

AGREEMENT

between

COUNTY OF ATLANTIC

and

THE FRATERNAL ORDER OF POLICE

ATLANTIC LODGE #34

JANUARY 1, 2003 THROUGH DECEMBER 31, 2006

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PREAMBLE

THIS AGREEMENT, made between the COUNTY OF ATLANTIC, (hereinafter referred to as the "Employer") and the FRATERNAL ORDER OF POLICE, ATLANTIC LODGE #34 and the NEW JERSEY FRATERNAL ORDER OF POLICE LABOR COUNCIL (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 Employer agrees to recognize the FOP as the exclusive bargaining agent for full-time employees classified as Correction Officers, hereinafter termed "employees(s)", but excluding interim and temporary employees and all other employees not specifically included above. Temporary employees are defined as those employees whose term of employment is fixed upon employment for a period to time not greater than 6 months. Interim employees are defined as those employees who are hired as replacements for unit employees who are on leave of absence and whose term of hire is not to exceed 1 year.

B. Where appropriate, the rules and regulations of the Merit System Board and Public Employment Relations Commission shall cover employees under this Agreement. Those rules and regulations will, when appropriate, be interpreted solely by the respective Commissions.

C. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

GRIEVANCE PROCEDURE

A. Purpose

1. The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the FOP, provided such adjustment is not inconsistent with the terms of this Agreement.

B. Definitions

1. A “grievance” is a claim by an employee, group of employees, or the FOP on behalf of an employee or group of employees, based on the violation of this Agreement. The sole remedy available to any employee for any alleged breach of this Agreement shall be pursuant to the grievance procedure provided.

2. An “aggrieved person” is the person or persons or the FOP making the claim.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days at each level shall be considered as a maximum. The time limits, may however, be extended by mutual agreement. If no response is made by management by the end of the time allotment, it shall be construed to be a denial of the grievance and the FOP may proceed to the next level.

Level One - A grievance may be filed in writing with the Grievance Committee (FOP) within 10 calendar days of occurrence of the grievance. Failure to act within said 10 days shall be deemed to constitute an abandonment of the grievance. The Grievance Committee Chairperson may consult with the appropriate person and shall render a written decision within 10 calendar days after receipt of the grievance.

Level Two - In the event a settlement has not been reached throughout Level One procedures, a grievance may be filed with the Warden or his designee. Such person shall render a written determination within 10 calendar days following receipt of the grievance.

Level Three - In the event a settlement has not been reached throughout Level Two procedures, a grievance may be filed with the Department Head or his

designee. Such person shall render a written determination within 10 calendar days following receipt of the grievance

Level Four - In the event a settlement has not been reached through Level Three procedures, the FOP upon determining that the grievance is meritorious, may submit the grievance to binding arbitration. The arbitrator shall be selected in accordance with the procedures established by the Public Employment Relations Commission (PERC).

The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented in the grievance proceeding. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the specific and express written provisions of this agreement or any amendment or supplement thereto. The arbitrator shall have no authority to interpret any law, court decision or statute of this State or the United States in rendering any determination.

D. Arbitration Costs

The costs for the arbitrator shall be borne equally by the Employer and the FOP.

E. Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, with a representative selected and approved by the FOP. When an employee is not represented by the FOP, the FOP shall have the right to be present and to state its views at all stages of the grievance procedure.

F. Miscellaneous

All grievances and responses thereto shall be set forth in writing and shall include an explanation.

ARTICLE III
WORK SCHEDULE

A. All Officers of the Department of Public Safety covered under this Agreement shall work a 40 hour week, including a working lunch period. In addition, the Officers shall report for roll call 15 minutes before the start of their shift.

B. The regular starting time of work shifts for an individual Officer(s) shall not be changed without reasonable notice to the affected Officer(s) (notice being at least 30 days). Affected Officers whose shifts are changed may waive all or part of the 30 day notice. For purposes of this section, where an Officer utilizes or requests that the 30 day notice provision apply and does not waive such notice, it shall not be a basis upon which any disciplinary action may be taken against the Officer.

C. The normal work schedule shall consist of 5 consecutive days of work and 2 consecutive days off, except in emergency situations.

D. Officers will be given 30 days notice if the County is changing the start and end times of the 3 regular shifts (shifts #1, #2 and #3).

ARTICLE IV

OVERTIME

A. There shall be overtime payment at one-and-one-half times regular pay for all hours worked over 40 hours per week. For overtime purposes, time worked included all hours actually worked, New Year's Day, Thanksgiving and Christmas Day, granted bereavement and administrative leaves. Overtime shall be paid no later than the second pay period after the overtime work is performed.

