

LABOR AGREEMENT  
COUNTY OF ATLANTIC  
AND  
THE FRATERNAL ORDER OF POLICE  
ATLANTIC LODGE #34  
1987 - 1989



PREAMBLE

THIS AGREEMENT made this 25th day of August, 1987 by and between the COUNTY OF ATLANTIC (herein referred to as "Employer") and the FRATERNAL ORDER OF POLICE, ATLANTIC LODGE #34, (hereinafter referred as the "Employee Organization") represents the complete and final understanding on all negotiable items which were or could have been the subject of negotiations between the parties.

ARTICLE I  
RECOGNITION

- A. The County of Atlantic, herein referred to as The County, hereby recognizes, the Fraternal Order of Police, Atlantic Lodge #34, as the sole and exclusive collective negotiating agent and representative for all Correction Officers, Correction Officer Sergeants, and Sheriff's Officers/Penal, but excluding the Department Head, Division Director, Deputy Warden, Captains, and Lieutenants.
- B. The title "officer" and "employee" shall be defined to include the plural as well as the singular and to include female as well as male gender.

## ARTICLE II

### DUES CHECK-OFF AND AGENCY SHOP

#### A. DUES DEDUCTION

1. Employer agrees to deduct monthly membership dues from the regularly issued paychecks of the individual members of F.O.P. Lodge #34 provided those individual members request in writing that such deductions be made. Deductions shall be made at intervals convenient to the Employer, but no less frequently than monthly, and thereafter shall be certified along with the remittance to the Treasurer of the F.O.P. together with a list of the names of all Employee members for whom deductions were made. The certification, list and remittance shall be made no later than the 10th day of the month succeeding the deduction.

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

#### B. AGENCY SHOP

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

## ARTICLE III

### SENIORITY

A. Seniority is defined as an Employee's total length of service within the bargaining unit.

B. 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.

C. 1) Where two or more Employees are hired on the same date, prior to the effective date of this Agreement, seniority shall be determined according to the position in the alphabet of the first letter of the last names of the Employees. Where the Employees in question have the same first letter of their last names, seniority shall be determined by the position in alphabetic sequence of the first letter of their first names. Where Employees hired on the same date with the same first initial at the beginning of their first and last names, seniority shall be determined by lot.

2) Where a question arises with respect to seniority of Employees hired on the same date, but subsequent to the effective date of this Agreement, preference shall be given in accordance with Civil Service Rules and Regulations.

D. Employer shall maintain an accurate, up-to-date seniority roster, showing each Employee's date of hire and classification, and shall furnish copies of the roster to the President of the F.O.P., semi-annually.

ARTICLE IV  
WORK SCHEDULES

A. All employees of the Department of Corrections covered under this Agreement shall work a forty (40) hour week including a working lunch period. In addition, the employees shall report for roll-call ten (10) minutes before the start of their shift.

B. The regular starting time of work shifts shall not be changed without reasonable notice to the affected Employees.

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

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ARTICLE V

OVERTIME

A. In 1987, overtime shall refer to any time worked beyond the regular hours of duty, as specified above and specifically includes any time in excess of eight (8) hours per day or forty (40) hours per week.

Commencing on January 1, 1988 and for the remainder of this Agreement, overtime will be earned only for time worked beyond 40 hours in any week.

B. In 1987, the following will be regarded as hours worked for the purposes of computing overtime:

- a) All hours actually worked
- b) Holidays (scheduled)
- c) Annual leave
- d) Personnel Days

Commencing on January 1, 1988, only the following will be regarded as hours worked for the purposes of computing overtime:

All hours actually worked.

C. Overtime shall be paid in cash, and shall be paid at time and one-half (1 1/2) of the regular hourly rate of pay for

ARTICLE V

OVERTIME

(continued)

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

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.

B. Call-in time begins when the Employee arrives at his duty station and ends when his/her regular shift begins or when the work is completed which occurs first.

C. An Employee who is called in to work during his/her assigned shift which had been approved as vacation time, shall be paid at the overtime rate and will not lose vacation credit for the time (s)he was called in.

ARTICLE VII

HOLIDAYS AND PERSONAL TIME

HOLIDAYS

A. In 1987 and 1988, the following holidays shall be recognized:

- (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.

ARTICLE VII

HOLIDAYS

(continued)

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.

F. Effective January 1, 1989, there shall be thirteen (13) holidays, ten (10) of which shall be paid in a lump sum at the rate of time and one-half, by the fifteenth of November of each year. The remaining three (3) shall be celebrated on Thanksgiving, Christmas, and New Year's Day and shall be treated in accordance with paragraphs B, C, D, and E above.

