

2611

AGREEMENT
between
COUNTY OF ATLANTIC
and
**THE INDEPENDENT SUPERIOR OFFICERS
OF ATLANTIC COUNTY**

JANUARY 1, 1993 through DECEMBER 31, 1995

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PREAMBLE

THIS AGREEMENT, made this day of
1993, by and between the COUNTY OF ATLANTIC (herein referred to
as the "Employer") and the INDEPENDENT SUPERIOR OFFICERS OF
ATLANTIC COUNTY (hereinafter referred to as the "Employee
Organization"), represents the complete and final understanding
on all negotiable items which were or could have been the subject
of negotiations between the parties.

ARTICLE I
RECOGNITION

A. The County of Atlantic, herein referred to as the "Employer," hereby recognizes the Independent Superior Officers of Atlantic County as the sole and exclusive collective negotiating agent and representative for all Correctional Officer Lieutenants, but excluding the Department Head, Division Director, Warden, Deputy Wardens, County Correction Officers, County Correction Sergeants, and Sheriff's Officers/Penal.

B. The title "Lieutenant" and "Employee" shall be defined to include the plural as well as the singular and to include female as well as male gender.

C. The Employee Organization's President and Vice President shall have access to the Gormley Justice Facility when off duty to conduct organizational business. If the President or Vice President wishes to confer with any on-duty organizational members, permission must be received from the Warden or his designee. The permission shall not be unreasonably denied, but the Employer retains the right to manage and direct the working force in order to insure the efficient operation of the Department of Public Safety.

ARTICLE II

SENIORITY

A. Seniority is defined as an Employee's total length of service within the bargaining unit beginning with the date of permanent appointment to Lieutenant.

B. An Employee having broken service with the Employer (as distinguished from a leave of absence), or having voluntarily taken a reduction in rank to Sergeant, shall not accrue seniority credit for the time when not employed by the Employer or holding the rank of Lieutenant.

C. Where two or more Lieutenants are permanently promoted on the same date, seniority will be determined by the date of hire in the Department of Public Safety, Division of Adult Detention.

1. Where two or more Lieutenants have both the same date of promotion and same date of hire as described in Paragraph C above, then seniority shall be determined according to the position in the alphabet of the first letter of the last name of the Employees. Where the first letter of the last names are the same, then seniority shall be determined by the first letter of their first names. If the letter is the same, then determination shall be by lot.

D. The Employer shall maintain an accurate, up-to-date seniority roster, showing each Lieutenant's date of hire with the Department of Public Safety, Division of Adult Detention and civil service classifications, and shall furnish copies of the roster to the organization's President semi-annually.

ARTICLE III

DUES CHECK-OFF AND AGENCY SHOP

A. Dues Deduction.

1. The Employer agrees to deduct monthly membership dues from the regularly issued paychecks of the individual members of the Employee Organization, provided those individual members request in writing that such deductions be made. Deductions shall be made at intervals convenient to the Employer, but no less frequently than monthly, and thereafter shall be certified along with remittance to the Treasurer of the Employee Organization, together with a list of the names of all Employee members for whom deductions were made. The certification, list and remittance shall be made no later than the 10th day of the month succeeding the deduction.

2. A notice of desire to terminate the above mentioned deduction of dues by any Employee member must be received in writing by the Employer and the Employee Organization no less than thirty (30) days prior to the effective date of the requested termination.

B. Agency Shop. 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 Employee Organization, in exchange for implementation of said agency shop, hereby agrees to hold the Employer harmless against any and all claims or suits or any other liability occurring as the result

of the implementation of this agency shop provision.

ARTICLE IV

WORK SCHEDULES

A. All Lieutenants of the Department of Public Safety covered under this Agreement shall work a forty (40) hour week, including a working lunch period. In addition, all Lieutenants involved in a change of shift shall report thirty (30) minutes before the start of their shift. In order to be paid for these thirty (30) minutes, a Lieutenant whose assignment involves a change of shift must report on time, i.e. thirty (30) minutes before shift, only on those days wherein he/she is involved in a shift change situation. He/she is not to report, and will not be paid for any muster time, wherein there is no change of shift involved.

B. The lengthening or shortening of any shift resulting from changes between Eastern Standard Time and Daylight Savings Time shall result in payment for eight (8) hours regardless of whether the shift is seven (7) or nine (9) hours in length.

