

County of Gloucester Corrections Sergeants Association  
Fraternal Order of Police Lodge # 199

And

The County of Gloucester  
Board of Chosen Freeholders

## **AGREEMENT**

For the period of

January 1, 2016 through December 31, 2021

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## PREAMBLE

This agreement entered into by and between the Gloucester County Board of Chosen Freeholders, hereinafter called "the Employer", Gloucester County Corrections Sergeants Association Inc., hereinafter called "the Association" "Employees", has as its purpose the promotion and improvement of harmonious employee relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of wages, hours, benefits and other terms and conditions of employment, and represents the complete, final and clear understanding on all bargainable issues between the Employer and the Association.

NOW, THEREFORE, in consideration of the mutual covenants and understandings expressed herein the parties hereto agree as follows:

## ARTICLE ONE

### **RECOGNITION**

- 1.1 BARGAINING UNIT. The Employer hereby recognizes the Association as the representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for all Corrections Sergeants employed by the Gloucester County Department of Corrections. The Employer will not negotiate any other or any additional terms and conditions of employment including those expressed in this agreement, with any individual or group of employees other than the authorized representatives of the bargaining unit. Specifically excluded from the aforementioned unit are Managerial executives, confidential employees, non-supervisory employees, police professional employees, craft employees, casual employees, rank and file employees, Lieutenants, Captains, and all other employees of the Gloucester County Department of Correctional Services.
  
- 1.2 USE OF TITLES. Whenever titles are used in this agreement, they shall be defined to include the plural as well as the singular and to include males and females.
  
- 1.3 REGULATIONS. The rules and regulations of the New Jersey Civil Service Commission, The Merit System Review Board and the Public Employment Relations Commission that apply to the employer and employees covered by this contract are hereby acknowledged to be part of this agreement. Those rules and regulations shall, when appropriate, be interpreted solely by the respective commissions.
  
- 1.4 MAINTENANCE OF STANDARDS. The rights of both the Employer and the Association shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights, shall be observed.

1.5 It is understood that the Employer shall follow the guidelines of N.J.A.C.10A Chapter 31 Adult County Correctional Facilities and all other applicable statutes.

## ARTICLE TWO

### **WORK CONTINUITY**

2.1 It is recognized that the need for continued and uninterrupted operation of the Corrections Department and its functions is of paramount importance to the citizens of the community and that there should be no interference with such operations.

2.2 The bargaining unit and the employees covered by this agreement covenant and agree that during the term of this agreement neither the bargaining unit nor any member of the bargaining unit's organization, or any individual or group of members of the bargaining unit, shall authorize or support, nor shall any if its members take part in any strike, work stoppage, slowdown or walk-out against the Employer. The bargaining unit agrees that any such action shall constitute a material breach of this agreement on the part of the bargaining unit, its members and members of the bargaining unit.

2.3 The bargaining unit agrees that it shall do everything in its power to actively discourage any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

The bargaining unit agrees that it shall undertake any necessary action to terminate any of the above activity on the part of its members of the Association.

2.4 No lockout of employees shall be instituted or supported by the Employer during the terms of this agreement.

## ARTICLE THREE

### **SEVERABILITY CLAUSE**

3.1 If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect absent the affected clause.

3.2 Immediately both the Employer and the Employee shall attempt to negotiate a new clause to correct any illegality that was severed.

## ARTICLE FOUR

### **WORK PERFORMANCE**

- 4.1 All employees covered by this agreement shall be expected to perform all duties as assigned by their supervisors. They shall include, but not be limited to the specific functions and duties enumerated in their individual job descriptions as set forth by N.J.D.O.P. and any other such functions, which may be assigned from time to time by their supervisors or through employee work rules, the Gloucester County Human Resources Manual or Department of Correctional Services Policy and Procedure Manual.

## ARTICLE FIVE

### **FULLY BARGAINED CLAUSE**

5.1 This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations including previous Arbitrations and Negotiated Settlements during the term of this agreement. Neither party shall be required to negotiate with respect to any such matter covered by this agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this agreement. Therefore, the four corners of this Agreement prevail.

## ARTICLE SIX

### MANAGEMENT RIGHTS

6.1 RIGHTS RESERVED. The Employer hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States including, but without limiting the generality of the forgoing, the following rights:

- a) The executive management and administrative control of the county government and its properties, facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate, verifiable and efficient manner possible, for good and just cause, as may from time to time be determined by the Employer.
- b) To make rules of procedures and conduct, to introduce and use new and improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- c) To subcontract for any existing or future service as determined necessary by the Employer however, no New Jersey Department of Personnel/ Civil Service job classification or position shall be eliminated by such action.
- d) The rights of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the county after advance notice thereof to the employees and to require compliance by the employees is recognized. Any changes that adversely affect the terms and

conditions of employment for members of this bargaining unit shall be properly negotiated with this bargaining unit prior to being implemented.

- e) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees per existing Department of Personnel regulations.
- f) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- g) To layoff employees in the event of lack of work, funds or under conditions where continuation of such work would be inefficient and non productive or for other legitimate reasons, however any reduction in position number that might impact the safety of staff, inmate population or the public at large, would require negotiation with the bargaining unit.

6.2 LIMITATIONS. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

6.3 STATUTORY RIGHTS. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S.40A, or any other national, state, county or local laws or regulations subject to the terms of this agreement.

## ARTICLE SEVEN

### NEGOTIATION PROCEDURES

- 7.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer/Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment covering the personnel in this bargaining unit. Such negotiations shall begin no later than Ninety (90) days prior to when this agreement expires or a reopened provision of this agreement takes effect.
- 7.2 Any agreement so negotiated shall apply to all employees included in this bargaining unit, shall be reduced to writing, shall be signed by authorized representatives of the Employer and the members of the bargaining unit as represented by the Association.
- 7.3 The Employer agrees that there shall be no changes in the terms and conditions of employment as enumerated in this agreement during the lifetime of this agreement, except through negotiations between the parties under the terms of this agreement and through a properly executed memorandum of understanding.
- 7.4 Whenever any representative of the bargaining unit or any employee is mutually scheduled by the parties to participate during the employees scheduled working hours in negotiations, grievance conferences or meetings, he/she shall suffer no loss in pay or other fringe benefits and shall be relieved from duty.

## ARTICLE EIGHT

### **NON-DISCRIMINATION**

8.1 NON-DISCRIMINATION. The Employer shall comply with the mandatory provisions of relevant State and Federal laws prohibiting discrimination in the workplace.

8.2 The parties also agree that there shall be no favoritism for reasons of gender, age, race, religion, marital status, national origin, physical disabilities, mental disabilities or family relationship (in accordance with the definition of "immediate family"), in promotion, transfer, or any other condition and privileges of employment.

8.3 RESPECT AND DIGNITY. The Employer and the Association agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled as outlined in the Gloucester County Human Resources Manual Chapter 7, Section 7. Violation of said policy shall be grounds for disciplinary action.