PERSONAL TIME

G. In 1987 and 1988, all employees covered by this Agreement shall be entitled to two (2) personal days off annually.

ARTICLE VII

HOLIDAYS

(continued)

(1) New full-time employees hired in the first quarter of 1987 or 1988 calendar years are entitled to two (2) full days; those hired in the second quarter are entitled to one and one-half (1 1/2) days; those hired in the third quarter are entitled to one (1) day; and those hired in the last quarter are entitled to one-half (1/2) day.

(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 VII

HOLIDAYS

(continued)

H. Effective January 1, 1989, all employees covered by this Agreement shall be entitled to three (3) personal days off annually.

I. Employees entering this bargaining unit between January 1 and June 30 shall receive the full holiday and administrative/personal leave time complement. Anyone entering the unit after June 30 shall receive payment for five (5) holidays, and credit for two (2) administrative/personal days that year.

**ARTICLE VIII**  
**CLOTHING ALLOWANCE**

A. Effective January 1, 1987, and for each succeeding year of this Agreement, employees in this bargaining unit shall receive a clothing maintenance allowance of \$500 per year. This allowance is to be paid no later than November 15th of each year.

B. In addition to the clothing maintenance allowance set forth above, the Employer shall provide the Employees with appropriate uniforms on an as needed basis in the discretion of the Head of the Department of Corrections. New employees shall receive 3 uniforms. Thereafter, new uniforms are distributed on a turn-in basis.

ARTICLE IX

SALARY

A. In 1987, salaries will increase by 5% effective January 1, and again by an additional 4% effective July 1. These increases are inclusive of increment and reflect the total cost of salaries.

B. In 1988, salaries will increase by 8% effective January 1, 1988 inclusive of increments and reflecting the total cost of salaries.

C. In 1989, salaries will increase by 8% effective January 1, 1989, inclusive of increment and reflecting the total costs of salaries.

D. The salary guide for 1987, 1988, and 1989 is found in Appendix A.

E. An employee hired before 1/1/83 shall have an anniversary date of 1/1 of the year in which they were hired. An employee hired on or after 1/1/83, shall have the following anniversary date:

ARTICLE IX

SALARY

<u>Hire Date</u>	<u>Anniversary Date</u>
1/1 - 2/15	1/1
2/16 - 5/15	4/1
5/16 - 8/15	7/1
8/16 - 11/15	10/1
11/16 - 12/31	1/1

F. The Employee organization agrees that all step increase costs carried into subsequent negotiations will be included as cost in full in subsequent arbitration proceedings, as required.

G. In 1987 in addition to salary increases as set forth above, employees shall receive a six hundred fifty (\$650) dollar hazardous duty pay which shall be paid in the employee's bi-weekly pay check but shall not be considered or added to base salary.

H. Effective January 1, 1988 and for 1989, this hazardous duty pay is increased to one thousand (\$1000) dollars and shall be paid in lump sum on or about November 15 of each year, and is not to be included in base pay for any purpose.

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 up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one-quarter (1 1/4) working days per month. If any permanent Employee 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.

C. If an employee is absent for five (5) consecutive working days, for any of the reasons set forth in the above, the

ARTICLE X

SICK LEAVE

(continued)

Employer shall require acceptable evidence. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certification provided to the County. If a pattern of, or abuse of, sick days evolves for any particular Employee, the Employer 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 ninety (90) minutes before the start of the scheduled shift.

E. Disability Pool

All Employees shall be eligible for participation in the County Disability Pool program, effective upon the signing of this Agreement.

F. Terminal Leave

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

ARTICLE X  
SICK LEAVE  
(continued)

leave, up to a maximum \$12,000 gross wage.

G. Sick Leave Bonus

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.

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. Employees must be on board for the entire calendar year and have no "W" time or suspensions or LAW's during the calendar year. Payment shall be made in January of the calendar year following the year in which the bonus is earned. Approved military leave shall not be considered as a LAW in computing eligibility for this bonus.

## 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 Services Statutes, rules and regulations and as otherwise noted herein.

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

Any employee seeking such special leave without pay shall submit his/her request, in writing to his/her supervisor, stating the reasons why the request should be granted, the date

ARTICLE XI  
LEAVES OF ABSENCE

(continued)

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

D. Military Leave

Any permanent employee who is a member of the National Guard or Reserve of the Military or Navel 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.

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

ARTICLE XI  
LEAVES OF ABSENCE  
(continued)

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 leaves 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 County, 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

ARTICLE XI

LEAVES OF ABSENCE

(continued)

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 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.