C. Regular work schedule shall be defined as a period of five (5) consecutive days of work and two (2) consecutive days off.

ARTICLE V

OVERTIME

A. In 1993, overtime will continue to be earned for hours worked beyond forty (40) hours in any week, as it was in 1992.

B. Beginning upon the signing of this Agreement, the following will be counted as hours worked for the purpose of computing overtime:

1. All hours actually worked.
2. Holidays (New Year's Day, Thanksgiving, Christmas).
3. Bereavement days.
4. Administrative days.

C. Overtime shall be paid in cash, and shall be paid at time and one-half (1 1/2) of the regular hourly rate for such Lieutenant. The hourly rate of overtime shall be computed at the basic work week of forty (40) hours per week.

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

E. It is agreed that overtime will be distributed fairly among members qualified to do the assignment. The method of approach shall be to utilize a seniority list broken down by shift within each division or work unit. If an Employee refuses overtime, he/she shall be skipped until his/her name next appears in rotation. The Employer shall have the right to assign overtime if the number of volunteers is not sufficient. Involuntary overtime shall be assigned based upon rotation in

inverse seniority. Unless an emergent situation exists which is caused by circumstances beyond the Employer's control, a Lieutenant will not be ordered to come in and work on his/her regularly scheduled day off.

ARTICLE VI

CALL-IN TIME

A. Any Lieutenant who is requested to and does return to work during periods not contiguous of his/her regularly scheduled shift shall be paid overtime at the premium rate of time and one-half (1 1/2) with a minimum guarantee of four (4) hours pay. -

B. Call-in time begins when the employee arrives at his/her duty station and ends when his/her regular shift begins, or when the work is completed, whichever occurs first. When a Lieutenant is called in prior to the normal start time of the shift, there shall be a minimum guarantee of two (2) hours at time and one-half (1 1/2) pay.

ARTICLE VII

HOLIDAYS AND PERSONAL TIME

A. Holidays.

1. There shall be thirteen (13) paid holidays, of which ten (10) shall be paid in a lump sum at the rate of time and one-half (1 1/2) by the 15th of November of each year. The remaining three (3) holidays shall be celebrated on Thanksgiving Day, Christmas Day, and New Year's Day.

2. Employees who are required to work on one of these three (3) holidays shall receive, in addition to their holiday pay, time and one-half (1 1/2) of the regular straight time hourly rate of pay for all hours actually worked on the holiday.

3. If any of these three (3) holidays fall within an employee's vacation period, it shall not be counted against vacation time.

4. If the County Executive declares the day after Thanksgiving a day off with pay for all other County employees, or if the County Executive declares it a County holiday, then, in that event only, the Employees covered by this Agreement shall be guaranteed a day off with pay.

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

1. Personal time may be used in increments of one (1) hour and normally should be scheduled in advance. Request for use of personal time at the beginning of a work shift must be

requested and approved in advance. Personal time must be taken within the year accrued.

ARTICLE VIII
CLOTHING ALLOWANCE

A. Employees shall receive a clothing maintenance allowance of \$500 to be paid no later than November 15 of each year of this Agreement.

B. Lieutenants shall receive a clothing allowance, commencing November 15, 1993, of \$450, of which \$200 will be paid up front, and the remaining balance of \$250 upon the submission of clothing receipts. This benefit shall continue for the duration of the contract period, November 15, 1994 and November 15, 1995.

ARTICLE IX

SALARY

A. Lieutenant's salaries shall be:

January 1, 1993	\$44,119
July 1, 1993	\$44,560
January 1, 1994	\$46,343
January 1, 1995	\$48,660

B. In addition to salary, employees shall receive \$325 as hazardous duty pay on November 15, 1993; \$1,150 on January 1, 1994; and \$1,250 on January 1, 1995. The dollar amount for 1993, commencing July 1, 1993, shall be pro-rated from November 15, 1993. This amount is equal to \$325.

ARTICLE X
SICK LEAVE

A. Permanent/provisional Employees shall be entitled to the following sick leave with pay as accrued:

1. One (1) working day sick leave with pay shall accrue for each month of service from date of appointment up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one quarter (1 1/4) working days per month. If any permanent Employee requires non or a portion only of such allowable sick leave for any calendar year, the amount of such leave NOT taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay if and when needed.

