

1528

LABOR AGREEMENT
COUNTY OF ATLANTIC
and
NEW JERSEY
STATE P.B.A.
LOCAL #243
1993-1995

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PREAMBLE

THIS AGREEMENT by and between the COUNTY OF ATLANTIC and the ATLANTIC COUNTY SHERIFF (herein referred to as "Employer(s)") and the NEW JERSEY STATE P.B.A., LOCAL #243, (hereinafter referred to as "Employees") represents the complete and final understanding of all negotiable items which were or could have been the subject of negotiations between the parties.

ARTICLE I
RECOGNITION

- A. The Employer, herein referred to as the County hereby recognizes, the Atlantic County P.B.A. Local #243, hereafter referred to as the Association, as sole and exclusive collective negotiating agent and representative for all Sheriff's Officers, Sheriff's Officer Sergeants, Sheriff Officer Sergeants (I.D.), and Sheriff's Investigators, but excluding the Sheriff, Undersheriff, Captains, and Lieutenants.
- B. The title "officer" and "employee" shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

ARTICLE II

DUES CHECK-OFF AND AGENCY SHOP.

A. DUES DEDUCTION

1. Employer agrees to deduct monthly membership dues in the Atlantic County P.B.A. Local #243 from the pay of those employees who individually request in writing that such deductions be made. The amounts deducted shall be certified to the Employer by the Treasurer of the P.B.A., and the aggregate deductions of all Employees shall be remitted monthly to the Treasurer of the P.B.A., together with a list of the names of all Employees for whom deductions were made, by the 10th day of the succeeding month after the deductions are made.

2. Any written designation to terminate the deduction of P.B.A. dues must be received in writing by the Employer, and the P.B.A., and the filing of such notice of withdrawal shall be effective to halt deductions as of the first day of the month next succeeding the date on which the notice of withdrawal is filed.

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 non-members equivalent to 85% of the regular

membership dues, fees and assessments. The Union 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 III

SENIORITY

- A. Bargaining unit seniority for all benefits is determined by the date of hire in the bargaining unit.
- B. Transfers from outside of the department begin at the starting salary for the position. Seniority for all benefits is determined by the date of hire in the bargaining unit. Commencing with the date of execution of this Agreement, prior County service will count towards service time for longevity.
- C. An Employee having broken service with the Employer (as distinguished from a leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.
- D. If a question arises concerning two or more Employees who were hired on the same date, preference shall be given in accordance with Civil Service Rules and Regulations.

E. Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of employment with the Sheriff's Department in a bargaining unit position, and classification, and shall furnish copies of same to the P.B.A. upon request.

ARTICLE IV

WORK SCHEDULES

- A. All Employees covered under this Agreement shall work a forty (40) hour week encompassing five (5) consecutive days of unbroken eight (8) hour shifts, which shall include a working lunch period. Said work days shall be followed by two (2) consecutive days off.**
- B. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees. This section shall not apply to call-ins, or overtime, and shall not be utilized to deprive any employee of cash valuation for overtime.**
- C. The following work week schedules shall be observed:**

-
- 1. Mays Landing Sup. Ct./Transport - Mon. thru Fri.**
 - a. 0700 - 1500 hours**
 - b. 0830 - 1630 hours**
 - 2. A.C. Sup. Ct./Transport. - Monday thru Friday**
 - a. 0700 - 1500 hours**
 - b. 0830 - 1630 hours**
 - c. 1000 - 1800 hours**
 - 3. Identification Unit - Monday - Friday**
 - a. 0830 - 1630 hours**

4. Legal Investigative - The hours of operation of the Legal and Investigative unit will be flexible as determined by the Sheriff, but within the framework of the unbroken eight (8) hour shift, forty (40) hour schedule set forth in A above.
5. Warrants - Monday thru Friday
 - a. 0800 - 1600 hours
 - b. 1600 - 2400 hours
 - c. Officers assigned to these units shall work five (5) consecutive days with two (2) consecutive days off subject to paragraph B above.
6. Special Operations - Sunday - Saturday
 - a. 0800 - 1600 hours
 - b. 1600 - 2400 hours
 - c. 2400 - 0800 hours
 - d. Officers assigned to this unit shall work five (5) consecutive days with two (2) consecutive days off subject to paragraph A above.
7. County Office Building - Monday - Friday
 - a. 0830 - 1630 hours
 - b. 0900 - 1700 hours
8. The Sheriff reserves the right to modify the above schedules and the organizational structure of the department in accordance with operational needs.