B. If overtime is necessary, the Employer shall first attempt to secure volunteers based upon seniority. If unable to secure sufficient volunteers, the Employer shall have the right to assign overtime based upon the mandatory overtime list (also known as the stick list). If an Officer on the stick list refuses overtime, they are subject to disciplinary action. It is understood and agreed that the top three people on the stick list cannot request to go home early. Any officer who volunteers for a minimum of four hours shall move on the stick list. It is understood that both voluntary and mandatory overtime shall be distributed as equitably as possible.

C. Paragraph B. above does not apply where an employee assigned to a particular duty is to be held over beyond the expiration of his shift, up to a maximum of 2 hours.

D. The Employer agrees to announce the mandatory overtime list at each roll call.

E. No Officer will normally be compelled to work longer than 12 consecutive hours in any 24 hour period unless the Employer is unable to man the assignment or in the event of an emergency. In addition, no Officer will be mandated to work overtime on the last day of that Officer's regular workweek or on the day before an approved minimum 5 day vacation.

F. Call Back

If an Employee is called back to work at a time other than his assigned work tour and is called back at a time not contiguous to the start of his work tour, such Employee shall be guaranteed a minimum of 4 hours compensation at a rate of time and a half. Any Officer who is called in to work during his assigned shift which had been approved as vacation time, administrative leave or compensatory time shall be paid at the overtime rate and will not lose vacation, administrative or compensatory time for the time he was called in.

ARTICLE V

WAGES

A. Salary Scale

	2003	2004	2005	2006
1	\$27,500	\$28,000	\$28,500	\$29,000
2	\$29,500	\$30,000	\$30,500	\$31,000
3	\$30,000	\$30,500	\$31,000	\$31,500
4	\$32,000	\$32,500	\$33,000	\$33,500
5	\$36,000	\$36,500	\$37,000	\$37,500
6	\$40,500	\$41,000	\$41,500	\$42,000
7	\$48,000	\$50,000	\$51,900	\$54,400

The union and the employer agree that movements across the grade (i.e., from 2003 to 2004) shall occur on January 1 of each year whereas movements through the steps of the grade shall occur on the anniversary date. The anniversary date for salary scale purposes shall be the first of the month following the actual anniversary date. Movement to the maximum step shall be January 1 of the officer's maximum year (i.e., an officer at step 6 in 2003 will move to step 7 on January 1, 2004).

B. Longevity Scale

1st day of 6th year through last day of 10th year	\$800
first day of 11th year through last day of 15th year	\$1,150
first day of 16th year through last day of 20th year	\$1,700
starting first day of 21st year	\$2,500

Longevity shall be based on actual hire date and payment regarding same shall be made in the pay subsequent to the one in which such hire date occurs.

C. Grand Jury or Court Time

Any employee required, by the Employer, to appear before any court or grand jury shall either receive regular pay if on duty, or if off duty, shall be compensated

for such time at the overtime rate of pay, if applicable. When an employee is required to appear before any court or grand jury as a result of the officer acting in his or her duties as a law enforcement officer, whether on or off duty, the officer shall be compensated for such time which may be at the overtime rate of pay if applicable. This provision shall not apply to court appearances resulting from law suits filed by the employee against the County, its agents, servants or fellow employees.

D. In addition to salary, Employees shall receive hazardous duty pay as follows:

2003 - \$1,250

2004 - \$1,350

2005 - \$1,350

2006 - \$1,350.

Hazardous duty pay shall be paid in a lump sum by November 15 of each year and is not to be included in base pay.

E. Any Officer who obtains the following degrees shall receive an educational bonus, not added to base, as follows: Associates' Degree - \$250; Bachelor's Degree - \$500; Master's Degree - \$1000. A degree must be in a discipline directly job related or job essential, be awarded by the end of the year prior to which the bonus is sought and a transcript evidencing receipt of such degree must be forwarded to the COB personnel office. The bonus is to be paid in a lump sum on or around March 1 of each year and is not to be included in base pay.

F. Separate Check

All monies allocated to all bonuses and lump sum payments including attendance bonus, holiday pay, hazardous duty pay, educational bonus, etc. shall be paid by separate check and shall not be included in base pay.

ARTICLE VI

UNIFORMS

A. Uniform issue shall be as currently provided.

B. Maintenance Allowance

Officers shall receive a clothing allowance as follows:

2003 - \$1,200

2004 - \$1,200

2005 - \$1,250

2006 - \$1,250.