2. Sick leave for purposes herein defined means an Employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, and a short period of emergency attendance upon a member of his/her immediate family who is ill and requiring the presence of the Employee.

3. If an Employee is absent for five (5) consecutive working days, for any of the reasons set forth in the above, the Employer shall require acceptable evidence. The nature of the illness and the length of time the Employee will be absent shall

be stated on the doctor's certification provided to the Employer. If a pattern of, or abuse of, sick days evolves for any particular Employee, the Employer may likewise require acceptable evidence.

4. An Employee who does not expect to report to work because of personal illness, or for any reasons herein defined as sick leave, shall notify his/her Relief Shift Commander or Operations Unit by telephone or by personal message at least ninety (90) minutes before the start of the scheduled shift.

B. Disability Pool. All employees shall be eligible for participation in the County Disability Pool Program, effective upon the signing of this Agreement.

C. Terminal Leave. Any employee covered under the terms of this Agreement who "retires" from County service under Police and Firemen's Retirement System (PFRS) or Public Employees Retirement System (PERS) shall be paid fifty (50%) percent of accrued sick leave, up to a maximum \$14,000 gross wage.

ARTICLE XI

LEAVES OF ABSENCE

A. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except for military leave. The Employee shall be entitled, upon his/her return from leave of absence with pay, to all service credits earned up to the date his/her leave commenced.

B. Leaves of absence for Employees may be granted as provided in Civil Service statutes, rules and regulations and as otherwise noted herein.

C. A permanent Employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties, or for any reason considered valid by the Department Head, desires to secure leave from regular duties may, with the approval of the Department Head, be granted a special leave of absence without pay for a period not to exceed six (6) months, which may be extended for an additional six (6) months with the approval of the Department Head.

1. Any Employee seeking such special leave without pay shall submit his/her request in writing to his/her supervisor, stating the reasons why the request should be granted, the date when he/she desires the leave to begin, and the probable return date to duty.

D. Military Leave. 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, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the Employee presents the official notice prior to the effective date of such leave. Such leave is not to exceed two (2) weeks during any given year.

1. Permanent Employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the armed forces of the United States, or with any organization authorized to serve therein, or with the armed forces of the United States in time of war or emergency or pursuant to or in connection with the operation of any system of selective service. Employees having only temporary status who enter an active duty with the armed forces of the United States shall be regarded as having resigned.

E. Pregnancy Disability/Child Care Leave.

1. Employees shall be eligible for pregnancy disability/ child care leave to be taken contiguous to the birth or arrival of the child.

2. All permanent Employees of the Employer who become parents shall be granted childbirth (pregnancy disability/child care) leave upon request as follows.

a. An employee shall submit written notification to his/her immediate supervisor, stating the anticipated duration of the leave of absence at least two (2) months in advance, if circumstances permit. Such leaves shall be granted for a period

of time not to exceed six (6) months.

b. Upon request of the Employee and at the discretion of the Department Head, pregnancy disability/child care leaves may be extended or renewed for a period not to exceed six (6) months.

3. In no case shall the Employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position. Such determination shall be made by her physician.

4. While an employee is on pregnancy disability/child care leave, the duties of his/her position shall either be performed by remaining staff and the position kept vacant, or they shall be performed by a provisional or temporary employee.

5. In accordance with Civil Service regulations, an Employee has the right to return to his/her permanent title in the same classification he/she held before going on pregnancy disability/child care leave.

6. An Employee who is on pregnancy disability/child care leave without pay is entitled to use accrued sick leave for the period that she is unable to work, as certified by a physician. Additionally, the Employee may use all accrued annual vacation and administrative leave. All other periods of leave related to pregnancy disability/child care leave shall be leave without pay. Unused and vacation leave shall be carried over until the Employee's return. An employee shall not earn annual and sick leave while he/she is on pregnancy disability/child care leave

without pay.

F. Family Care Leave. Effective May 1, 1989, all Employees who have been employed for twelve (12) months who become parents by reason of the birth of a child or the placement of a child into the adoptive parent's home shall be eligible to take a leave of twelve (12) weeks in any 24-month period, provided that the leave commence within a year after the date of birth or placement for adoption.

1. Similarly, any Employee who has been employed for twelve (12) months shall be eligible to take a leave of twelve (12) weeks in a 24-month period to care for a family member who has a serious health condition.