8.4 UNION ACTIVITY. The Employer and the Association shall not interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or non-Union membership.

## ARTICLE NINE

### **ASSOCIATION RIGHTS**

- 9.1 INFORMATION. The Employer shall make available to the Association for inspection all financial records and data in the public domain, upon written request, at a time of mutual convenience.
- 9.2 RELEASE TIME. Whenever any representative of the Association or any employee participates during work hours in negotiations, grievance proceedings, conferences, or meetings which relate to Association business with management or the Employer, he shall suffer no loss in pay nor be required to make up such time. It is agreed that such meetings shall be subject to mutual agreement by management and/or Employer and the Association.
- 9.3 BULLETIN BOARD. One (1) keyed glass door encased bulletin board (36"x 48") provided by the Employer and for the exclusive use of the Association. The location for the board shall be designated by the Association, subject to the approval of the Employer and his/her designee.
- 9.4 STATUTORY LEAVES. Representatives of the Association shall be granted leave to attend all authorized conventions / conference/ mini-conference as provided in and by statute N.J.S.A.40A:14-177.
- 9.5 RECOGNIZED REPRESENTATIVES. The Employer shall recognize and communicate with the Association's designated representative for information purposes pertaining to salary, benefits, or any other issues involving employees and the County Treasurer's Office. The Treasurer's Office shall be notified of the name of the representative.

9.6 ASSOCIATION LEAVE. In addition to any leaves granted by statute, up to an aggregate total of twenty (20) days leave with pay per year shall be granted to representatives of the Association to attend conferences, seminars and/or conventions which relate to Association business and are not formally covered under the NJ State Statute.

This includes preparation time for negotiations however; it does not include the negotiation time itself covered by N.J.S.A. Title 34.

The aforementioned twenty (20) aggregate days are the respective total in each year of this agreement for all representatives of the Association. It is not a total for each representative. The Executive Board of the Association shall designate the representatives and shall provide the Employer with reasonable notice prior to the date(s) of such leave(s).

9.7 COMPUTER/TELEPHONE USE. The Employer agrees to allow the Association to use the County computer and phone systems for official business of the Association and for communications between the Association and the Employer.

9.8 BUSINESS ON COUNTY PROPERTY. Representatives of the Association, (President, Vice President, Secretary, Lodge Trustee) who are acknowledged by the Employer, may be permitted to transact Association business on County property, in the case of an emergency or time sensitive issues, provided that this does not unreasonably interfere with or interrupt normal County operations. It is understood that such said business is not to be routinely discussed on County time, on County property.

## ARTICLE TEN

### **RE-OPENER PROVISION**

- 10.1 In the event of a substantial modification of job function of a class of employees, upon written request of the Association, the contract shall be re-opened on this issue only.
  
- 10.2 In the event a State Statute changes and directly affects this Collective Bargaining Agreement and the terms and conditions of the employment changes, this CBA may be opened by mutual agreement to address that specific change.

## ARTICLE ELEVEN

### **DUES DEDUCTIONS**

11.1 DEDUCTIONS. The Employer agrees to make payroll deduction of Association dues when authorized to do so by the employee on the appropriate form. Association dues deductions shall be exclusive to the Gloucester County Corrections Sergeants Association. The amount of the said deduction shall have been certified to the Employer by the Secretary/Treasurer of the Association. The Employer shall remit the dues to the address designated by the Association no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonably possible) together with a list of employees from whose pay deductions were made.

11.2 SAVE HARMLESS. The Association shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the Association which the Employer has remitted to the Association and reliance by the Employer on any representations made by the Association with respect to this article. The Employer shall give the Association notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

## ARTICLE TWELVE

### **AGENCY SHOP**

12.1 PURPOSE OF FEE. The Employer agrees to deduct the representation fee in lieu of dues from the earnings of those employees who elect to become a member of the Association and to transmit the fee to the majority representative, pursuant to Law Ch 477 PL 1979 N.J.S.A.

12.2 NOTIFICATION OF AMOUNT OF FEE. Prior to the beginning of each membership year, the Association shall notify the Employer of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall be determined by the Association and shall be up to Eighty-Five (85%) percent of that amount.

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

12.4 CHALLENGING ASSESSMENT PROCEDURE. The Association acknowledges and affirms that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment as in N.J.S.A.34:13A-5.6. In the event that the challenge is filed, the deduction of the representation fee shall be held in escrow by the Association pending final resolution. This appeal procedure shall in no way involve the Employer or require the Employer to take any action.

12.5 DEDUCTION NOTIFICATION. Once during each membership year covered in whole or in part by this agreement, the Association shall submit to the Employer a list of those employees who have not become members of the Association for the then current membership year. The Employer shall then deduct from the earnings of such employees (in accordance with paragraph 12.6 below) the full amount of the representation fee and shall promptly transmit the amount so deducted to the Association.

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

- a) Ten (10) days after receipt of foresaid list; or
- b) Thirty (30) days after the employee begins his employment in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid Ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

12.7 TERMINATION OF EMPLOYMENT. If an employee, who is required to pay a representation fee, terminates his employment with the Employer before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Employer shall deduct the unpaid portion of the fee from the last paycheck paid to the said employee during the membership year in question.

12.8 MECHANICS. Except as otherwise provided in this article, the mechanics for the deduction of the representation fee and the transmittal of such fees to the Association shall, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

12.9 CHANGES. The Association shall notify the Employer in writing of any changes in the list provided for in paragraph 12.5 above and/or the amount of the representation fees, and such changes shall be reflected in any deductions made more than Ten (10) days after the Employer received said notice.

12.10 NEW EMPLOYEES. On or about the first day of each month, beginning with the month this agreement becomes effective, the Employer shall submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding Thirty (30) day period. The list shall include names, job titles and the dates of employment for all such employees.

12.11 SAVE HARMLESS. The Association shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall braise out of fee deductions by the Employer for the Association which the Employer has remitted to the Association and reliance by the Employer on any representations made by the Association with the respect of this Article. The Employer shall give the Association notice in writing of any claim, demand, suit or other form of liability in regard to which it shall seek to implement this paragraph.

12.12 INTENT OF THE PARTIES. It is the intent of the parties, in entering into this agreement, to fully comply with the rules and regulations of the New Jersey Public Employment Relations Commission and the New Jersey Public Employment Relations Commission Appeal Board regulating agency fee deductions. To the extent any procedure established by these provisions is not in harmony with such rules and regulations, the parties agree to promptly negotiate a replacement clause to correct such deficiency. All other non-effected clauses shall remain in full force and effect to the extent permitted by law.

## ARTICLE THIRTEEN

### **ASSOCIATION/MANAGEMENT LIASON**

13.1 MEETINGS. The Employer or his/her designee, agrees to sit down with the representatives of the Association (President and/or designee(s) and discuss any outstanding grievances, unfair labor practices, policy and procedure change recommendations, promotions within the Department, manner and method of increasing the level of professionalism within the Department, or anything affecting the work environment of the employee. These meetings are not intended to by-pass the grievance procedure or to be considered contract negotiations. These discussions shall take place to foster a better working relationship as well as work out any outstanding issues. These discussions shall take place on a quarterly basis or by request of either party if circumstances warrant such a meeting.