Fifty (50%) percent of the yearly allowance is to be paid no later than April 15 each year and the remaining 50% shall be paid no later than November 15 of each year.

C. Newly hired Officers shall be given 3 uniforms in new or good condition and shall not be entitled to any allowance, in their first year of hire, as provided in B. above.

ARTICLE VII

MEDICAL BENEFITS AND WORKERS' COMPENSATION

A. Medical Insurance

1. Employees and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with the provisions of the New Jersey State Health Benefits Program. Employees shall be afforded a choice from among the State Health Program's Traditional Plan, the New Jersey Plus Point of Service Plan or HMO coverage.

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

3. The employees and their dependents shall also be afforded optical and dental coverages through the County's own provider contracts.

All of the coverages outlined above will be furnished to the employees and their dependents without premium co-pays.

4. EMPLOYEE, as used herein, means a bargaining unit member who works more than 20 hours per week. Your eligible dependents are your spouse and/or your unmarried children under age 23 who live with you in a regular parent-child relationship. This includes children who are away at school as well as divorced children living at home and dependent upon you for support.

B. Health Benefits at Retirement - An employee who retires shall be eligible for County paid health benefits for himself/herself and eligible dependents for three (3) years after retirement, commencing with the employee's retirement date. Retirement is 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 or upon reaching the age of 62 years or older and having had at least 15 years of service credit 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 year period of employer paid coverage.

C. Leaves of Absence - When an employee is granted a leave of absence unrelated to any Family and Medical Leave Act, the coverage of that employee and his dependents will be terminated unless the employee reimburses the County in full for the premium due during the leave in advance of taking such leave. Employees can then re-enroll with the County group upon returning from the leave of absence. In no event can this period of reimbursed coverage exceed 6 months.

Any employee who goes to an unpaid status for 15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

D. A thorough medical examination will be given all Officers upon hiring, with the County paying for 50% of the cost. The County shall also make available to each Officer a physical examination at least once annually upon the request of the Officer or the County. The Officer may be given a psychological examination at the discretion of the Department Head and at County expense.

E. Workers' Compensation.

When an employee 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. 34:15). 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. The County will provide, at its expense, medical screening for any Officer 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 Officer tests positive, the County will provide, at its expense, medical screening for the Officer's immediate family (those who reside with the Officer). Contagious diseases, for the purposes of this section include: AIDS, hepatitis, mononucleosis, strep infection, tuberculosis and herpes.

ARTICLE VIII

HOLIDAYS

A. There shall be 13 paid holidays per year, of which 10 shall be paid in a lump sum at the rate of time and one half the straight time hourly rate by the fifteenth of November of each year. The remaining 3 holidays shall be celebrated on Thanksgiving Day, Christmas Day and New Year's Day.

B. In the event an employee is required to work on one of the above 3 holidays, they shall be compensated for such work at one and one half the straight time hourly rate.

C. If any of the above 3 holidays fall within an Officer's vacation period, it shall not be counted against vacation time.

D. If the County Executive declares a day off with pay for any other County Employees, then the Employees covered by this agreement who work the day off, shall have an additional administrative day added to the next calendar year. However, said day shall be lost if not taken within that next calendar year.

E. All Officers covered by this Agreement shall be entitled to 3 administrative days off annually.

F. Under normal circumstances, administrative days should be scheduled in advance. An Officer cannot call in for the use of administrative time at the beginning of their shift. Administrative time may be used in increments of 1 hour. An Officer may take 1 administrative day per year with as little as 12 hours notice to the management. Officers cannot be refused administrative time unless there is already 1 Officer from that shift utilizing administrative time.

G. Officers shall make reasonable efforts to utilize administrative time during the year in which it is earned. Consistent with staffing needs, requests will not be unreasonably denied. If at the end of the calendar year all administrative time has not been utilized, then the Officer shall be permitted to carry over up to 1 year's accumulation. If at the end of the second year it is still not used, it will be paid for at the then existing hourly rate. Management will provide Officers with notice of their accumulated administrative time by January 1 and December 1 of each year.

H. In the initial year of hire, Officers will be paid for holidays occurring after the date of hire. Administrative days will be pro-rated based on date of hire.

ARTICLE IX

VACATION

A. All full time employees shall receive the following vacation leave per calendar year.

1st year	1 day per month worked
2nd - 5th year	15 days
5th - 12th year	18 days
12th - 20th year	21 days
after 20 years	25 days

Accrual

For Officers who are in the year of service to increase their annual amount of vacation, specifically during the 1st to 2nd year, the 5th to 6th year and the 12th to 13th year, the advanced allotment 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 Officers going from their 20th to their 21st year, the advance 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. Carry Over

An Employee shall be allowed to carry over up to 10 days for 2 subsequent years up to a maximum carry over of 20 days. Such days shall be paid at the rate applicable when earned.