2. The leave may be renewed up to an additional nine (9) months.

3. Medical verification, as provided in the New Jersey Family Leave Act, may be required.

4. During the first twelve (12) weeks of such leave, the Employer shall continue to provide health care benefits.

5. Upon return from family care leave, the Employee shall have the right to return to the same or equivalent position.

G. Absence Without Leave. N.J.C.S. 4:1-17.23.

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

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

H. Bereavement Leave. A leave of absence with pay of three (3) days shall be granted to a permanent Employee desiring such leave because of a death in the immediate family as hereinafter defined:

1. mother or father;
2. mother-in-law or father-in-law;
3. brother or sister;
4. spouse;
5. children of employee or step-children;
6. grandmother or grandfather.

ARTICLE XII

VACATIONS

A. 1. All full-time County employees, except seasonal employees, shall be entitled to the following annual vacation with pay as accrued and based upon years of service with the Department:

Up to one year	1 day per month
After 1 year & up to 5 years	15 days annually
After 5 years & up to 12 years	18 days annually
After 12 years & up to 20 years	21 days annually
After 20 years	25 days annually

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

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

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

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

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

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

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

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

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

B. Vacation pay shall be paid at the employee's regular straight time rate per their job classification.

C. Vacations shall be scheduled and granted for periods of time requested by the employee in accordance with the following conditions:

1. On or before March 1 of each year, every employee shall submit a bid for their vacation days. The bid MUST at a minimum include a bid for use of five (5) consecutive days of vacation. In the event there are more applicants for any particular time slot than can be accommodated, seniority shall prevail, and will prevail if conflicts cannot be resolved, and shall be applied within each working unit. If necessary, a second round of bidding shall take place by April 1 for those who were bumped in the first round.

2. Any requests made subsequent to March 1 (or April 1) shall be granted on a first-come-first-served basis, based upon the availability of slots. However, any employee requesting a block of at least five (5) days shall be given priority over a request for less than five (5) days.

3. With regard to requests for a single day's vacation, at least forty-eight (48) hours notice shall be provided, and seniority shall resolve all conflicts.

4. The grant of vacation leave is at all times subject to management's right to maintain efficient operations.

5. On or before August 1 of each year, every employee shall submit a bid for all unused and as yet unscheduled vacation days. These bids will be granted on a first-come-first-served basis. In the event there is a simultaneous submission for the same days, seniority shall prevail. Lieutenants shall have until September 1 to re-request vacation leave which was not granted in the August 1 submission. Any vacation day requests not approved as a result of the September 1 submission shall be assigned before the end of the calendar year. After September 1, if a Lieutenant has to cancel the use of vacation days at the Employer's request, then the Lieutenant can carry a maximum of ten (10) days into the next calendar year for use by June 30, with the bid for use of those days being due on or before January 10th of each year.

6. Management shall respond promptly to all requests for vacations.

D. If a holiday occurs during the week in which vacation is taken by an employee, the day shall not be charged to annual leave.

E. An employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she has accrued up to the time of separation at his/her current rate of pay.

ARTICLE XIII

INSURANCE AND WORKER'S COMPENSATION

A. Insurance.

1. There shall be no change in the Group Hospital Medical Plan presently maintained and paid for by the County on behalf of the employees except in the case of a new plan that is equivalent to or better than the existing plan, and agreed to by the Independent Superior Officers of Atlantic County. Effective January 1, 1990, an employee's dependant children will be covered through the year in which the child reaches the age of 19.

Continuation of insurance coverage for dependant children from age 19 through 23 shall be at the employee's option, and cost at the difference between husband-wife coverage or single coverage and the family rate. This application applies to both self-insured and HMO plans.

2. Insurance shall include basic medical coverage as currently provided, including Major Medical coverage, for all more than twenty (20) hour per week employees and their dependants.

3. The County, in its discretion, may institute a program to require a pre-admission review prior to hospitalization and/or a second surgical opinion, at any time during the life of the contract, with both to be provided without cost to the employee.

4. Any employees covered under the terms of this Agreement who "retire" from County service under the Police and Firemen's Retirement System or Public Employee's Retirement

system shall be eligible for paid health benefits coverage for three (3) years after retirement commencing with the employee's retirement date.

a. Definition of Retiree for Three Years Paid Health Benefits. The retiree has at least 25 years vested in the Police and Firemen's Retirement System or Public Employee's Retirement System; or

b. The retiree has been a permanent County employee for 15 years and be at least 60 years of age at the time of retirement.