## ARTICLE FOURTEEN

### **GRIEVANCE PROCEDURES**

14.1 PURPOSE. The purpose of this procedure is to secure, at the lowest possible level, prompt and equitable solutions to the problem which may arise affecting the terms and conditions of employment, consistent with contractual obligations and operational requirements. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.

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

### 14.2 DEFINITIONS:

- 1) GRIEVANCE: A grievance is a claim by an employee, group of employees, or the Association/Representative on behalf of an employee or group of employees, based upon a claimed breach, misinterpretation or improper application of the terms of the four corners of this agreement; or a claimed violation, misinterpretation, misapplication or violation of policies shall have the sole remedy of the grievance procedure as stated in the Gloucester County Human Resources Manual, Sections 7.14 and 7.15; or a minor discipline determination appeal.
- 2) AGGRIEVED PERSON: An aggrieved person is the person or persons, Association or their Representative making the claim.

14.3 PROCEDURE. Since it is important that grievances be processed as rapidly as possible, the number of days at each level shall be considered as the maximum. The time limits specified may, however, be extended by mutual agreement. If no

response is made by management by the end of their time allotment, it shall be construed to be a denial of the grievance, and the Association may proceed to the next level.

(NOTE: Before submission of a written grievance, the aggrieved party may orally present and discuss his/her grievance in an attempt to resolve it informally.)

- a. LEVEL ONE. A grievance may be filed in writing with the Administrative Lieutenant, within Ten (10) calendar days of the occurrence of the grievance. Failure to act within said (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Administrative Lieutenant shall review and/or meet with the appropriate Sergeants and shall render a written decision within Ten (10) calendar days after receipt of the grievance.
- b. LEVEL TWO. In the event a settlement has not been reached through Level One Procedures, the grievance may be appealed to the Warden within Ten (10) calendar days following receipt of the determination of Level One. The Warden or his/her designee may schedule and hold a meeting within Ten (10) calendar days following receipt of the grievance or shall render a written decision within ten (10) days. If a meeting occurs, the Warden shall render a written determination within Ten (10) calendar days after the date of such meeting.
- c. LEVEL THREE. In the event a settlement has not been reached through Level Two Procedures, the grievance may be appealed to the County Administrator or his/her designee within Ten (10) calendar days following receipt of the determination of Level Two. The County Administrator or his/her designee shall render a written determination within Ten (10) days following receipt of the grievance.

- d. LEVEL FOUR. In the event a settlement has not been reached through Level Three Procedures, the Association may, after determining the grievance is meritorious, submit the grievance to arbitration.

If the Association does not wish to pursue Arbitration an individual may not bring an individual grievance to PERC.

14.4 ARBITRATION. If the Association determines that the grievance is meritorious, the following steps shall be adhered to:

- 1) The Association may submit the grievance to arbitration within Ten (10) calendar days following receipt of the Level Three determination or within Thirty (30) calendar days following submission of the grievance to Level Three. Such submission shall be pursuant to the rules of the New Jersey Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.
- 2) It is understood that arbitration shall be limited to grievances based upon the misinterpretation, application or violation of the four corners of the agreement as set forth in Article 14, Section 14.1 and 14.2.
- 3) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provisions of Section 14.4(1) of this article or PERC, or a court of jurisdiction.
- 4) The arbitrator may consider any past practice precedent needed to clarify language of this agreement or to the extent that modifying a past precedent adversely affecting the terms and conditions of employment for members of the bargaining unit.

- 5) The arbitrator shall not add to, subtract from, or modify the terms of this agreement.
- 6) No more than one grievance or issue may be submitted to a single arbitrator in any single proceeding unless otherwise agreed to in writing by the parties.
- 7) The arbitrator's decision shall be in writing, setting forth the reasons therefore, and shall be transmitted to the parties, and shall be final and binding.
- 8) Employees covered by this Agreement, who are called as witnesses of a grievance at a grievance hearing shall be granted time off without loss of pay. No additional time and/or compensation shall be given to an off duty witness.

14.5 COSTS. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring the same.

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

14.7 REPRISALS. There shall be no reprisal against any member of the Association or any individual by virtue of their participation or lack of participation in the prescribed grievance procedure.

14.8 GROUP GRIEVANCE. If, in the judgment of the Association, a grievance affects more than one employee, the Association shall identify the employee(s) and may submit such grievance in writing, and the processing of such grievance shall commence at LEVEL TWO. The Association may process such a grievance through ALL levels of the grievance procedure.

14.9 FORMS. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Association and appropriately distributed so as to facilitate operation of the grievance procedure.

14.10 MISCELLANEOUS.

- (1) All decisions set forth to the aggrieved person shall be set forth in writing and shall include an explanation and shall be transmitted promptly to the Association.
- (2) All documents, communications and records dealing with the processing of a grievance shall be filed in accordance with New Jersey's Records Management Services Program (formerly NJ DARM). This includes any filed Grievance, Negotiated Settlement and any Arbitration award.
- (3) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives heretofore referred to in this Article.

## ARTICLE FIFTEEN

### **EMPLOYEE RIGHTS**

15.1 PERSONNEL INFORMATION. Employees covered by this agreement shall be entitled to inspect their personnel file upon request and by appointment.

- a. Prior to the placing of any material in the employee's personnel file, which could have an adverse effect on an employee's employment status, the employee shall be given the opportunity to review such material. This material shall be filed and stored in a secure area with access only to authorized personnel. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The employee may also submit a written response to such material within Ten (10) calendar days after he/she has reviewed the same, and his/her response shall be included in the employee's personnel file. An Employee may, after reviewing their personnel file, place a statement of rebuttal or clarification in the file.
  
- b. Disclosure of personnel records pursuant to N.J.S.A. 47:1A-10 the Open Public Records Act (OPRA) the Employer and the Association agree that all personnel of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent and in accordance with the provisions thereto.
  
- c. All disciplinary records on employees shall be kept in the confidential County Personnel Department. Every effort shall be made to keep any files made on Sergeant personnel in a locked and secured facility. Each employee shall receive a copy of all documents critical of the employee or the employee's job performance and shall be required to sign such documents, which are to be placed in his/her personnel file.

- d. The employee's signature shall not signify agreement with discipline, it shall acknowledge their awareness of the matter being addressed. The employee may at his/her option, submit a written response to such document, which shall be included with the document in the employee's file.

15.2 DISCIPLINE. Discipline of an employee shall be imposed only for just cause. The terms of this Article shall not apply to provisional employees or employees serving their working test period. Employees serving their working test period shall retain all rights under the Merit System Laws, Rules or Regulations.