C. Death

Upon death of an Employee, all accrued and earned leaves (excepting sick and administrative leaves) shall be paid to the estate.

D. Separation

An Employee retiring or otherwise separating from employment shall be entitled to pro-rata vacation allowance for the year in which the separation becomes effective. Any vacation leave which may have been carried over will also be paid.

E. Vacation Requests

Initial Vacation Bidding

1. In the months of October and November of each year, every Employee shall submit 1 request for preferred vacation for the year. Preference will be given to the most senior Officers for vacation requests at least 5 consecutive days in length (including any regular days off). After all Officers have submitted their initial request, subsequent requests will be dealt with on a case-by-case basis.

Secondary Vacation Bidding Process.

The following procedures shall be utilized for vacation requests. Effective December 1 (at 0500 hours or when the operations unit opens) through December 6 (when the operations unit closes) the unit will accept vacation requests of five day blocks only. Effective December 7 (at 0500 hours or when the operations unit opens) the unit will accept single day vacation requests. No vacation slips will be accepted unless presented at the operations unit when it opens or is delivered thereafter.

3. At least 48 hours notice shall be provided for requests for each single day of vacation and seniority shall resolve all conflicts. (Management shall post the minimum number of Officers needed for each shift. The Operations Unit will provide a list of how many Officers can be off for a shift.) Upon request, the Warden or his designee, with 48 hours notice, may authorize either a ½ day of vacation or administrative leave or comp leave to any employee provided there is sufficient staffing on each shift without requiring overtime. Vacation leave for requested single vacation days as provided herein, will be granted if said use of vacation leave does not violate the posted minimum number of Officers as described above. Each officer shall, however, be granted 1 vacation day annually without regard to minimum staffing. The preceding shall also be limited to 1 Officer per shift.

F. Management shall respond within 72 hours to all requests for vacation.

G. An Officer separated from employment prior to taking their vacation shall be compensated in a lump sum for the accrued and unused vacation at the current rate of pay.

H. If an Officer has medical documentation of a family member or themselves being sick, they can use their vacation or compensatory time in lieu of sick time.

ARTICLE X

SICK LEAVE

A. Sick leave may be utilized by employees:

1. when they are unable to perform their work by reason of personal illness, accidental injury or exposure to a contagious disease or

2. to care, on a short term basis, for a critically ill member of the Employee's immediate family requiring the presence of the Officer.

3. Sick leave is pursuant to N.J.A.C.4A:6-1.3:

a. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

b. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

B. "Immediate family" is defined as: an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the employee's household.

C. If an Employee is absent for reasons that entitle him/her to sick leave, his supervisor shall be notified at least 90 minutes prior to the Employee's usual reporting time. In case of sudden illness or emergency, exception may be granted by the Warden or his designee. Failure to provide such notification may be cause for denial of the use of sick leave and may constitute cause for disciplinary action. Absence without notice for 3 days consecutive shall constitute a resignation.

D. Verification of Sick Leave

An Employee who is absent on sick leave may be required to submit acceptable medical evidence verifying the need for sick leave. Abuse of sick leave shall be cause for disciplinary action. Employees who call out sick on the last day of their work week must call in the next day to advise as to their availability for duty. If an Officer gets placed on the mandatory doctor's list (which requires a doctor's note every time the Employee utilizes sick time) and the Officer does not show a sick

time pattern, within the previous 6 months, the Officer will be taken off the mandatory doctor's list.

E. Return to Duty

The Employer may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the Employer's expense, by a physician chosen by the Employee from a panel of physicians designated by the Employer. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of the Employee or other Employee

F. A perfect attendance bonus of \$750 shall be paid for annual perfect attendance and determined by looking back at the prior calendar year. To be eligible the Officer must be employed for the entire calendar year and have no "W" time or suspensions. Perfect attendance excludes only the use of vacation, administrative and bereavement time. The bonus shall be paid by February 1 of the year succeeding annual perfect attendance.

G. Terminal Leave

Any Officer covered under the terms of this Agreement who retires (as defined in Article VII - Medical Benefits) from County service shall be paid 50% of accrued sick leave up to a maximum of \$12, 000.