ARTICLE XI  
LEAVES OF ABSENCE  
(continued)

F. Absence Without Leave

N.J.C.S. 4:1-17-.23

(1) Any unauthorized absence of an employee from duty shall be an Absence without Leave and is cause for disciplinary action.

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

G. Bereavement Leave

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:

- (1) Mother or Father
- (2) Mother-In-Law or  
Father-In-Law
- (3) Brother or Sister

ARTICLE XI  
LEAVES OF ABSENCE

(continued)

- (4) Spouse
- (5) Children of Employee or  
Step-children
- (6) Grandmother or Grandfather

ARTICLE XII

VACATIONS

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

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

2. Accrual. For employees who are in the year of service to increase their annual amount of vacation, specifically during the 1st year to 2nd year, the 5th year to the 6th year, the 12th year to the 13th year, and the 20th year to the 21st year, the advanced allotment for the first three (30 designated groups shall be:

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

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

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

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

ARTICLE XII

VACATIONS  
(continued)

For those hired between 1/1 and 3/31	4 days added to prior year's allotment
For those hired between 4/1 and 6/30	3 days added to prior year's allotment
For those hired between 7/1 and 9/30	2 days added to prior year's allotment
For those hired between 10/1 and 12/31	1 day added to prior year's allotment

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

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

1. On or before March 1 of each year, every Employee shall submit a bid for their preferred vacation of at least five (5) days in length. In the event there are more applicants for any particular time slot than can be accommodated, seniority shall prevail.

If necessary, a second round of bidding shall take place by April 1 for those who were bumped in round one.

## ARTICLE XII

### VACATIONS

(continued)

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

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

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

5. By August 1 of each year, the Employer shall review the vacation use of all Employees, and shall exercise either of the following options:

a. Grant the Employee an extension until March 1 of the next year to use all accrued vacation; or

b. Assign vacation times to all Employees to utilize all accrued vacation by March 1 of the

ARTICLE XII

VACATIONS

(continued)

next year; or

c. Grant employees request for vacation in accordance with this article.

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

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

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

## ARTICLE XIII

### INSURANCE AND WORKER'S COMPENSATION

#### A. Insurance

(1) There shall be no change in the Group Hospital Medical Plan presently maintained and paid for by the County on behalf of the employees except in the case of a new plan that is equivalent to or better than the existing plan, and agreed to by the Union. An employee's dependent children will be covered up to the age of 23. Effective January 1, 1990, an employee's dependent children will be covered through the year in which the child reaches the age of 19. Continuation of insurance coverage for dependent children from age 19 through 23 will be at the employee's option and cost at the difference between husband-wife coverage or single coverage and the family rate. This application applies to both self-insured and HMO plans.

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

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

(4) Any employees covered under the terms of this Agreement who "retire" from County service under the Police and Fireman Retirement System or Public Employee's Retirement System shall be

ARTICLE XIII

INSURANCE AND WORKER'S COMPENSATION

(continued)

eligible for paid Health Benefits coverage for three (3) years after retirement, commencing with the employee's retirement date.

Definition of Retiree for three years paid Health Benefits

(a) The retiree has at least 25 years vested in the Police and Fireman Retirement System, or Public Employee's Retirement System; or (b) the retiree has been a permanent county employee for 15 years and be at least 60 years of age at time of retirement.

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

(6) When an employee is granted a leave of absence without pay, the coverage of that employee and his/her dependents will be terminated unless the employee reimburses the County in full for the premium due during the leave of absence before taking such leave. Employees can then re-enroll with the County group upon returning from their leave of absence. The maximum period where this situation can exist is six (6) months. Any employee

ARTICLE XIII

INSURANCE AND WORKER'S COMPENSATION

(continued)

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

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

- a. A \$1.00 co-pay prescription drug plan to all eligible employees and their eligible dependents;
- b. An optical plan for eligible employees and eligible dependents;
- c. A dental plan for eligible employees and eligible dependents;

B. When an employee of this unit is injured on duty during regularly scheduled working hours, he/she will be entitled to Worker's Compensation benefits as set forth by NJ State Statute. (NJSA 34:15).

C. Effective January 1, 1987, 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

ARTICLE XIV  
GRIEVANCE PROCEDURE

(continued)

Division Director within ten (10) calendar days of the occurrence of the grievance. The Division Director 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 Department Head within five (5) calendar days after the receipt of the written answer in Step 1. The Department Head will review the grievance and answer and submit his position in writing within five (5) calendar days of submission to Step 2.