15.3 Discipline under this Article is defined by N.J.A.C.4A:2-22, Gloucester County Human Resources Manual Chapter 7 Section 3, N.J.S.A.11A-20, N.J.S.A:10A:31-4 and N.J.S.A.40A:14-181. It is understood that demotions or discharges resulting in layoff or Department of Personnel bumping procedures shall not be construed as discipline. Except in extreme cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature. The Employer may promulgate a memorandum of specific prohibited conduct which is subject to disciplinary action. Each act will contain a separate schedule of progressive sanctions intended to be corrective in nature.

#### (A) TYPES OF DISCIPLINE

- a. Minor Discipline: Formal written reprimand or a suspension of five (5) working days or less
- b. Major Discipline: Suspension or fine for more than five (5) working days at any one time

(B) INVESTIGATIONS. All internal investigations, administrative and/ or criminal and all minor/major disciplinary charges, shall comply with all relevant state statutes and policies, including but not limited to the Attorney

General's Guidelines and any amendments of that Guideline, Title 11 and Title 40.

- a. CHARGES. Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this agreement and are not otherwise unlawful or improper. Employees may be disciplined as set forth in accordance with a promulgated disciplinary policy. When the Employer or his/her designee imposes discipline, written notice of such discipline shall be given to the employee. Such notice shall contain the specific regulation violated and the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of discipline. If charges are to be brought, they shall be in accordance with the applicable statutes including the forty-five (45) day rule.
  
- b. HEARINGS. Any employee who has been charged with Major Discipline shall be entitled to a hearing. Any employee who receives a preliminary notice of major disciplinary action pursuant to Civil Service Department of Personnel rules shall be allowed Five (5) days in which to request a departmental hearing.

Such hearings shall be conducted within Thirty (30) days after service of charge, prior to the suspension, unless, in the judgment of the Employer or his/her designee, the offense is of such a serious nature that the suspension should commence prior to any hearing. The hearing shall be conducted by a person outside the department to determine the validity of the charges and all such hearings shall be recorded. Prior to any departmental interview, the employee shall be afforded the opportunity for Association representation/legal counsel

and the interview shall be delayed until such representation/legal counsel is present.

- c. REPRESENTATION. An employee is entitled to have Association appointed representation/legal counsel at any disciplinary investigation/hearing and the rights as defined by the "Law Enforcement Protection Act", "Weingarten", "Garrity" and "Loudermill". Employees, who are required as witnesses at such hearings as well as the Association representative, shall suffer no loss of regular straight time pay to appear at such investigation/hearing.
- d. APPEALS. All appeals shall follow the normal established procedure for each disciplinary action.

The Appeals process for minor discipline, as defined as a formal written reprimand or a suspension or fine of five (5) working days or less is through the grievance procedure.

The Appeals process for major discipline, as defined as a suspension or fine for more than five (5) working days at any one time is the Office of Administrative Law.

- e. LIMITATIONS ON DRUG AND ALCOHOL TESTING. Employees may be subject to drug and alcohol testing only as required and in accordance with the Attorney General's Guidelines and the Gloucester County Human Resources Manual Chapter 7, Section 6 and Chapter 5, Section 10. The Employer reserves the right to create an addendum to specifically deal with the Department of Corrections Personnel, provided it is in compliance with the Attorney General's Guidelines for testing.

15.4 RE-EMPLOYMENT RIGHTS. Permanent employees who sever employment relationship with the Employer shall have the right to their former position within Thirty (30) calendar days of the effective date of separation with no loss of salary, benefits, or seniority. Employees who separate for more than Thirty (30) days shall not receive credit for contractual benefits lost upon their resignation.

The foregoing is in addition to any re-employment rights to which the employee may be entitled through New Jersey Civil Service Commission. If any paragraph conflicts with any New Jersey Department of Personnel procedures or Administrative Codes, the New Jersey Civil Service Department of Personnel procedure or Administrative Code shall govern and take precedence.

15.5 EVALUATIONS. Each employee covered by this agreement may be evaluated in writing at least once a year or as required by the Civil Service Department of Personnel rules and regulations or other such legal mandates. Performance evaluations will be conducted by the Employer or his/her designee as outlined in the Gloucester County Human Resources Manual Chapter 7, Section 1.

15.6 SENIORITY. Seniority list will be developed and posted within Thirty (30) days of the signing of this agreement and shall be presumed to be accurate unless a question is raised by an individual, or the Association on behalf of the individual, within Ten (10) calendar days of the posting. The seniority lists shall be used for determining Shift Bidding, Job bidding, vacation selection as well as scheduling of voluntary overtime.

(a) Seniority is defined as certified time in the job classification title as "County Corrections Sergeant" as listed with New Jersey Department of Personnel. Seniority shall apply to all issues related to shift bidding, job bidding, voluntary overtime, vacation selection and any and all Leave selections.

(b) Provisional appointments shall not be made except as provided in N.J.S.A.11A:4-13 and the N.J.A.C. Chapter 4

(c) Any employee may exercise seniority to bid for vacancies on shift assignments and job positions provided that the Employers criteria for job qualifications are met. The Employers criteria for job qualifications include the employee's entire personnel record. Once a shift assignment(s) or job position(s) is vacant, the Employer has Ten (10) days to post the vacancy. All vacancies in shift assignments and job position shall be posted for bid (10) days prior to selection, after the posting time has expired. The Employer shall then post the name of the person filling the assignment or position within Ten (10) days after the posted bid time for the vacancy has expired. The assignment or position shall then be filled within Twenty (20) days of the selection. The individual filling said position must be able to physically fill said position in that twenty (20) day period (excluding Bereavement, vacation, or sick leave).

(d) In the event any shift assignment or job position which may occur, that individual shall be given Ninety (90) days to demonstrate that he/she has the ability to perform the task. An employee shall be given reasonable opportunity to correct deficiencies prior to the end of the Ninety (90) day period which shall be documented, given, and reviewed with the employee in an evaluation.

(e) While on leave of absence as provided by law, Employees shall continue to accrue job classification seniority. However, an Employee on unpaid leave of absence shall not accrue job classification seniority.

15.7 MERIT SYSTEM EXAMINATIONS. Sergeants who are scheduled to take open competitive examinations for the position in which the Sergeant is provisional, or to take promotional examinations administered by the Department of Personnel of the

State of New Jersey, for positions in County Corrections, shall be granted time off with pay to take such examinations if they are scheduled during the work shift of the Sergeant. Such privileges may not be abused.

15.8 LEGAL REPRESENTATION. Whenever an employee covered by this agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers except in cases of disciplinary proceedings brought against an employee by the Employer or in criminal proceeding instituted as a result of a complaint on behalf of the Employer, said employee will be permitted to select an attorney of his/her choice as his/her representative, or may designate an attorney from a panel of attorneys selected by the office of County Counsel. Reasonable fees for such representation shall be paid by the Employer. In cases of disciplinary proceedings brought against the employee by the Employer, or in cases of criminal proceedings instituted as a result of a complaint on behalf of the Employer, the Employer shall pay reasonable fees as determined by County Counsel, for the selected attorney or for the attorney designated from the aforementioned panel if such disciplinary or criminal proceedings are dismissed or finally determined in favor of the employee. Attorney fees shall not be reimbursed in connection with the settlement of disciplinary grievances, either prior to or during the course of arbitration unless the settlement specifically provides otherwise.

