Jersey shall be eligible for County paid health benefits coverage for three (3) years after retirement, commencing with the employee's retirement date. Retirement is currently defined in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of full time service of 25 years with Atlantic County at the time of retirement or upon reaching the age of 62 or older and having at least 15 years

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

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

14.3 Leaves of Absence. When an employee is granted a leave of absence unrelated to any Family and Medical Leave Act, the coverage of that employee and his dependents will be terminated unless the employee reimburses the County in full for the premium due during the leave in advance of taking such leave. If the employee opts not to pay for coverage, then benefits will be reactivated upon the employee's return from leave of absence. In no event can this period of reimbursed coverage exceed six (6) months. Any employee who goes to an unpaid status for 15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

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

14.5 Workers' Compensation. When an employee of the Atlantic County Sheriff's Office is injured on duty during working hours, he/she will be entitled to workers' compensation benefits as set forth by New Jersey Statute (N.J.S. 34:150). Employees injured or disabled in the course of their employment shall receive the difference between their regular rate of pay and disability or workers' compensation payments that they receive for a period not to exceed one (1) year.

## ARTICLE 15. GRIEVANCE PROCEDURE

15.1 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.

15.2 Nothing herein will be construed as limiting the right of any employee having a grievance to discuss the matter, informally, with the sheriff, appropriate under sheriff or supervisor.

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

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

STEP 1 - The grievance shall be submitted in writing to the Immediate Commander within ten (10) calendar days of the occurrence of the grievance (or the grievant becoming aware of the grievance). The Immediate Commander shall submit a written answer to the Association within seven (7) calendar days of the submission date.

STEP 2 - If the grievance is not satisfactorily adjusted at Step 1 the grievant (or Association) may appeal within 10 calendar days to the Undersheriff, who will review the grievance and submit his position in writing within ten (10) calendar days of submission to step 2.

Step 3 - If the grievance is not satisfactorily adjusted at Step 2 the grievant (or Association) may appeal within ten (10) calendar days to the sheriff. The Sheriff shall submit a written answer to

the grievance within ten (10) calendar days after submission to Step 3. Policy grievances affecting substantial numbers of employees (30% or greater) covered by this agreement may proceed directly to the Third Step.

STEP 4 - If the grievance is not settled through steps 1,2or 3 and only if the grievance alleges a violation of terms and conditions of this agreement, then the grievant shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) days of the date on which the response of this representative was received or should have been received. The costs for the services of the arbitrator shall be borne by the party against whom the arbitrator decides. In the event the arbitrator reaches a decision in which both parties were found to be partially at fault, the costs will be borne equally. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

15.5 The arbitrator shall be bound by the provisions of this agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding.

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



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

15.8 In the event the aggrieved elects to pursue remedies available through the NJ Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the sheriff on the grievance. In the event the grievant pursues his/her remedies through the NJ Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the association.

## ARTICLE 16. TRAINING AND SECURITY

16.1 The employer shall provide adequate training and in-service training for each employee. All personnel shall receive in-service training, to include, but not limited to; chemical agents, firearms, control and restraint. Personnel will also be provided training in the laws, policies, procedures and rules concerning all of the above.

Employees who take training on their own time and expense directly related to their assignment shall be eligible for 100% reimbursement for the actual cost for the training, provided the training has advance written approval of the Sheriff and the officer successfully completes the entire training program as detailed in their request.

## ARTICLE 17. FRINGE BENEFITS

17.1 The employer shall also make available to each employee a physical examination (including a treadmill stress test and x-rays if required by the doctor) at least once annually upon the request of the employee at no cost to the employee. The County will provide, at its expense, medical screening for any employee who, after being exposed to a contagious disease as part of his/her employment, either shows symptoms, or who was so exposed under unusually dangerous conditions. If the employee tests positive, the county will provide at its' expense, medical screening for the employee's immediate family (those who reside with the employee). Contagious diseases, for the purposes of this section, include, but are not limited to: AIDS, hepatitis, mononucleosis, strep infection, tuberculosis, herpes, Lyme Disease and methicillin resistant staphylococcus aureus (MRSA) or other antibiotic resistant or drug resistant infection.