ARTICLE XI

BEREAVEMENT LEAVE

- A. A leave of absence with pay, up to 3 days shall be granted to an Officer desiring such leave because of a death in the immediate family.
- B. The definition for "Immediate family" appears in Article X B.
- C. Use of sick time, vacation or administrative time in conjunction with a bereavement leave will not be unreasonably denied.

ARTICLE XII

OTHER BENEFITS

A. Workers' Compensation

Workers' Compensation. When an employee 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. 34:15). 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.

B. Other Leaves

1. An Officer who is temporarily incapacitated and unable to perform his/her duties may, with approval of the Department Head, be granted a special leave of absence without pay for a period not to exceed 6 months, which may, upon approval, be extended for an additional 6 months.

2. Military leave shall be granted in accordance with all state and federal laws.

3. All Officers shall be entitled to leave in accordance with state and federal Family and Medical Leave Acts.

4. Compensatory Time

All compensatory time must be requested and approved a minimum of 48 hours in advance. No Officer may accrue more than **96** hours of compensatory time. Each time overtime is worked, Officers shall have the right to have it paid by check or by compensatory time.

ARTICLE XIII

MANAGEMENT RIGHTS

A. Management rights include the following:

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

B. It is understood and agreed that the County, in its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the work force and the right to plan, direct and control the operation of all equipment and other property at the Justice Facility, except as limited by this Agreement.

C. Inherent management rights include, but shall not be limited to, such areas of discretion in policy as the functions and programs of the County, 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 nor shall be considered restrictive or a waiver of any of the rights of the County not listed herein.

ARTICLE XIV

LODGE RIGHTS

A. Information

The County shall make available to the FOP for inspection all financial records and data in the public domain upon written request and at a time of mutual convenience.

B. Release Time

Whenever any representative of the FOP or any employee participates during working hours in negotiation or meetings with the County, he shall suffer no loss in pay nor be required to make up such time.

C. Bulletin Boards

Two bulletin boards shall be provided by the Employer for the exclusive use of the FOP. The locations for the boards shall be subject to the approval of the Warden.

D. Statutory Leaves

Representatives of the FOP shall be granted leave to attend all meetings as mandated by statute. Required written notice to management is 48 hours.

E. Recognized Representative

The Employer will recognize and communicate with the FOP's designated representative for informational purposes pertaining to salary, benefits or any other problem between Employees and the Employer.

G. The Management will permit 2 FOP Officers to attend Lodge #34 monthly meetings, provided that officers from that shift hold one of the following offices within the union: President, Vice President, Second Vice President Secretary, Treasurer, State Trustee, Lodge Trustee, Shop Steward, Grievance Committee Chairperson or Sergeant at Arms. No alcohol is to be consumed at such meetings.

ARTICLE XV

DUES DEDUCTION

A. Dues Deduction

The County agrees to deduct monthly membership dues from the regularly issued paychecks of the individual members of FOP Lodge #34, provided those individual members request in writing that such deductions be made. Deductions shall be made at intervals convenient to the County, but no less frequently than monthly and thereafter shall be certified along with the remittance to the Treasurer of the FOP, together with a list of the name of all Officers for whom deductions were made. The certification, list and remittance shall be made no later than the 10th day of the month following the deduction. A notice of desire to terminate the deduction of dues by any Officer must be received in writing by the County and the FOP no less than 30 days prior to the effective date of the requested termination.

B. Agency Shop

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

ARTICLE XVI

REPRESENTATION FEE

A. Purpose of Fee

If an Employee covered by the terms of this agreement does not become a member of the FOP during any membership year which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the FOP for that membership year. The purpose of this will be to offset the employee's per capita cost of services rendered by the FOP as majority representative.

B. Notification of the Amount of Fee

1. Prior to the beginning of each membership year, the FOP will notify the Employer of the amount of the regular membership dues, initiation fee and assessments charged by the FOP to its own members for that membership year. The representation fee to be paid by nonmembers shall be determined by the FOP and shall be to 85% of that amount.

2. Such sum representing the fair share does not reflect the cost of financial support or partisan, political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours and other terms and conditions of employment in addition to those which are secured through the collective negotiations with the Employer.

C. Challenging Assessment Procedure

1. The FOP acknowledges and affirms that it has established a procedure by which a nonmember Employee in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

2. In the event that a challenge is filed, the deduction of the fair share fee shall be held in escrow by the FOP pending final resolution.

D. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the FOP will submit to the Employer a list of those Employees who have not become members of the FOP for the then current membership year. The Employer will then deduct from the salaries of such Employees in accordance with

Paragraph 2. below the full amount of the representation fee and will promptly transmit the amount so deducted to the FOP

2. Payroll Deduction Schedule

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list or
- b. 30 days after the Employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deduction will begin with the first paycheck paid 10 days after resumption of the Employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an Employee who is required to pay a representation fee terminates his/her employment before the FOP has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmittal of such fees to the FOP will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the FOP.

5. Changes

The FOP will notify the Employer in writing of any changes in the list described above and/or the amount of the representation fees and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.

6. New Employees

On or about the first day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the FOP a list of all Employees who began their employment in a bargaining unit position during the preceding 30 days. The list will include names, job titles and dates of employment for all such Employees.

7. Save Harmless

The FOP shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of fee deductions by the Employer for the FOP which the Employer has remitted to the FOP pursuant to this Article. The Employer will give the FOP notice in writing of any claim, demand, suit or other form of liability which arises.

8. It is the intent of the parties to fully comply with the rules and regulations of the Public Employment Relations Commission. To the extent any procedure established by these provisions is not in harmony with same, the parties agree to promptly negotiate conforming replacement language.

ARTICLE XVII

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the corrections facility is of paramount importance to the citizens of the County and that there should be no interference with such operations.

B. The FOP covenants and agrees that during the term of this Agreement, neither the FOP nor any person acting in its behalf will cause, authorize, engage in or sanction any job action (e.g., the concerted failure to report for duty, willful absence of an Employee from his position, stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties). The FOP agrees that such action would constitute a material breach of the Agreement. It is understood that Employees who participate in such activities will be subject to disciplinary action.

C. Nothing contained in this Agreement shall be construed to restrict the County in its right to seek and obtain such relief as it may be entitled to have.

ARTICLE XVIII

WORKING CONDITIONS AND SAFETY ITEMS

A. Transportation

Employees who are required to transport prisoners will, wherever possible and practicable, be selected to be of the same sex as the prisoner to be transported. At no time shall any one Officer be required to transport more than 3 prisoners (minimum security prisoners are excluded from this provision and are defined as road gang, weekenders and work release).

B. Training Academy

Pursuant to statute, employees are required to graduate from a certified Training Academy in order to obtain permanent employment.

C. Reimbursement of Training Expenses

Employees trained after May 1, 1999 shall reimburse the County for all "new-hire"/training costs incurred in the event of separation from employment less than 3 years from the start date of training. "New-hire"/training costs include but are not limited to costs associated with the following: interview, background investigation, physical(s), uniforms, recruit salary during training and pro-rata costs of instruction and materials associated with same.

D. Shank-Proof Vests

Officers will be provided with a protective vest.

E. Adequate riot gear and equipment to help facilitate the quelling of disturbances by inmates will be provided.

F. Hepatitis B inoculations will be available to all Employees on a voluntary basis and without charge.

G. Health/Safety Inspection

A health and safety inspection of the Justice Facility shall be completed monthly. The written report shall be filed with the Department Head and a copy shall be available to the FOP.

H. The cost, equipment and time necessary to obtain the training and certifications required by the County for an Officer shall be provided and paid for by the County unless the Officer has received the required training prior to the start of his/her employment at the Justice Facility (subject to Paragraph C above).

ARTICLE XIX

EMPLOYEE RIGHTS

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

A. Political Activity

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

B. Advice of Rights

All members of the force are citizens of the United States and of the State of New Jersey and, as such, are entitled to all rights and privileges guaranteed by the Constitutions and laws of the United States and of the State of New Jersey. Officers also hold a unique status as public Officers involved in the exercise of a portion of the police powers of the County. In an effort to ensure that investigations and/or interrogations of Officers are conducted in a manner which is consistent with both of these principles, the following practices and procedures are hereby adopted whenever an Officer is subject to investigation and/or interrogation by the Warden, a commanding Officer or other Officer of the Division and/or Department for any reason which could lead to criminal charges or disciplinary action.

1. An Officer has the right not to incriminate himself/herself by answering questions, oral or written, propounded to him/her in the course of the investigation, nor shall Officers be compelled to give a statement, oral or written, relating to said investigation without first being read and having waived his/her Miranda rights if the allegation under investigation is criminal in nature.

2. At any point during an investigation an Officer has the right to retain counsel of his/her choice, at his/her expense, and to have said counsel present to advise at all stages of the criminal proceeding or interrogation. of the Officer.

3. At the request of the Officer, a Union representative will be present at any interrogation of the Officer. The Union representative's purpose shall not be to interfere with the interrogation and/or investigation, but to witness the conduct of said procedure and to advise the Officer as to his/her rights under this Article.