## ARTICLE SIXTEEN

### **HEALTH AND SAFETY**

16.1 WORKING ENVIRONMENT. The Employer shall continue to make reasonable provisions for health and safety of its employees during the hours of their employment and shall continue to provide employees with any wearing apparel, tools, devices, or cleaning supplies reasonably necessary in order to ensure a reasonably safe and healthful place of employment as outlined in the County Human Resources Manual Chapter 8, Section 1. The proper use of this equipment is mandatory on the part of all employees and any employee who refuses to comply with a health and safety regulation shall be subject to discipline. Employees shall not be required to work under conditions which present an imminent hazard to health and safety not detailed as normal work performance as outlined in Article 4. Section 4.1

16.2 HEALTH AND SAFETY COMMITTEE. The Association shall designate a representative to be a member of and to attend all scheduled committee meetings to review occupational safety and health concerns or hazards affecting the employees, to discuss possible remedies or programs for such problems and to make recommendations concerning improvement or modification of conditions regarding health and safety. The Employer will schedule a meeting, of the committee, during working hours and the Association representatives shall suffer no loss of regular straight time pay to attend.

16.3 LEGAL MANDATES. Legal mandates regarding occupational and environmental health and safety incumbent upon the Employer and employee shall continue to be observed.

16.4 HEALTH HAZARDS. Any employee required/requested to transport or is in contact with any person carrying or having an infectious disease shall be notified of such in advance, if known. The Employer agrees to take all reasonable precautions regarding protection for the employee. If a health hazard is not known until after an employee's

contact, the Employer shall notify the employee as soon as possible, and any required medical exams and/or treatment shall be provided by the Employer at no cost to the employee and without loss of pay if during working hours.

16.5 BULLET/STAB RESISTANT VESTS. All Employees shall be issued Bullet/Stab resistant vest. Bullet/Stab resistant vest panels shall be replaced by the Employer according to manufacturer recommendations (expiration date) and shall be equivalent to the stopping power of department issued caliber. Vest carriers shall be replaced by the Employer on an as needed basis by a purchase order voucher system. Bullet/Stab resistant vests are required to be worn while on duty in uniform.

16.6 RIOT GEAR. The Employer shall provide adequate riot gear and equipment to help facilitate the quelling of disturbances by inmates as provided for in N.J.S.A.10A:31-5 and 10A:31-7.5.

16.7 PORTABLE RADIOS. The Employer agrees to issue all Employees covered by this agreement a new or fully functional portable two-way radio, microphone and home charger. All repairs/replacements shall be provided by the Employer.

16.8 ON THE JOB INJURY. In the event of an on the job injury, the Employer and the employee shall follow the guidelines of the Gloucester County Human Resources Manual Chapter 8, Section 2. Time off required for medical attention on the actual date of such injury shall not be charged against the employee's accumulated sick leave unless the Workers Compensation investigation finds the claim not valid.

16.9 INOCULATIONS/SCREENING. The Employer shall make Hepatitis Inoculations, Influenza Inoculations and Hepatitis C screening available to all Employees covered by this agreement each year on a voluntary basis and without charge. The Association shall provide to the Employer a list of the Employees each year, who wish to participate in the above Inoculation/Screening. This is a voluntary participation by the employees and both eligibility restrictions and supply availability may apply. The screening if requested shall

be done by the primary care physician of the employee or in cases of Workers Compensation that involve a screening then that physician shall administer the screening.

## ARTICLE SEVENTEEN

### **INSURANCE COVERAGE—HEALTH BENEFITS**

#### **17.1 HEALTH BENEFITS.**

The Employer shall continue to provide the following insurance coverage by this Agreement for any full time Employee and his/her dependents. Health Benefits are defined as all health insurance coverage and includes medical, prescription, vision, and dental plans presently in existence.

Medical coverage will be in accordance with the plans offered by the State Health Benefits Program and shall be provided for each Employee and his eligible dependents.

The list of dependents is included in the Annual Open Enrollment Guide and it shall comply with the State and Federal Laws pertaining to this subject matter.

#### **17.2 CARRIERS.**

- a. Medical Coverage will be in accordance with the plans offered by the State Health Benefits Program. The Employer retains the right to change to a self-insured plan or a private carrier providing that the coverage and benefits provided meet or exceed the present coverage.
- b. The Employer shall notify the F.O.P. at least thirty (30) days in advance of any such change in order to provide the F.O.P. ample time to review the change being implemented.
- c. In the event the F.O.P. does not agree that the benefits are equivalent or superior, the F.O.P. shall then submit the matter directly to arbitration in accordance with Article II, Section "D". Such arbitration decision shall occur prior to any such change.
- d. The Open Enrollment period is October effective the following January.

### 17.3 MEDICAL COVERAGE CONTRIBUTION and CO-PAYS

Per applicable New Jersey law, Employees shall have at a minimum, one and one half (1.5%) percent of their pensionable base salary, or the appropriate percentage of applicable premiums if higher, deducted from their annual pay to offset the cost of health care coverage. Said percentage shall be equally distributed and deducted from their bi-weekly pay.

Co-pays, coinsurance, coverage limits and exclusions shall not be materially changed.

### 17.4 PRESCRIPTION PLAN.

Prescription Drug Coverage will be in accordance with the Employee Prescription Drug plan offered by the State Health Benefits Program. Co-pays, coinsurance, coverage limits and exclusions shall not be materially changed.

17.5 OPTICAL PLAN. It is understood that this shall remain a separate policy providing in addition to the Optical Plan coverage provided under the Employers Medical Coverage. Allowances for the following items shall be as indicated:

1) EXAMINATIONS	Thirty (\$30) dollars
2) FRAMES	Twenty (\$20) dollars
3) SINGLE VISION LENSES	Thirty (\$30) dollars
4) BI-FOCAL LENSES	Forty-Three (\$43) dollars
5) TRI-FOCAL LENSES	Fifty (\$50) dollars
6) LENTICULAR LENSES	One Hundred (\$100) dollars
7) CONTACT LENSES	Two Hundred (\$200) dollars

17.6 DENTAL PLAN. The Employer shall continue to provide dental insurance in accordance with the Indemnity Plan for employees only, at a cost to the Employer which shall not exceed Thirty-One (31) dollars. There shall be no deductible for any of the

services provided under the plan. As an alternative to the Indemnity Plan, the Employer shall offer coverage through a Dental Plan Organization, the terms of which shall be agreed upon by the Employer and the Association. Employees who elect to enroll in the Dental Plan Organization may also enroll their dependents. However, in no case shall the Employer be required to pay a higher monthly premium for any such employee than it would have paid for employee only coverage under the Indemnity Plan. Any premium costs incurred by an employee in excess of the Indemnity Plan rates will be paid by the employee through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Open Enrollment period is October effective the following January. SEE APPENDIX "A"

17.7 EMPLOYEE TERMINATION/UNPAID LEAVE. Employees who terminate their employment or begin unpaid leaves after the Fifth (5<sup>th</sup>) day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence shall continue thereafter in accordance with FMLA. Once all benefits under FMLA have been exhausted, the employee may continue coverage at his/her own expense by paying the applicable premium charges to the Employer Four (4) weeks in advance of the coverage month.