D. Within each operational unit to which an employee is assigned, employees will be afforded choice of shift (e.g. days, evenings, nights), choice of available days off, and vacation preference in accordance with seniority except if departmental needs require a particular transfer. This will be accomplished by a semi-annual bid system. If an employee is transferred to another unit during a half-year period, he/she shall maintain his/her choice(s) that were made while serving in the previous unit.

ARTICLE V

OVERTIME

- A. Overtime shall refer to any time worked beyond the regular hours of duty, as specified above and specifically includes any time in excess of forty (40) hours per week.
- B. The following will be regarded as hours worked for the purpose of computing overtime:
1. All hours actually worked
 2. Holidays (scheduled)
 3. Days declared by County as days off
 4. Bereavement leave granted under Article XI, G.
- C. Overtime shall be paid in cash, and shall be paid at time and one-half (1 1/2) of the regular hourly rates of pay for such employee. The hourly rate for 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. No Employee shall have his/her regular work week schedule or regular day off schedule changed for the purpose of avoiding payment of overtime.

- F. It is agreed that overtime will be distributed fairly among members on the list qualified to do the assignment. The method of approach shall utilize a posted seniority list broken down by shift within each division or work unit. If an employee refuses overtime, he/she shall be skipped over until his/her name next appears in the rotation. The employer shall have the right to assign overtime if the number of volunteers is insufficient.
- G. Bargaining unit members will have the option of overtime cash payment consistent with this Article or the equivalent in compensatory time at their individual election. Employees may receive a combination of cash payment and compensatory time in any pay period. Time on the books shall not exceed 480 hours.
- H. If any law enforcement unit negotiates an improvement in the basis for overtime, the parties shall reopen negotiations for the limited purpose of this subject.
- I. If employees are required to be on "standby", employees will receive two (2) hours of straight time for every eight (8) hours on standby with an eight hour standby minimum.

J. If County offices are closed due to inclement weather and Sheriff's Officers are required to remain on duty or to report during the time the County offices are closed, the Officers who work in the same site(s) in which County employees are either released or told not to report shall be compensated with one hour of compensatory time for each hour during which they are required to work when other employees are not.

K. Individuals who are assigned to extraditions or other assigned trips will claim only hours worked. There shall be no payment for sleep or recreation time. If travel time is required in excess of an employee's normal commuting time due to the employee's being required to report to or leave from his/her normal work station, the difference between the two shall be claimed as hours worked if it is a work assignment. If the excess travel time is due to mandated school attendance, the difference shall be claimed as hours worked. No travel shall be claimed if attendance at the school or conference is permissive.

ARTICLE VI

CALL-IN TIME

- A. Any employee who is requested to and does return to work during periods not contiguous to his/her regularly scheduled shift shall be paid overtime at the premium rate of time and one-half (1 1/2) with a minimum guarantee of four (4) hours, except in the instance where the officer is called in one hour prior to his/her regularly scheduled shift, in which case he/she shall be paid a minimum of two (2) hours.
- B. If any officer is called in to work during his/her regular shift when he/she has received approved vacation time, said officer shall be paid at the overtime rate and will not lose vacation credit for the day called in.
- C. Call-in time shall be paid portal-to-portal.
- D. N.J.S.A. 34:15 et seq. (Worker's Compensation) applies to an Employee en route to or from a "call-in", in the same way it applies to travel to or from a regular work shift.

ARTICLE VII
HOLIDAYS AND PERSONAL TIME

A. The following holidays are recognized as paid holidays within the County:

- (1) NEWS YEAR'S DAY
- (2) MARTIN LUTHER KING'S BIRTHDAY
- (3) WASHINGTON'S BIRTHDAY
- (4) LINCOLN'S BIRTHDAY
- (5) GOOD FRIDAY
- (6) MEMORIAL DAY
- (7) FOURTH OF JULY
- (8) LABOR DAY
- (9) COLUMBUS DAY
- (10) VETERAN'S DAY
- (11) GENERAL ELECTION DAY
- (12) THANKSGIVING DAY
- (13) CHRISTMAS DAY

B. Holidays which fall within an employee's vacation period shall not be counted against vacation time.

C. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday.