5. Upon completion of the three (3) years paid health benefits coverage by the County, the "retiree" will then have the opportunity to remain in the group plan by reimbursing the County the amount of the monthly premium at the existing group plan rates.

6. When an employee is granted a leave of absence without pay, the coverage of the employee and his/her dependants will be terminated unless the employee reimburses the County in full for the premium due during the leave of absence before taking such leave. Employees can re-enroll with the County group upon returning from their leave of absence. The maximum period where this situation can exist is six (6) months. Any employee who goes onto an unpaid status for 15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

a. Effective July 1, 1993, new employees shall pay

twenty (20%) of dependant coverage on health. Also, new employees and their dependants shall not be entitled to dental or prescription coverage.

b. Effective January 1, 1994, the deductible and co-pay shall apply to all medical benefits.

7. In addition to the insurance program set forth in A.2 above, the County will provide:

a. Prescription drug plan for eligible employees, hired before July 1, 1993, and their dependants:

1993 - \$0 co-pay for generic prescription drugs.

\$5 co-pay for brand prescription drugs.

1994 - \$0 co-pay for generic prescription drugs

\$5 co-pay for brand prescription drugs.

1995 - \$0 co-pay for generic prescription drugs.

\$5 co-pay for brand prescription drugs.

b. An optical plan for eligible employees, hired before July 1, 1993, and eligible dependants.

c. A dental plan for eligible employees, hired before July 1, 1993, and eligible dependants.

d. Effective January 1, 1995, the health benefits deductible shall go from \$100/\$200 to \$150/\$300.

B. When an employee of this unit is injured on duty during regularly scheduled working hours, he/she will be entitled to worker's compensation benefits as set forth by New Jersey State Statute (N.J.S.A. 34:15).

C. In accordance with Federal Law P.L. 99-272, Title X (COBRA), the County offers eligible employees and their families

the opportunity for a temporary extension of health coverage, called continuation coverage, at group rates, in certain instances where coverage under the County plan would otherwise end.

ARTICLE XIV

GRIEVANCE PROCEDURE

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

B. Nothing herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Warden/Division Director.

C. 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.

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

Step 1. the grievance shall be submitted in writing to the Warden/Division Director within ten (10) calendar days of the occurrence of the grievance. The Warden/Division Director shall submit a written answer to the Employee Organization's representative of the grievant within seven (7) calendar days of the submission date.

Step 2. If the grievance is not satisfactorily adjusted at Step 1, the representative may appeal to the Department Head within five (5) calendar days after the receipt of the written answer in Step 1. The Department Head will review the grievance and answer and submit his position in writing within five (5) calendar days of submission to Step 2.

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

Step 4. If the grievance is not settled through Steps 1, 2, or 3, and only if the grievance alleges a violation of the 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 the representative was received or should have been received. The costs for the services of the arbitrator shall be borne by the party against whom the arbitrator decides. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

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

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

F. 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 contract the time limits provided for processing the grievance at any step in the grievance procedure.

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

ARTICLE XV
TRAINING AND SECURITY

a. Training. In accordance with N.J.A.C. 10A:31-5.1, the Employer shall consider the physical characteristics of the Adult County Correctional Facility regarding In-service training for all personnel. All employees who work in, or supervise, continuing contact with inmates shall receive training as mandated by the Department of Public Safety to include chemical agents, and methods of applying force. In addition to the above, firearms training shall be provided for personnel required to use firearms. Training shall be provided to those personnel responsible for knowing the laws, policies, procedures, and rules concerning all of the above.

ARTICLE XVI

FRINGE BENEFITS

A. When an employee is injured on duty, in the line of duty, and the injury is incident related, he/she shall be paid his/her full salary for a period of one (1) year from the date of the onset of such disability, and the Employer shall be subrogated to any worker's compensation disability benefits accrued by the employee. Thereafter, in the event of continued disability, the employee shall be entitled to such benefits as are provided by law.