(a) Premium charges for health insurance shall be subject to the following conditions:

- 1) In the case of a self-funded plan, premiums shall reflect anticipated costs to the Employer of providing the insurance, using actual estimates or experience factors.
- 2) Employees on active pay status shall be required to contribute toward the costs of medical insurance to the extent that the monthly premium for their selected coverage exceeds the applicable premium for the indemnity plan or the Aetna Health Care Plan, whichever is higher.

17.8 DISABILITY BENEFITS. The Employer shall provide disability coverage to all employees under the State Temporary Disability Benefits Law, Coverage shall be financed by Employer/employee contributions as required by law.

17.9 RETIREMENT BENEFITS. The Employer shall provide for the continuation of paid health benefits as described in Article 17 Section 17.3 above for employees and their dependents upon the employees' retirement in accordance with County Policy. Employees to be eligible must retire with Twenty-Five (25) years of service credited by P.E.R.S. or P.F.R.S. Employees with seven (7) years of County service and Twenty-Five (25) years of service credited by P.E.R.S. or P.F.R.S. are eligible for the County Prescription Plan upon retirement. Any Sergeant Age Fifty-Five (55) or over who chooses to take pension before Twenty-Five (25) years of P.E.R.S. or P.F.R.S. service shall be able to buy prescription and health benefits at cost (county group rate).

17.10 DEATH OF ACTIVE EMPLOYEE.

(a) Upon the death of an active Sergeant as a result of an accident met in the actual performance of duty, all health benefits shall continue to the surviving spouse for life or remarriage and/or until maximum age allowances are met for dependent child/children, per statute.

(b) Upon the death of an active Sergeant under circumstances not covered in the paragraph (a) above all benefits shall continue to be provided to the surviving spouse and dependent child/children for a period of one year after such Sergeant's death.

17.11 WAIVER OF BENEFITS. In January of each year, commencing in 1995, employees who are enrolled in the medical or prescription plans pursuant to Article 17 Section 17.3 and 17.4 may elect to waive either or both forms of coverage subject to the following provisions:

- a. Employees shall be permitted to waive Employer provided coverage only upon furnishing proof of other medical coverage through a spouses' employer or other source.
- b. Waiver of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent November open enrollment period or unless the employee loses his/her alternative coverage (as, for example, by the termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employers Health Benefits Program shall receive coverage within sixty (60) days of notification.
- c. Waivers of coverage shall take effect January 1<sup>st</sup> following the employee's election.

17.12 FLEXIBLE SPENDING. The Employer shall make available to all bargaining unit employees a flexible spending account which meets the requirements of Chapter 125 of the Internal Revenue Code. This is commonly referred to as a "medical spending" account and such participation is on a voluntary basis for employees.

17.13 Employees with more than twenty (20) years of creditable service but less than twenty-five (25) years of creditable service, in the event the County of Gloucester terminates employees for reason of layoff, the employee may opt to continue health care coverage with the County Health Care Plan with the employer contributing seventy (70%) percent and the terminated employee paying thirty (30%) percent of the costs of active employees at the time of termination in monthly payments.

## ARTICLE EIGHTEEN

### **WORKDAY OVERTIME AND CALL IN SENIORITY**

18.1 WORKDAY. Employees shall be scheduled to work a Twelve (12) hour shift (working eighty-four (84) hours per pay period), or a modified eight (8) hour shift schedule (working eighty-four (84) hours per pay period). Both the twelve hour shift schedule and the modified eight hour shift schedule are based on 2184 annual hours.

The modified eight (8) hour shift will consist of an average forty-two (42) hour work-week based on a flex time basis and includes a minimum of eighty-four hours in a work pay period. The Employee working the flextime shall amend those standard schedule time to benefit the department and to minimize any potential overtime costs due to their assignments. The workday under the modified eight (8) hour shift shall consist of either eight (8) hours or eight and a half (8.5) hours, inclusive of a thirty (30) minute meal break. There shall be one (1) thirty (30) minute meal break, and all leave time will be assessed hour for hour. The modified eight (8) hour shifts are based on 2184 annual hours.

The workday under the twelve (12) hour shift shall consist of twelve (12) hours inclusive of two (2) forty-five (45) minute meal breaks. The twelve-hour positions are based on 2184 annual hours.

- (a) If a break is interrupted for emergency situations or operational needs, the employee may return to finish the break provided the work schedule permits, and the employee shall not receive any additional compensation for any break interruption.

All staff is expected to be at their respective duty stations on time and in complete and proper uniform. Employees reporting late for duty shall not receive pay for time lost. Unexcused lateness may be cause for disciplinary action, absent exceptional circumstances.

18.2 WORKWEEK AND WORK PERIOD. The work period for employees on a twelve (12) hour shift schedule shall consist of seven (7) twelve (12) hour shifts as described in Appendix "C" of this Agreement.

The work period for employees on the modified eight (8) hour shift shall consist of four (4) eight and a half (8.5) hour days and one (1) eight (8) hour day or as modified by the Warden to equal eighty-four (84) hours worked in a two (2) week pay period and described in Appendix "C".

18.3 LEAVE TIME ASSESSMENT.

1) Each Twelve (12) hour workday shall be considered as One (1) full day for purposes of Vacation Leave, Personal Leave, Bereavement Leave, Administrative Leave, Association Leave and Training. Twelve (12) hours of sick leave shall be assessed (hour for hour) for sick leave utilization on any given workday.

2. Each Eight (8) Hour, or Eight and a Half (8.5) hour as applicable, workday shall be considered as one (1) full day for the purposes of Vacation Leave, Personal Leave, Bereavement Leave, Administrative Leave, Lodge Leave and Training. Sick leave will be assessed hour for hour.

18.4 SHORT NOTICE LEAVE. Upon request, the Employer or his/her designee, with Twenty-Four (24) hour notice shall authorize, either One quarter (1/4), One half (1/2) or One (1) day of Vacation Leave or Administrative Leave to any Sergeant provided there is sufficient staffing on each shift. Such requests shall not be unreasonably denied.

18.5 OVERTIME.

A. The work week for employees working a modified eight (8) SHIFT shall consist of four (4) eight and a half (8.5) hour shifts & one (1) eight (8) hour shift per week. An

employee working the eight (8) SHIFT who is required to work in excess of his Forty Two (42) hour work week, or eighty four (84) hours in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime, as set forth Article 18 Section (C).