17.2 The employer shall hold each employee harmless from any loss, claim or liability to any third person or persons arising out of any non-negligent action or failure to act by the employee in the course of his/her employment. This means an employee is not held harmless if his/her conduct is knowingly negligent, reckless, knowing or purposeful. The employer shall reimburse any employee for all necessary and reasonable expense, including legal fees, incident to the defense of any such claim as described in the first sentence of this paragraph. However, the county shall provide a pool of attorneys from whom the individual employee may choose the specific attorney of his/her choice. If an employee chooses a non-pool attorney, the hourly rate reimbursed shall not be higher than the pool attorney rate.

17.3 The county agrees to grant time off without loss of regular straight time pay to the association representative (or appointed alternative) for the purpose of attending regularly scheduled

meetings of New Jersey State Superior Officer's Association, provided that at least forty-eight (48) hours written notice is given to the employer.

17.4 An employee has the right, on his/her own time, to access the County's and/or Sheriff's official personnel file kept for the employee, and all records as may be kept by the employer or his agents, pertaining to the employee, and the employer shall permit the employee to respond in writing to any document in said file, within one (1) month of the employee being notified of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The employer agrees to provide the employee a copy of any document or instrument contained in said files upon request of the employee (this shall be at the employees cost if the amount of copies exceeds 10). No unsigned document or instrument (except for regular employment records which, by their nature, require no signature), nor any document or instrument of unknown or questionable origin shall be used against any employee in a disciplinary matter.

17.5 Any employee required to appear in court on agency business during off-duty hours shall be paid for all documented time at overtime rates as defined herein, measured from the time of leaving the sheriff's Office to the courthouse and back (Travel time for courts in Atlantic County shall not exceed 30 minutes round trip).

17.6 A reimbursement program for course work directly job related, or job essential, is provided. Course work must be taken from an approved educational facility. Rates are as follows:

Undergraduate work:	\$650.00 per year, maximum
Graduate work:	\$1000.00 per year, maximum

## ARTICLE 18. MANAGEMENT RIGHTS

18.1 It is the right of the Sheriff:

18.1.1 To determine the standards for the selection of employees according to NJ Dept. Of Personnel rules and regulations.

18.1.2 To direct employees.

18.1.3 To maintain the efficiency of operations.

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18.1.4 To take all necessary actions to carry out the agencies responsibilities in emergencies, emergencies to be construed as acts of God and/or acts or incidents beyond the control of any person or agency, for example, riots, fires, vehicular accidents, etc..

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

18.1.6 To develop and assign all work schedules pursuant to the terms of this agreement.

18.2 It is understood and agreed that the Sheriff, in his sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property under the control of the Sheriff, except as limited by this agreement.

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

The listing of specific rights in this article is not intended to nor shall be considered restrictive or a waiver of any rights of the management not listed herein.

**ARTICLE 19. LONGEVITY**

19.1 Up to and until December 31, 2010, longevity shall be implemented each year of this agreement in the following manner:

1st day of the 6th year thru and including the last day of the 10th year -	\$800.00
1st day of the 11th year thru and including the last day of the 15th year -	\$1,150.00
1st day of the 16th year thru and including the last day of the 20th year -	\$1,700.00
1st day of the 21st year and thereafter	\$2,500.00

19.1 Effective January 1, 2011 and in consideration of Officers receiving a payment of \$2,150 added to their base salary in calendar year 2011, longevity is hereby eliminated from the contract.

**ARTICLE 20. SAFETY, HEALTH AND ADMINISTRATION**

20.1 The employer shall provide employees with any wearing apparel, tools or devices/equipment reasonably necessary in order to insure their safety, health and security.