STEP 3

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

ARTICLE XIV  
GRIEVANCE PROCEDURE  
(continued)

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 this Agreement, then the grievant shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) days of the date on which the response of the representative was received or should have been received. The costs for the services of the arbitrator shall be borne by the party against whom the arbitration decides. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

1. The Arbitrator

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

ARTICLE XIV

GRIEVANCE PROCEDURE

(continued)

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 Department of Corrections 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 limited 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.

ARTICLE XIV  
GRIEVANCE PROCEDURE

(continued)

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 County Executive's designated representative on the grievance. In the event the grievant pursues his/her remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE XV

TRAINING AND SECURITY

A. TRAINING

The Employer shall arrange for a Police Training Commission approved academy to train all Correction Officers in the performance of their duties. All Corrections Officers shall be required to successfully complete the training provided within (1) year of the Employee securing permanent Civil Service status. Additionally, the Employer shall provide an ongoing program of forty (40) hours per year of in-service training for all personnel. The in-service training shall be in accord with the guidelines of the American Correctional Associations on staff development. All training equipment shall be provided by the Employer.

B. HEALTH/SAFETY INSPECTION

A health and safety inspection of the justice facility shall be completed monthly by the Division Director of Adult Detention. His written report shall be filed with the Department Head and available to the F.O.P. upon request.

## ARTICLE XVI

### FRINGE BENEFITS

A. When an Employee is injured on duty in the line of duty, they shall be paid their full salary for the period of one (1) year from the date of the onset of such disability, and the Employer shall be subrogated to any Worker's Compensation disability benefits accrued by the Employee. Thereafter, in the event of continued disability, the Employee shall be entitled to such benefits as are provided for by Law.

B. A thorough medical examination will be given all personnel upon hiring, with the County paying for one-half the cost. Employer shall also make available to each employee a physical examination at least once annually upon the request of the Employee of the Employer. The Employee may be given a psychological examination in the discretion of the Department Heads and at County expense. The County will provide, at its expense, medical screening for any employee who, after being exposed to a contagious disease, as part of his/her employment, either shows symptoms, or who was so exposed under unusually dangerous conditions. If the Employee tests positive, the County will provide, at its expense, medical screening for the employee's immediate family (i.e. those who reside with employee). Contagious diseases, for the purposes of this section, include: AIDS, hepatitis, mononucleosis, strep infection, tuberculosis, and herpes.

ARTICLE XVI  
FRINGE BENEFITS

(continued)

C. The Employer shall hold each Employee harmless from any loss, claim or liability to any third person or persons arising out of any non-negligent action or failure to act by any Employee in the course of his 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 choice.

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

ARTICLE XVI

FRINGE BENEFITS

(continued)

E. 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 a copy of any document or instrument contained in said files upon the request of the employee. No unsigned document or instrument (except for regular employment records which by their nature require no signature) nor any document or instrument of unknown or questionable origin shall be used against any employee in disciplinary matters.

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

ARTICLE XVII

MANAGEMENT'S RIGHTS

A. It is the right of the Employer:

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

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

Matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion in policy as the functions

ARTICLE XVII

MANAGEMENT'S RIGHTS

(continued)

and programs of the Employer including, but not limited to standards of service, the overall budget, utilization of technology, the organizational structure and selection and utilization of personnel..

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

ARTICLE XVIII

LONGEVITY

The following longevity provisions will apply to all Employees covered by this Agreement:

	<u>%</u>	<u>Max. Amt.</u>
Starting 1st day of 6th year thru and including the last day of the 10th year	2%	400
Starting 1st day of 11th year thru and including the last day of the 15th year	4%	750
Starting 1st day of 16th year thru and including the last day of the 20th year	6%	1100
Starting 1st day of 21st year thereafter	10%	1900

ARTICLE XIX

SAFETY, HEALTH AND ADMINISTRATION

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

ARTICLE XX

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 bargainable issues, with the exception of those issues which are subject to the re-opening of this Agreement as specifically provided for within the terms and conditions of this Agreement, or those issues which may or could arise at a later date during the life of this Agreement which both parties recognize, by mutual consent, should or must be made a part of this Agreement.