- B. The work period for employees scheduled on Twelve (12) hour shifts shall, in accordance with the Fair Labor Standards Act, Section 207 (K), and 29 CFR Part 553.230, consist of a Fourteen (14) day work period totaling no more than Eighty-Four (84) hours. The Employer has agreed to pay overtime, in accordance with the rate set forth in Article 18 Section (b) of this agreement for hours worked in excess of Eighty-Four (84) hours in the course of the aforementioned Fourteen (14) day work period. Overtime may at the employee's discretion be taken either as financial compensation or compensatory time compensation or a combination of both (see 18.k).
- C. The overtime rate of pay, unless otherwise stated under the terms of this agreement shall be computed on the basis of One and One half (1-1/2) times the employees hourly rate for purposes of calculating the overtime rate, the employees hourly rate derived by dividing the sum of his/her base pay (inclusive of his longevity where applicable) by the sum of 2184 hours.
- D. Overtime shall include any necessary travel time for official business as per Fair Labor Standards Act.
- E. In the event that overtime work is required, the Employer shall attempt to secure volunteers up to two (2) hours and for overtime expecting to exceed two (2) hours using the overtime books within the rank of Sergeant based upon seniority as long as the employee is fit for duty. Prior approved time off shall not disqualify the employee for such assignment. If unable to secure volunteers, Sergeants may be required to work overtime. All employees, no matter what shift, job position or unit shall be required to work mandatory overtime. Such "mandatory overtime" shall be based on reverse seniority except in an emergency situation, for a maximum of up to four (4) hours for 12 hour shift employees and eight (8) hours for the modified eight (8) hour shift

employees. All Sergeants shall be eligible and required to work overtime on a rotating basis. There will also be a force list for Hospital Duty in reverse GCDOC time.

- F. All personnel are expected to be at their respective duty stations on time and in complete and proper uniform. Employees that are late for voluntary / mandatory overtime shall not receive pay for lost time and are subject to disciplinary action. In a case of an emergency, where voluntary overtime needs to be cancelled, the shift commander shall be notified at least one (1) hour prior to the employees reporting time. Failure to do so shall constitute cause for disciplinary action. Employees who take voluntary overtime in lieu of mandatory overtime and cancel shall be subject to disciplinary action. It is understood that voluntary/mandatory overtime shall be distributed as equitably as possible. Overtime shall be distributed in accordance with the terms of this agreement. Employees must receive a four (4) hour break in service between mandatory overtime assignments except for emergency situations ordered by the Warden or his / her designee.
  
- G. For overtime purposes, time worked includes Vacation Leave, Sick Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays.
  
- H. The On-Call Supervisor shall determine the overtime procedure and the Employer or his/her designee shall promulgate an S.O.P. on an overtime call in protocol.
  
- I. No upgrades from the rank and file to the Sergeants Position(s) shall be permitted until all unit employees are given opportunity to work the overtime.
  
- J. If the Employer or his/her designee elects to utilize overtime for any reason, the overtime list shall be utilized for all pre/post shift overtime expecting to exceed two hours. In accordance with the Memorandum of Understanding signed in February 2014, overtime lists for this bargaining unit will include, but are not limited to, (1) Hospital Duty Overtime List which is all GCDOC employees by County DOC time; (2) Supervisors Overtime List which is Lieutenants and Sergeants by rank and time in title; and (3) Classifications Overtime List which is limited to the 4 Sergeants trained in this area. There will also be a force list for Hospital Duty in reverse GCDOC time.

- K. If the Employer inadvertently skips over an employee in seeking to fill overtime needs, then that affected employee's chance for overtime shall be equalized by putting that employee's name first on the overtime list for the next available call in.
- L. If overtime work falls in a workweek in a pay period that includes a Monday holiday, the overtime will be paid in the succeeding payday.

#### M. COMPENSATORY TIME

For all overtime hours, all bargaining unit members have a right to voluntarily elect to be paid overtime or take compensatory time in lieu of overtime at the rate of time and a half.

- (a) An employee may accrue and carry over to the following year at his or her discretion a total of seventy-two (72) hours of compensatory time. Any employee shall not accrue compensatory time in excess of seventy-two (72) hours. Any hours that exceed the seventy-two (72) hour limit shall be paid out to the employee at the earned overtime rate.
- (b) Employees shall attempt to use earned comp time within a 90-day period from the date earned.
- (c) The use of compensatory time may be at a minimum of a one (1) hour block and up to an entire shift.
- (d) No compensatory time shall be taken on a holiday and shall not create overtime.
- (e) Compensatory time shall be scheduled in accordance with the scheduling of vacation time, based on the workload and necessary staffing requirements. In deciding whether to grant a request for the use of compensatory time, employees who have pre-scheduled vacations and/or administrative leave days shall be given priority over employees attempting to schedule compensatory time.
- (f) During daily operations, if an employee chooses to use compensatory time during the remainder of his/her shift, the employee may do so depending upon the workload or staffing requirements, to be determined by the Warden or on-call supervisor.

(g) Any unused compensatory time shall be paid out to the employee at the then overtime rate of his or her retirement or separation from employment.

18.6 CALL BACK. If an employee is called back to work at a time other than his assigned work tour, and if such call back time is not contiguous to the start of his work tour, the employee shall be guaranteed a minimum of (Two) hours compensation at the appropriate rate.

## ARTICLE NINETEEN

### **WAGES:**

19.1 SALARY. The salaries of all Employees covered by this agreement are set forth in the salary schedule which is attached hereto and made a part hereof as Appendix "B".

19.2 The employees covered under this Agreement and future employees covered under this Agreement do not receive any longevity compensation, reward, or bonus.

19.3 GRAND JURY AND COURT TIME. Any Employee required to appear before any court or Grand Jury on a work related matter shall either receive the time off, compensatory time or the financial overtime rate of pay if applicable.

Any Employee who institutes charges that are work related and must attend any court session or Grand Jury hearing during work hours shall be granted such time off, with pay, or if attendance is required during off duty shall receive overtime pay if applicable.

19.4 PAY TO UPGRADE IN HIGHER POSITION. Any Sergeant required/requested to upgrade to the duties of a higher paid position shall be compensated for all time worked in such position at the higher rate of base pay

19.5 SALARY SCHEDULE. The following salary schedule for each Employee within this bargaining unit shall be found in Appendix "B" which includes the Step guide and annual salary for each year of this Agreement.

At no time shall the base salary differential between a Maximum Step Officer's salary and a Sergeant's salary become less than Six Thousand Five Hundred (\$6,500) dollars.