- D. If the County Executive declares the day after Thanksgiving a holiday for all other County employees, then, and in that event only, the Employees covered by this Agreement shall have that day as a holiday as well.
- E. Employees who are required to work on a recognized County holiday shall receive, in addition to their holiday pay, time and one-half (1 1/2) their regular straight time hourly rate of pay for all hours worked.

PERSONAL TIME (ADMINISTRATIVE TIME)

- F. All Employees covered by this Agreement shall be entitled to three (3) personal days off annually.

(1) New full-time Employees hired in the first quarter of the calendar year are entitled to two full days; those hired in the second quarter are entitled to one and one-half days; those hired in the third quarter are entitled to one day; and those hired during the last quarter are entitled to one-half day. During all subsequent years, employees are entitled to three full days.

- (2) Part-time Employees will receive a pro-rata share of administrative/personal time based on the work week of the comparable full-time position.
- (3) Under normal circumstances, administrative/personal time should be scheduled in advance. Administrative/personal time may be used in increments of one hour. An employee cannot call in for use of administrative time at the beginning of his/her scheduled shift. Use of this time for the beginning of a work shift must be approved in advance.
- (4) Administrative/personal time must be taken within the year accrued.

ARTICLE VIII

CLOTHING ALLOWANCE

- A. For the year 1994, all employees will receive a clothing allowance of \$275.00, plus an allowance of \$90.00, plus an additional allowance of \$150.00. All monies due shall be paid to the employees no later than December 1, 1994.
- B. Commencing January 1, 1995, each employee shall receive a \$500.00 maintenance allowance along with a \$300.00 clothing replacement allowance in one (1) lump payment of \$800.00 in the first pay in November of each year. In the event an employee leaves the employ of the County between the time he receives his allowance in November and the end of that year, the employee shall not be required to refund any part of the allowance. It is agreed that the \$800.00 allowance shall be paid to each employee by separate check and not be included in the employee's regular payroll check. Employees shall not be required to provide to the County any receipts nor be subject to any "show down" inspections except that the County maintains the right to inspect any of the issued items with the exception of shirts, pants, ties, dress hat, and leather shoes upon reasonable notice.
- C. The clothing list, Schedule A, shall describe all clothing and equipment that an officer must have. All items will be

provided for and replaced by the County except those items so noted as the individual's responsibility.

D. The County agrees to provide all items on the list to new hires upon employment. New hires will only receive a \$500.00 maintenance allowance and not receive the \$300.00 replacement allowance in their first year of employment. Commencing their second year of employment, they shall also receive the \$300.00 replacement allowance.

E. The cost of any modification to the uniform requirement shall be borne by the Employer within the Sheriff's budget.

F. Upon entry into the academy, an appropriate academy uniform shall be issued.

G. All items issued by the County to an employee must be turned in for exchange or replacement if damaged. All items issued must be turned in or accounted for upon severance of employment. Lost items will require an explanation.

ARTICLE IX

SALARY

Salary Increase

A. The following salary scales shall become effective as set forth for the titles of: Sheriff Officer, Sheriff Officer/Sergeant, Sheriff Officer Sergeant (I.D.), and Sheriff's Investigator.

SALARY JAN. 1, 1993

Sheriff's Officer STEP/ANN	01/01	04/01	07/01	10/01
1	\$25,027	25,027	25,027	25,027
2	27,027	27,027	27,027	27,027
3	29,027	29,027	29,027	29,027
4	31,027	31,027	31,027	31,027
5	33,027	33,027	33,027	33,027
6	35,027	35,027	35,027	35,027
SHER SGT	37,027	37,027	37,027	37,027
SHER INV	35,027	35,027	35,027	35,027
ID OFFCR	37,027	37,027	37,027	37,027

SALARY JAN. 1, 1994

Sheriff's Officer STEP/ANN	01/01	04/01	07/01	10/01
1	\$26,110	26,110	26,110	26,110
2	27,776	27,776	27,776	27,776
3	29,443	29,443	29,443	29,443
4	31,109	31,109	31,109	31,109
5	32,776	33,027	33,027	33,027
6	34,443	34,443	34,443	34,443
7	36,110	36,110	36,110	36,110
SHER SGT	38,360	38,360	38,360	38,360
SHER INV	36,110	36,110	36,110	36,110
ID OFFCR	38,360	38,360	38,360	38,360