4. Any interrogation of the Officer shall be conducted at a reasonable hour, preferably at a time when the Officer is on duty, with reasonable notice given, unless the seriousness of the investigation is such that an immediate interrogation is required. If such an interrogation does occur during the off-duty time of the Officer being interrogated, the employee shall be compensated for such off-duty time in accordance with the provision of the contract.

5. The interrogation shall take place at a location designated by the Warden or his/her designee, including the investigating officer. Unless the circumstances of the investigation dictate otherwise, the location shall usually be at one of the following: the Warden's office; the office of the investigating officer, at the Facility at which the Officer is employed; at a location mutually agreeable to the interrogating officer and the Officer under investigation; the location where the incident allegedly occurred, in which case no non-employee complainant shall be allowed to be present during the interrogation.

6. The Officer under investigation shall be informed of the nature of the investigation before any interrogation begins. The Officer shall also be informed not later than the commencement of the interrogation of the name, rank and command of the Officer in charge of the investigation, the interrogating Officer and all persons who will be present during the interrogation.

7. All complaints must be reduced to writing as soon as possible during the course of the investigation. The writing shall include the nature of the investigation, the names and addresses of all complainants, provided, however, that the investigating Officer or a commanding Officer may be the complainant. In the event that the name of the actual complainant is unknown to the Department, or if the Department believes that the name of the complainant must be withheld, given the circumstances of the investigation, then the Department will so inform the Officer, and the reasons why the name of the complainant is not being given. If, as a result of an investigation, disciplinary charges are filed against the Officer, the charges shall be reduced to writing and the name of the complainant must be included in the written charge.

8. The interrogation sessions shall be reasonable in length, and reasonable breaks shall be allowed for personal necessities, meals, telephone calls, and rests as are reasonably necessary. The Officer under investigation shall not be subject to any offensive language, nor threatened with transfer or any disciplinary action. No promise, reward or favorable treatment shall be made as an inducement to have the Officer answer questions. However, nothing herein shall be construed to prevent the investigating Officer from informing the Officer of the possible consequences of the acts under investigation.

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

10. If the interrogation is recorded, either by audio or visual recording, then all portions of the interrogation shall be so recorded, and the Officer, if he/she

requests, shall be provided with a copy of the audio or visual recording at the Officer's expense.

11. In the course of any investigation and/or interrogation, the Officer shall have the right to provide the names of witnesses who shall be interviewed by the investigating Officer. Prior to the conclusion of the investigation, the Officer shall have the right to provide a statement for the record, which statement shall be made part of the investigation.

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

13. No Officer shall be compelled to submit to a polygraph examination without his/her express written consent, and no disciplinary action or other adverse or punitive action shall be taken against an Officer for refusing to submit to such a polygraph examination.

14. Nothing in the foregoing shall abridge the right of the Warden, commanding Officer or supervisor to counsel with, advise, or admonish an Officer under his/her command/supervision in private, nor shall anything in the foregoing abridge the right of the Warden and of the Department to initiate discipline, as long as it is handled in a manner consistent with the protections set forth in this contract.

15. No dismissal, demotion, transfer, suspension, reassignment, denial of promotion or reassignment, or any other disciplinary action shall be taken against any Officer by reason of his/her lawful exercise of the rights and privileges guaranteed by the Constitutions and laws of the United States and of the State of New Jersey and/or the rights guaranteed herein, or elsewhere in the contract.

C. Suspensions

No Officer shall suffer a suspension from duty with or without pay unless the suspension shall meet the requirements of the guidelines set forth by the Department regulations, Title 40A, Civil Service Law and Regulations and any other applicable law.

D. Outside Employment

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

E. Liability Insurance

The County will defend and indemnify each and every Officer against civil suits arising from their employment to the extent permitted by law. Members of the FOP Lodge #34 agree to cooperate in the defense of any such claims.

F. Reservation of Rights

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

G. Officer's Bill of Rights.

1. The employees agree that upon becoming involved as a party to litigation for a criminal or civil complaint that is job-related, to immediately notify the facility administrator or his/her designee of said legal action. The employer at the County's expense agrees to be responsible for an appropriate defense in accordance with law.

This provision shall not apply in a case where the employee commences a law suit against the County, its agents, servants or employees.

2. Every employee shall have the right to inspect and review his/her own individual personnel file at a reasonable time and upon reasonable notice to the facility administrator or his/her designee. The employer recognizes and agrees to permit this review and examination upon reasonable notice and time. Each employee shall have the right to define, explain or object in writing to anything found in his/her personnel file. The employee may be accompanied by a representative of the association on his/her own time if he/she desires.