B. A thorough medical examination will be given to all personnel upon hiring, with the County paying for one-half the cost. The Employer shall also make available to each employee a physical examination at least once annually upon the request of the employee or the Employer. The employee may be given a psychological examination, in the discretion of the Warden/Division Director, and at County expense. The County will provide, at its expense, medical screening for any employee who, after being exposed to a contagious disease as part of his/her employment, either shows symptoms, or 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 employee). Contagious diseases, for the purpose of this section, include: AIDS, hepatitis, mononucleosis, strep infection, tuberculosis, and herpes.

C. The Employer shall hold each employee harmless from any loss, claim or liability to any third person or persons arising out of any non-negligent action or failure to act by any employee in the course of his/her employment. This means an employee is not held harmless if his/her conduct is negligent, reckless, knowing or purposeful. The Employer shall reimburse any employee for all necessary and reasonable expenses, including legal fees, incident to the defense of any such claim. However, the County shall provide a pool of attorneys from whom the individual employee may choose the specific attorney of his/her choice.

D. The County agrees to grant time off without loss of regular straight time pay to the President and/or the Vice President of the Employee Organization (or appointed alternate) for the purpose of attending the regularly scheduled meetings of the State Association, provided that at least forty-eight (48) hours written notice is given to the Employer. The Employee Organization shall designate, at the beginning of each year, the State Delegate. If the President of the Employee Organization desires to attend the same meeting as the State Delegate, the President is required to "swap" time with another employee in the same division. This arrangement shall also apply to attendance by the Local Representatives at the Association State or National Annual conventions.

E. An employee has the right, on his/her own time, to access to the County's official personnel file kept for the

employee, and all records as may be kept by the Employer or his agents, pertaining to the employee, and the Employer shall permit the employee to respond in writing to any document in said file, within one (1) month 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 in said files upon request of the employee. No unsigned document or instrument (except for regular employment records which, by their nature, require no signature), nor any document or instrument of unknown or questionable origin shall be used against any employee in a disciplinary matter.

F. Any employee required to appear in court on Departmental business during off-duty hours shall be paid for that time at overtime rates as defined herein, measured from the time of leaving the Gormley Justice Facility to the courthouse and back.

ARTICLE XVI

MANAGEMENT'S RIGHTS

A. It is the right of the Employer:

1. to determine the standards for the selection of employees according to Civil Service rules and regulations;
2. to direct employees;
3. to maintain the efficiency of County operations;
4. to take all necessary actions to carry out the Department's responsibilities in emergencies; emergencies to be construed as acts of God;
5. to exercise complete control and discretion over the organization and the technology of performing the work;
6. to develop and assign all work schedules pursuant to the terms of this Agreement.

B. It is understood and agreed that the Employer, 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 of the County Department of Public Safety, except as limited by this Agreement.

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

technology, the organizational structure and selection and utilization of personnel.

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

ARTICLE XVIII

LONGEVITY

A. Commencing January 1, 1994, the following longevity provisions will apply to all employees covered by this Agreement, and the caps will be adjusted as follows:

		<u>Cap</u>	<u>Cap</u>
		1/1/94	1/1/95
Starting 1st day of 6th year thru and including the last day of the 10th year	2%	\$ 600	\$ 800
Starting 1st day of 11th year thru and including the last day of the 15th year	2.5%	\$ 950	\$1,150
Starting 1st day of 16th year thru and including the last day of the 20th year	3%	\$1,400	\$1,700
Starting 1st day of 21st year thereafter	6%	\$2,200	\$2,500

ARTICLE XIX

SAFETY, HEALTH AND ADMINISTRATION

A. 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 XX

FULLY BARGAINED AGREEMENT

A. Both parties agree that this Agreement represents all appropriate bargainable issues. This Agreement incorporates all rights and obligations assumed by each to the other as a result of the collective bargaining process. This Agreement represents and incorporates the complete and final understanding and settlement by the parties regarding all 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 both parties recognize, by mutual consent, should or must be made a part of this Agreement.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. 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.

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

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

ARTICLE XXI

DURATION

This Agreement shall be in full force and effect as of January 1, 1993, and shall remain in effect to and including December 31, 1995. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, not later than sixty (60) days prior to the expiration of 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 at the County of Atlantic, New Jersey, on this day of 1993.

INDEPENDENT SUPERIOR OFFICERS
OF ATLANTIC COUNTY

COUNTY OF ATLANTIC

BY: _____

BT: _____
RICHARD E. SQUIRES
County Executive