SALARY JAN. 1, 1995

Sheriff's
Officer
STEP/ANN

	01/01	04/01	07/01	10/01
1	\$27,221	27,221	27,221	27,221
2	28,761	28,761	28,761	28,761
3	30,301	30,301	30,301	30,301
4	31,841	31,841	31,841	31,841
5	33,381	33,381	33,381	33,381
6	34,921	34,921	34,921	34,921
7	36,461	36,461	36,461	36,461
8	38,001	38,001	38,001	38,001
SHER SGT	40,001	40,001	40,001	40,001
SHER INV	38,001	38,001	38,001	38,001
ID OFFCR	40,001	40,001	40,001	40,001

- B. After the initial calendar year of hire, each employee will be given an anniversary date for purposes of salary increase and longevity as follows:

<u>Hire Date</u>	<u>Anniversary Date</u>
January 1 - February 15	1/1
February 16 - March 31	4/1
April 1 - May 15	4/1
May 16 - June 30	7/1
July 1 - August 15	7/1
August 16 - September 30	10/1
October 1 - November 15	10/1
November 16 - December 31	1/1 (next)

- C. Raises are retroactive to January 1st of 1993 and 1994.

- D. Salary for New Employees, Including Investigators Hired on January 1, 1995 through December 31, 1995,

Inclusive:

1. The starting salary for any employee, including Investigators, hired on January 1, 1995 through December 31, 1995, inclusive, shall be \$25,027.

2. Commencing on an employee's second year of employment the employee shall be placed on Step 2 of the current salary schedule.
3. Newly employed investigators shall move through the salary schedules as any other employee. Previous Investigators' salary schedules shall not apply in any manner for newly hired Investigators for any purpose.
4. The difference in the incremental cost to move these employees to Step 2 in their second year of employment between the originally agreed upon Sheriff Officers' salary schedules and the newly agreed upon starting salary of \$25,027 shall be borne by the County and shall not be part of any future negotiations proceeding nor counted as part of any salary cost-out for future Agreement.

ARTICLE X

SICK LEAVE

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

- A. One working day sick leave with pay shall accrue for each month of service from the date of appointment 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 required none or a portion only of such allowable sick leave for any calendar year, the amount of such leave NOT taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.
- B. 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 critically ill and requiring the presence of the employee. An employee shall not be reimbursed for accrued sick leave at the time of resignation or termination of his/her employment except as provided below in paragraph F. of Article X.

- C. 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 certificate provided to the County. If a pattern of sick days evolves for any particular Employee, the County may likewise require acceptable evidence.
- D. 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 immediate supervisor or duty Sergeant, by telephone or by personal message at least one (1) hour before the start of the scheduled shift, except in the event of an emergency.

Disability Leave:

- E. In the event an Employee becomes disabled, that Employee shall be permitted to utilize accumulated sick leave for said purpose. If the accumulated sick leave is insufficient, the Employee may utilize accumulated vacation, personal leave, etc. Should the employee exhaust all available paid leave, he/she shall go into an unpaid leave

status, and be guaranteed the right to return to a similar position, provided the disability is certified as temporary.

Terminal Leave:

- F. Any Employee covered under the terms of this Agreement who "retires" from County service under the Police and Fireman Retirement System or Public Employees Retirement System (P.E.R.S.) shall be paid fifty (50%) percent of accrued sick leave, up to a maximum \$12,000 gross wage.

- G. Once each year on or before January 16th, the Employee shall be notified of the number of unused sick days and vacation days to the credit of each Union represented Employee.

- H. Any Employee utilizing less than 41 hours of sick time (to include all uses of sick) in a calendar year will receive a bonus in the amount of \$200. An employees who comes on board within a calendar year and serves at least six (6) months with less than 20.5 hours of sick time shall receive a prorated amount of bonus not to exceed \$100.00 based upon the number of months employed by the department. Employees may have no "W" time or suspensions or LAW's during the calendar year. Approved military leave shall not be considered as a LAW in computing eligibility for this bonus. Payment shall be made in January of the following calendar year.