## ARTICLE 21. MISCELLANEOUS

The Union and the County agree that to the extent there is time in the first 10 to 12 minutes of a shift that an officer clocks in under the POSS system and he or she is not compensated, this issue shall be resolved as follows:

21.1 The Union agrees to release the County and waive its right to any and all claims related to this issue. This waiver and release includes but is not limited to claims under the FLSA and claims that could have been brought before any Federal agency, State agency, and any Federal Court or State Court of competent jurisdiction.

21.2. The Parties agrees to provide documentation and take all reasonable and practicable measures necessary to cooperate with each other in the County's review of this matter and any actions necessary for the County to correct errors in the POSS system.

21.3. The County shall review this matter. Within a reasonable amount of time after assessing this issue, the County shall take all measures necessary to address any future situations where officers are not paid for the time they are actually working and clocked-in under the POSS time recording system.

21.4. The Parties make no admissions of liability, and they agree officers must be compensated when they are clocked-in under the POSS system and working.



## ARTICLE 22. SEPARABILITY AND SAVINGS

22.1 If any provision of this agreement or any application of this agreement to any employee, member or group of employees or members, is held to be invalid by operation of law by the decision of any court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative. However, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

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

22.3 The provisions of this agreement shall be subject to and subordinate to state law, but nothing contained herein shall be deemed to subordinate this contract to county ordinances.

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

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

22.6 Changes mandated by State or Federal laws shall control the parties where appropriate.

## **ARTICLE 23. FULLY BARGAINED AGREEMENT**

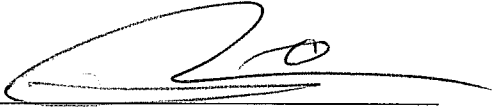
23.1 Both parties agree that this agreement represents all appropriate bargained issues. This agreement incorporates all rights and obligations assumed by each to the other as a result of the collective bargaining process. This agreement represents and incorporates the complete and final understanding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

**AGREEMENT 24. DURATION OF AGREEMENT**

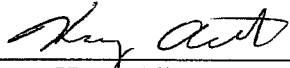
This agreement shall be in full force and effect as of January 1, 2010, and shall remain in effect to and including December 31, 2013. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, not later than one hundred twenty (120) days prior to the expiration of this agreement. Any agreement so negotiated shall apply to all employees, shall be reduced to writing, and shall be signed by the parties.

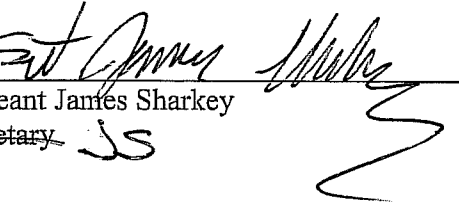
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

ATLANTIC COUNTY SHERIFF'S OFFICE  
SUPERIOR OFFICERS ASSOCIATION

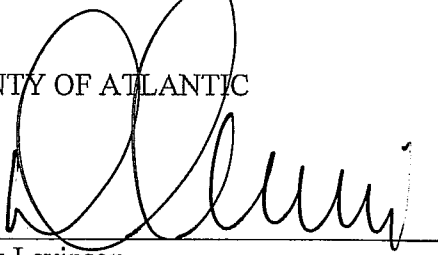
BY:   
Captain Lawrence Joseph Mineer  
President

DATE: 07 OCT 2011

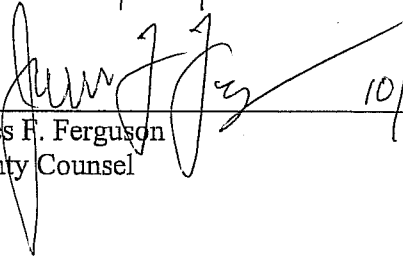
BY:   
Sergeant Harry Albert  
~~Vice President~~ H. A.

BY:   
Sergeant James Sharkey  
~~Secretary~~ JS

COUNTY OF ATLANTIC

BY:   
Dennis Levinson  
County Executive

DATE: 10/12/11

BY:  10/7/11  
James F. Ferguson  
County Counsel