3. Nothing adverse to any employee shall be entered into their personnel file without the employee being advised in advance and the employee must sign the document prior to its being entered.

ARTICLE XX

SENIORITY

A. Seniority lists will be developed and posted within 30 days of the signing of this Agreement and shall be presumed to be accurate unless a question is raised by an individual, or the FOP, within 10 calendar days of the posting. The seniority lists will be used for determining vacation selection as well as the scheduling of voluntary or mandatory overtime.

B. Seniority is defined as follows:

1. Correction Officers - date of employment with the Atlantic County Department of Public Safety

2. For purposes of upgrade - seniority is defined as date of employment in title

C. Any Employee may exercise seniority to bid for vacancies on shift assignments and job positions provided that the Employer's criteria for qualification are met. Such criteria includes the employee's entire personnel record.

D. Assignment of posts to Officers shall be made in accordance with the following:

1. Management shall provide a list of all posts, (housing/general assignment) shifts and days off within the main facility. The creation of same shall be in the sole discretion of management. Each Officer may bid for an assignment once every 2 years, starting July 1, 2003 for the 2004 year. Should an Officer not be reporting for regular work assignment at the main facility during the pendency of the bidding process, the FOP shall provide the bidding form to the Officer. Should an Officer not submit said bidding form as prescribed herein then such Officer shall be assigned to a post at the discretion of management.

2. After expiration of the time for receipt of bidding forms, management shall post the roster of bids in September and a list of post assignments to the President of FOP Lodge #34 for posting on an FOP bulletin board. Assignment of said posts shall be effective as of the first Sunday in January following the bid process. Management shall assign vacant posts at its discretion, giving consideration to the seniority of the Officer.

3. All Professional Development Unit (PDU) assignments shall be at the sole discretion of management. Prior to the bid process, the County shall provide notice to the President of FOP Lodge #34 of the Officers assigned to PDU.

4. The County agrees that all assignment of posts shall be based on job performance, ability and seniority and in no manner whatsoever shall assignment

of posts be based on gender, ethnicity, creed, political affiliation or membership in a social, community or fraternal organization.

E. Officers assigned to Boot Camp will be scheduled in accordance with Boot Camp rotating schedules.

ARTICLE XXI

LEGAL REPRESENTATION

The County shall hold each Officer harmless from any loss or liability to any third person or persons arising out of any non-negligent act or failure to act in the course of his/her employment. The County shall reimburse any Officer for all necessary and reasonable expenses incident to the defense of such claim and the County shall provide a pool of attorneys from which the Officer is to select the specific attorney of his/her choice.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Health Hazards

Any Employee required/requested to transport or be in contact with any person carrying or having an infectious disease shall be notified of such in advance, if known. The Employer agrees to take all reasonable precautions regarding protection for the Employee. If a health hazard is not known until after an Employee's contact, the Employer will notify the Employee as soon as possible and any required medical exams and/or treatment will be provided by the Employer at no cost to the Employee.

B. Nondiscrimination

There shall be no discrimination by the Employer or the FOP against any Employee because of the Employee's membership or non membership in the FOP. Neither the Employer nor the FOP shall discriminate against any Employee because of race, creed, color, age, sex, marital status or national origin.

C. Separability

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIII

FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could be the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter.

C. This Agreement shall not be amended, modified nor supplemented in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXIV

PRORATION AND RETROACTIVITY

A. During the initial year of service, Officers having entitlements under the terms of this Agreement shall receive prorata payments for allowances, reimbursements and longevity. Proration shall commence with the date of entrance into the unit and end on December 31 of that year.

B. Officers on unpaid leaves or suspensions shall have no entitlements to allowances, stipends, reimbursements and longevity during the period of such leave or suspension.

C. Retroactive payments of any kind, including salary increases, will not be made for those Officers who separate from employment prior to the date on which payment is issued. The preceding sentence does not apply to Officers who retire during the life of this Agreement. (Retirement is defined in Article VII)

ARTICLE XXV

DURATION

This Agreement shall be effective January 1, 2003 through December 31, 2006.

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

COUNTY OF ATLANTIC

FOP LODGE #34

Dennis Levinson Date
County Executive

Anthony J. Minetti Date
President, FOP Lodge #34

James F. Ferguson Date
County Counsel

James W. Allen, III Date
Secretary, FOP Lodge #34

Bruce Carber Date
Contract Chairman, FOP Lodge 34

Don Shaw Date
FOP Labor Counsel