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 without 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 Employer, desires to secure leave from regular duties, may, with the approval of the Employer, be granted a special leave of absence without pay for a period not to exceed six (6) months which may be extended for an additional six months with the approval of the Employer.

Any Employee seeking such special leave without pay shall submit his/her request, in writing, stating the reasons why the request should be granted, the date when he/she desires

the leave request should be granted, the date when he/she desires the leave to begin, and the probable return date to duty.

D. Military Leave

1. Any permanent employee who is a member of the National Guard or Reserve of the Military or Naval Forces of the United States and is required to undergo field training, 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 duty is not to exceed two (2) weeks during any given year.

2. 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 herein, or with the Armed Forces of the United States in time of war or emergency or pursuant to or in connection with the operation with any system of selective service. Employees having only temporary status who enter active

duty with the Armed Forces of the United States shall be regarded as having resigned.

E. Child-Rearing Leave

1. Employees shall be eligible for child-rearing leave.
2. All permanent Employees of the County who become parents shall be granted child-rearing leave and all provisional Employees who become parents may be granted child-rearing leave upon request as follows:
3. An Employee shall submit written notification to his/her immediate supervisor stating the anticipated duration of the leave of absence at least two weeks in advance, if circumstances permit. Such leave shall be granted for a period of time not to exceed six (6) months. Upon the request of the employee and at the discretion of the Employer, child-rearing leaves may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed (12) twelve months.
4. In no case shall a pregnant 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.
5. While an Employee is on a child-rearing 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 temporary employee.

6. Every Employee has the right to return to the same position in the same classification she/he held before going on child-rearing leave.
7. An employee who is on child-rearing leave without pay is entitled to use accrued sick leave for the period that she is unable to work due to pregnancy as certified by a physician, and all accrued annual leave. All other periods of leave related to child-rearing leave shall be leave without pay. Unused sick and vacation leave shall be carried over until her return. An employee shall not earn annual and sick leave while she/he is on child-rearing leave without pay.

F. Absence Without Leave

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.

G. Bereavement Leave

1. A leave of absence with pay, up to three (3) days shall be granted to a permanent Employee desiring such leave

because of a death in the immediate family as hereinafter defined:

- (a) Mother or Father
- (b) Mother-In-Law or Father-In-Law
- (c) Brother or Sister
- (d) Spouse
- (e) Children of Employee or Step-Children
- (f) Grandmother or Grandfather
- (g) Step-Mother or Step-Father

2. A leave of absence with pay for one day shall be granted to permanent employees desiring such leave because of the death of an:

- (a) Aunt or Uncle
- (b) Sister-in-Law or Brother-in-Law

ARTICLE XII

VACATIONS

- A. 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:

0 - Year = 1 Day Per Month

After one (1) year & up to five (5) years = 15 Days Annually

After five (5) years & up to twelve (12) years = 18 Days
Annually

After twelve (12) years & up to twenty (20) years = 21 Days
Annually

After 20 years = 25 Days Annually

- B. Vacation pay shall be paid at the Employee's regular straight time rate per his/her job classification.

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

1. If the nature of the work requires management to limit the number of employees on vacation at a given time, the employee with the greatest seniority shall be given preference.

2. All scheduling of vacation shall be subject to

management's responsibility to maintain efficient operations.

3. For a single day of vacation, forty-eight (48) hours notice shall be given. In the event of a conflict, seniority shall prevail.
 4. All requests for vacations will be processed in a timely manner with the employee receiving a written response no later than five (5) days after submission of the request.
- 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 who becomes ill during his/her vacation will not be charged vacation leave, but rather SICK LEAVE for the period of illness provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.
- F. Any Employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump-sum for the unused vacation he/she has accumulated up to the time of separation at his/her current rate of pay.

G. If an Employee is not able to take his/her vacation, or any part thereof, during the calendar year because of the pressure of County business or the needs of the departments, such vacation may be carried over into the following calendar year up to the amount earned during the previous year. In the event that the employee is unable to utilize his/her vacation time due to work load, he/she will be able to carry over up to two (2) years of vacation days into the next calendar year.