## ARTICLE XXI

### SEPARABILITY AND SAVINGS

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

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

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

DURATION

This Agreement shall be in full force and effect as of January 1, 1987, and shall remain in effect to and including December 31, 1989. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing not later than sixty (60) days prior to the expiration of this Agreement. Any Agreement so negotiated shall apply to all Employees, shall be reduced to writing, and shall be signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Atlantic, New Jersey, on this 9<sup>th</sup> day of SEPTEMBER, 1987

FOR THE COUNTY OF ATLANTIC:

*Richard E. Lewis*  
*Richard E. Lewis*  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE F.O.P. LOCAL #34:

*Ted Hesser*  
TED HESSER, PRESIDENT  
*Brian K. McNew, Sr.*  
BRIAN K. MCNEW, SR., VICE PRESIDENT  
*Mitch Szczepanski*  
MITCH SZCZEPANSKI  
\_\_\_\_\_

APPENDIX "A"

SALARY GUIDE

<u>Steps</u>	<u>January 1987</u>	<u>July 1987</u>	<u>1988</u>	<u>1989</u>
1 Starting Salary	16,503	17,252	17,895	18,683
2	17,203	17,952	18,495	19,383
3	17,903	18,652	19,195	19,983
4	18,603	19,312	20,204	20,683
5	19,303	20,052	21,213	21,692
6	20,003	20,752	22,222	22,701
7	20,703	21,452	24,243	26,000
8	21,403	22,152	24,243	26,000
9	21,906	22,652	24,243	26,000
Sergeants	24,317	25,123	27,111	29,282

18 6  
1 5

12/31/86 ANNUM	1987				1988				1989			
	1/1 SAL	4/1 SAL	7/1 SAL	10/1 SAL	1/1 SAL	4/1 SAL	7/1 SAL	10/1 SAL	1/1 SAL	4/1 SAL	7/1 SAL	10/1 SAL
16300	17203	17203	17952	17952	19195	19195	19195	19195	20683	20683	20683	20683
16300	16503	17203	17952	17952	18495	19195	19195	19195	19983	20683	20683	20683
16300	16503	16503	17952	17952	18495	18495	19195	19195	19983	19983	20683	20683
16300	16503	16503	17252	17952	18495	18495	18495	19195	19983	19983	19983	20683
17000	17903	17903	18652	18652	20204	20204	20204	20204	21692	21692	21692	21692
17000	17203	17903	18652	18652	19195	20204	20204	20204	20683	21692	21692	21692
17000	17203	17203	18652	18652	19195	19195	20204	20204	20683	20683	21692	21692
17000	17203	17203	17952	18652	19195	19195	19195	20204	20683	20683	20683	21692
17000	18603	18603	19312	19312	21213	21213	21213	21213	22701	22701	22701	22701
17700	17903	18603	19312	19312	20204	21213	21213	21213	21692	22701	22701	22701
17700	17903	17903	19312	19312	20204	20204	21213	21213	21692	21692	22701	22701
17700	17903	17903	18652	19312	20204	20204	20204	21213	21692	21692	21692	22701
18400	19303	19303	20052	20052	21213	21213	21213	21213	26000	26000	26000	26000
18400	18603	19303	20052	20052	21213	21213	21213	21213	22701	26000	26000	26000
18400	18603	18603	20052	20052	21213	21213	21213	21213	22701	22701	26000	26000
18400	18603	18603	19312	20052	21213	21213	21213	21213	22701	22701	22701	26000
19800	20703	20703	21452	21452	24243	24243	24243	24243	26000	26000	26000	26000
19800	20003	20703	21452	21452	24243	24243	24243	24243	26000	26000	26000	26000
19800	20003	20003	21452	21452	24243	24243	24243	24243	26000	26000	26000	26000
19800	20003	20003	20752	21452	24243	24243	24243	24243	26000	26000	26000	26000
20500	21403	21403	22152	22152	24243	24243	24243	24243	26000	26000	26000	26000
20500	20703	21403	22152	22152	24243	24243	24243	24243	26000	26000	26000	26000
20500	20703	20703	22152	22152	24243	24243	24243	24243	26000	26000	26000	26000
20500	20703	20703	21452	22152	24243	24243	24243	24243	26000	26000	26000	26000
20700	21906	21906	22652	22652	24243	24243	24243	24243	26000	26000	26000	26000
20700												
20700												
20700												
21000	21906	21906	22652	22652	24243	24243	24243	24243	26000	26000	26000	26000
21000												
21000												
21000												
23500	24317	24317	25123	25123	27111	27111	27111	27111	29282	29282	29282	29282
23500	24317	24317	25123	25123	27111	27111	27111	27111	29282	29282	29282	29282
23500	24317	24317	25123	25123	27111	27111	27111	27111	29282	29282	29282	29282
23500	24317	24317	25123	25123	27111	27111	27111	27111	29282	29282	29282	29282

APPENDIX "A1"

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