ARTICLE XIII

INSURANCE AND WORKER'S COMPENSATION

A. Medical Insurance

1. Employees who commenced employment prior to March 15, 1994 shall continue to receive for themselves and eligible dependents the following coverages, all at no cost to the employee:

- a. Group Hospital Medical Insurance, including major medical coverage, as currently provided. The program contains a deductible of \$100.00 per person, \$200.00 per family, and a co-pay of 20% of the first \$2,000.00 of covered major medical expenses.
- b. Prescription drug coverage, with a \$3.00 co-pay for brand name prescriptions, and a zero co-pay for generic drug prescriptions, as currently provided.
- c. An optical plan as currently provided.
- d. A dental plan as currently provided.

2. "Employee", as used herein, means a bargaining unit member who works more than twenty (20) hours per week. An employee's dependent children will be covered through the year in which the child reaches the age of 19, or until the child reaches the age of 23 if a

full-time student. These definitions and conditions also apply to HMO participants.

- B. The County, in its discretion, may institute a program to require pre-admission review prior to hospitalization, out-patient certification, and/or a second surgical opinion at any time during the life of the contract, provided that all are without cost to the employee.
- C. 1. Employees in this bargaining unit who commence employment after March 15, 1994 shall be entitled to the coverage set forth in A.1.a above on an individual basis only. Any such employee who wishes to procure coverage for his/her spouse or dependents shall pay 20% of the difference between the individual rate and that selected by the employee.
2. The definition of "employee" and "dependent child" as set forth in paragraph A.2 shall apply to this category of employees as well.
- D. 1. Effective January 1, 1994, the medical program shall be modified to a "wrap-around", so that the co-pay and the deductible provided thereunder shall apply to all benefits, and not merely to the major medical component.

2. Effective January 1, 1994, the prescription co-pay described in paragraph A.1.b will be modified to \$5.00 for brand name prescriptions. The co-pay for generic prescriptions will remain at zero.

1993: \$0 co-pay for generic prescriptions;
\$3 co-pay for brand prescription drugs.

1994: \$0 co-pay for generic prescriptions;
\$5 co-pay for brand prescription drugs.

1995: \$0 co-pay for generic prescription drugs;
\$5 co-pay for brand prescription drugs.

- E. Effective January 1, 1995, the deductible under the medical program will be modified to \$150.00 per person,
\$300.00 per family.

F. Retirees

1. An employee covered under the terms of this Agreement who "retires" from County service under the Public Employees Retirement System (PERS) or the Police & Fireman Retirement System (PFRS) shall be eligible for paid health benefits coverage for three (3) years after retirement, commencing with the employee's retirement date.

2. Upon completion of the three (3) years paid health benefits coverage by the County, the retiree will have the opportunity to remain in the group plan by reimbursing the County the amount of the monthly cost at the existing group plan rates.
 3. An employee who "retires" is defined as one who has:
 - a. 25 years of actual service credited in either the PFRS or PERS pension system, acquired through employment within or without the County. This shall not include time credited as part of an early out or bonus system except as may be provided by law; or
 - b. 15 years of employment as a permanent County employee and be at least 60 years of age and be a part of an approved pension system at the time of retirement.
-

G. Worker's Compensation

1. When an employee of the Atlantic county Sheriff's Department is injured on duty during working hours, he/she will be entitled to worker's compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15).
2. Employees disabled or injured in the course of their employment shall receive the difference

between their regular rate of pay and disability or worker's compensation payments that they receive for a period not to exceed one (1) year.

3. Any employees disabled or injured on the job will be required to be examined by the County physician, or have his/her disability monitored by the County physician along with the attending physician of the injured employee. This Article shall not be construed so as to abrogate any rights provided to said employees by law.

H. The County will offer 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. This is in accordance with federal law P.L. 99-272, Title X (COBRA).

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 any appropriate members of the Department.

- 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 the 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 immediate supervisor of the grievant within ten (10) calendar days of the occurrence of the grievance. The immediate supervisor shall submit a written answer to the local 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 Local may appeal to the Undersheriff within five (5) calendar days after the receipt of the written answer in Step 1. The Undersheriff 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 Local may appeal to the authorized representative of the County Sheriff 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 One, Two or Three, and only if the grievance alleges a violation of the terms and conditions of the Agreement, then the grievant shall submit his grievance to the PBA and if the PBA determines the grievance to be meritorious, it shall submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within 10 days of the date on which the response of the Sheriff was received or should have been received. The costs for the services of the arbitrator shall be borne equally by the County and the Association. 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 & final.

- E. The designated Association representatives 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 Sheriff's Department 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 limits 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 the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Sheriff'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 Association.

ARTICLE XV

TRAINING

- A. The Employer shall budget the necessary appropriation for members of the Sheriff's Department to utilize, so that they may maintain the present level of credibility and expertise in their appropriate field.
 1. All equipment necessary for in-service learning and law enforcement shall be supplied by the Employer.
 2. The Employer shall pay the full cost of training or education of any sheriff officer requested by the Employer to attend courses.
 3. The Employer shall insure that all sheriff officers receive training at a Police Training Commission approved academy within 18 months of permanent appointment as a sheriff's officer.
 4. All notifications of training shall be posted by the Sheriff's designee and a reasonable period of time shall transpire before being removed.
 5. All interested officers shall submit in writing a request for above said training.

ARTICLE XVI

FRINGE BENEFITS

- A. A thorough medical examination, including but not limited to chest x-rays at the discretion of the physician, will be given all personnel upon hiring, at no cost to the Employee. Employer shall also make available to each employee a physical examination at least once annually upon the request of the employee or the Employer. Employer will also provide free medical screening for an employee who has on the job exposure or contact sufficient for contraction of the following contagious diseases for example: AIDS, hepatitis, herpes and tuberculosis and Lymes Disease; excluding colds, flu and minor illnesses.
- B. 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 non-negligent failure to act by any Employee in the course of his employment. 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. In the event the individual requests the

PBA provide representation, the choice of counsel shall be that of the PBA.

C. The County agrees to grant time off without loss of regular straight time pay to the State Delegate and the President of the Association (or appointed alternate) for the purpose of attending the regularly scheduled meetings of the State Association, state PBA conventions and national PBA conventions provided that at least forty-eight (48) hours written notice is given to the Employer in order to secure other employee(s) to work in his/her their place if required by the County. The Association shall designate, at the beginning of each year, the State Delegate.

D. An Employee has the right of 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 six (6) months 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 with one copy at no cost of any document or instrument contained in said files upon the request of the employee. Thereafter, any copies must be paid by the employee at the prevailing State rate. No unsigned document or instrument (except for regular employment records which by their nature require no signature) nor any document or instrument of unknown or questionable origin shall be used against any employee in disciplinary matters.

E. Use of Vehicles

1. If a county car is available, employees will be allowed to use such car and work time will begin from the time the car is picked up until the time the car is dropped off.
2. If no car is available, employees shall use their own personal vehicle and will receive three (3) hours minimum pay. Also, they will be covered under worker's compensation for the period that they are driving their own automobile.

ARTICLE XVII

NON-DISCRIMINATION

The COUNTY and ASSOCIATION agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation/activity, private conduct or union activity which is permissible under law.

ARTICLE XVIII
MANAGEMENT'S RIGHTS

- A. It is the right of the Employer to:
1. determine the standards of selection for employment according to Civil Service Rules and Regulations;
 2. direct his Employees;
 3. maintain the efficiency of his operations;
 4. take all necessary actions to carry out his mission in emergencies; emergencies to be construed as Acts of God;
 5. exercise complete control and discretion over his organization and the technology of performing his work;
 6. schedule employee work hours, pursuant to the terms of this Agreement.
- B. It is understood and agreed that the Employer, at 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 Sheriff's County, except as modified by this Agreement.
- Matters of inherent managerial policy are reserved exclusively to the Sheriff. These include, but shall not be limited to, such areas of discretion of policy as the functions and programs of the Sheriff (standards of service,

the overall budget, utilization of technology, the organizational structure and selection and utilization of personnel).

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 XIX

LONGEVITY

The following longevity provisions will apply to all employees covered by this Agreement.

		<u>Maximum Amount</u>		
	<u>%</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
Starting 1st day of 6th yr thru & including the last day of the 10th year	2%	500	600	800
Starting 1st day of 11th yr thru & including the last day of the 15th year	4%	850	950	1150
Starting 1st day of 16th yr thru & including the last day of the 20th year	6%	1200	1400	1700
Starting 1st day of 21st yr thereafter	10%	2000	2200	2500

ARTICLE XX

SAFETY, HEALTH AND ADMINISTRATION

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

B. Safety equipment in vehicles and buildings to which officers are assigned shall include, but not be limited to:

CPR vomit masks

eye goggles

first aid kits

rubber gloves

fire extinguishers

and other items necessary for officers engaged in their assigned work. Equipment shall be inspected monthly and repaired, replaced or refilled if found to be deficient in operation or supply.

C. All other Sheriff Officers' equipment, including but not limited to:

vehicles

fire arms

ballistic vests

helmets

shall be maintained in operable condition.

ARTICLE XXI

TEMPORARY EMPLOYEES

A. Employees hired on a "temporary" basis (for a period of time not to exceed one hundred and eighty (180) days) shall be entitled to the following:

1. Sick Time
2. Holidays
3. Seniority to date of hire only if appointed provisionally.
4. Health Benefits - hospitalization only with normal waiting time. After the temporary period of one hundred and eighty (180) days, employees will either be terminated or moved to a "provisional" capacity. On the date of provisional appointment, all benefits will accrue pursuant to the terms of the contract.

B. Employees hired on a "temporary" basis are not entitled to vacation, personal days, or leaves of absence.

ARTICLE XXII

NOTICE OF TRANSFER/SHIFT ASSIGNMENT

Five (5) days notice shall be provided for transfers and changes in shift assignments, except in emergent circumstances that require an immediate transfer or assignment by Sheriff.

ARTICLE XXIII

EMPLOYEE RIGHTS

- A. No Employee shall be disciplined or discharged without just cause, except that just cause for discharge shall not apply to Sheriff's Investigators.

 - B. The Employer shall respect all Weingarten rights of employees.

 - C. Employees under investigation for employee misconduct shall be notified of the reasons for the investigation at the commencement of the investigatory interview. This provision shall not apply in matter of criminal investigation.
-

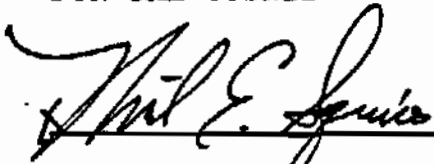
ARTICLE XXIV

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. The parties shall commence negotiations toward a successor agreement no later than September 1, 1995. Any Agreement so negotiated shall apply to all employees, be reduced to writing, and 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 the dates indicated below.

FOR THE COUNTY

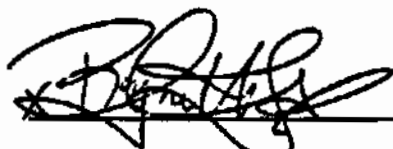


Richard E. Squires

County Executive

Date 2 127 195

FOR THE ASSOCIATION



Roy C. Trotta, Jr.

President, P.B.A. #243

Date 2 121 195

ARTICLE XXV

SEPARABILITY AND SAVINGS

- A. If a 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 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 to deny or restrict to any employee such rights as he/she may have 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 XXVI

FULLY BARGAINED AGREEMENT

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 bargaining 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.

UNIFORM AND EQUIPMENT ISSUE

Schedule A

- 3 - short sleeve shirts*
- 3 - long sleeve shirts*
- 3 - all season pants (in lieu of summer & winter weight)*
- 2 - clip on ties*
- 1 - dress hat *
- 1 - pr leather shoes *

* - These items are provided by the County as part of the initial issue for new employees. After receiving the initial issue, replacement of these items only will be the responsibility of the individual.

-
- patches as needed
 - 2 - sets collar brass
 - service and rank stripes as needed
 - brass buttons as needed
 - chevrons as needed
 - gold buttons as needed
 - 2 - engraved nameplates
 - 2 - breast badges
 - 1 - hat badge
 - 1 - raincoat
 - 1 - hat cover - rain
 - 1 - pr rubber overboots
 - 1 - weapon belt w/buckle (Sam Browne type)
 - 1 - duty holster
 - 1 - clip case
 - 1 - duty service weapon
 - 3 - magazines for duty service weapon
 - 1 - hand cuff case
 - 1 - hand cuffs w/keys
 - 1 - baton w/holder
 - 1 - mace
 - 1 - mace holder
 - 1 - portable radio (based on duty assignment)
 - 1 - radio holder
 - 1 - flashlight 3 cell type
 - 1 - riot helmet w/faceshield
 - 1 - ballistic vest
 - 1 - pr puncture proof gloves
 - 1 - belt keepers
 - 1 - winter jacket