**ARTICLE TWENTY**

**HOLIDAYS**

20.1 SPECIFIED HOLIDAYS. Each Employee covered by this agreement shall enjoy the following holidays to be observed on the dates specified each year by the Employer. There shall be a maximum of Fourteen (14) holidays. The Fourteen of which shall be:

NEW YEAR'S DAY	COLUMBUS DAY
MARTIN LUTHER KING DAY	ELECTION DAY
PRESIDENT'S DAY	VETERANS DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	THANKSGIVING FRIDAY
INDEPENDENCE DAY	CHRISTMAS DAY
LABOR DAY	PERSONAL HOLIDAY

- (a) In the event an Employee is regularly scheduled to work on New Year's Day, Independence Day, Thanksgiving Day and/or Christmas Day, the Employee shall be compensated for such work at Two (2) times the Sergeant's regular straight time rate of pay. For the purposes of this subsection, these holidays will be deemed to fall on the days normally celebrated, regardless of whether these days are Saturdays or Sundays.
- (b) Overtime work on all holidays shall be compensated at Two and One half (2-1/2) times the Sergeant's regular straight time rate of pay.
- (c) Twelve (12) hour Employees shall follow the schedule and holiday observation in accordance with 20.1 (a). Eight (8) hour employees shall follow the County of Gloucester Administration schedule of observance, in which holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday.
- (d) Lincoln's Birthday will be replaced and now be called a personal holiday. Employees shall be permitted to take their personal holiday in the same manner as administrative leave.

**ARTICLE TWENTY-ONE**

**VACATION LEAVE**

21.1 VACATION LEAVE. All Employees shall receive the following vacation leave per calendar year (Jan.-Dec.)

Tier 1: Tier 1 (Employees employed as of January 1, 2011) receive the following:

YEARS OF SERVICE	VACATION DAYS
Beginning the 2 <sup>nd</sup> -4 <sup>th</sup> year	12 Workdays
Beginning the 5 <sup>th</sup> -11 <sup>th</sup> year	15 Workdays
Beginning the 12 <sup>th</sup> -19 <sup>th</sup> year	20 Workdays
Beginning the 20 <sup>th</sup> -25 <sup>th</sup> year	25 Workdays
Beginning the 26 <sup>th</sup> year	30 Workdays

- (a) After the completion of Thirty (30) years of service the Sergeant shall be granted One (1) day for each year served.
- (b) Years of service is defined as continuous time from any county in a corrections title as listed in New Jersey Department of Personnel.

Tier 2: Tier 2 (Employees employed after January 1, 2011) receive the following:

YEARS OF SERVICE	VACATION DAYS
Beginning 0-1 year	1 per month of employment up to 5 days
Beginning 1-5 years	10 days
Beginning 6-15 years	15 days
Beginning 16 and over	20 days

21.2 EMERGENCY VACATION LEAVE. Each Employee covered by this agreement shall be granted five (5) emergency vacation leave days which are inclusive of the

vacation leave days received and shall be granted upon request up to one (1) hour prior to the Employee's usual reporting time subject to staffing needs. Two (2) days automatically approved without question, three (3) days subject to approval and staffing needs. Such requests shall not be unreasonably denied. In case of a sudden emergency, (less than one (1) hours' notice) exceptions may be granted by the Warden or the On-Call Supervisor. Documentation shall be provided for approved emergency vacation leave requested in less than one (1) hour within ten (10) working days. If an emergency vacation leave request is for a premium holiday the Employee requesting such leave shall be required to submit official proof of the emergency or of his/her inability to work the holiday within ten (10) working days.

21.3 ACCUMULATION. Where, in any calendar year, the Vacation Leave, or any part thereof, is not granted by reasons of pressure of County business, such Vacation Leave or part thereof, not granted, shall accumulate and shall be granted during the next succeeding calendar year only.

21.4 CARRYOVER. An Employee shall be allowed automatically to carryover eight (8) earned vacation leave days per year subject to operational needs. The Employer may allow an Employee to carry over more than eight (8) when the request is submitted to the Warden no later than October 1<sup>st</sup> of the calendar year. Requests received after October 1<sup>st</sup> will be denied.

21.5 DEATH OF THE EMPLOYEE. Upon the death of an employee, all unused and earned Vacation Leave, Sick Leave, and Administrative Leave days shall be calculated and paid to the estate.

21.6 SEPARATION. An employee retiring or otherwise separating shall be entitled to pro-rate vacation allowance for the current year in which the separation of retirement becomes effective. Any Vacation Leave which may have been carried over from a preceding calendar year shall be included.

21.7 VACATION SELECTION. Vacation leave selection will be determined in accordance with seniority as defined in this agreement, Article 15.6(a).

21.8 VACATION SCHEDULING.

Staffing for Classifications will allow for one Employee off for Vacation leave, Administration Leave or Compensatory Time. The Transportation Unit Sergeant and the Powershift Sergeant are not allowed to be approved for Vacation Leave, Administrative Leave or Compensatory Time at the same time. One of the two Sergeants shall be on duty excluding Emergency Vacation Leave, Sick Leave, Association Leave, Bereavement Leave, and Training.

The Employer shall provide a window period from January 1<sup>st</sup> thru March 1<sup>st</sup>, for schedule Vacation Leave. During this time window the Warden or his/her designee will provide a "vacation scheduling book" to employees of each shift in order of Seniority as contained in Article 15.6 (a) so they may (but shall not be required to) utilize said book to schedule vacation leave during the balance of the year. There will be a separate "vacation scheduling book" provided for each shift/unit (HED, Classification, Each Twelve (12) hour/Eight (8) hour transport shift, and Road Gang/Power Shift(s). Once an employee has made his/her selection the "Vacation Scheduling Book" will be returned to the Warden or his/her designee. The book will then be passed to the next senior employee and changes will not be granted until the book has been circulated to all Employees including employees on approved extended leaves. Once the "vacation book" has been circulated to all employees in order of seniority, vacation leave, administrative leave and compensatory time will be granted on a first come, first served, basis as outlined in this section.

- (a) Vacation Leave requests of Five (5) or more consecutive days submitted prior to March 1<sup>st</sup> of each calendar year and unless a Sergeant is notified within Seven (7) days thereof, Vacation Leave selected shall be deemed granted in accordance with staffing and operational needs (excluding Emergency Vacation Leave, Sick Leave, Bereavement Leave, Union Leave, and Training).

- (b) Vacation Leave requests of Five (5) days or less shall be granted by the Employer or his/her designee upon Twenty-Four (24) hours' notice, in accordance with staffing and operational needs excluding Emergency Vacation Leave, Sick Leave, Bereavement Leave, and Training. The Warden or On-call Supervisor may waive the Twenty-Four (24) hour notification requirement subject to the discretionary language of Article 21, Section 21.3.
  
- (c) Vacation Leave approval is subject to the work required by the Employer, shall not be unreasonably denied and any such denials shall not be subject to the grievance and arbitration provisions of the agreement
  
- (d) Any Employee who exhausts all of his/her Vacation Leave in any one year shall not be credited with any additional paid vacation Leave until the beginning of the next calendar year. Any violation of or use of additional vacation days shall lead to a disciplinary action.

## ARTICLE TWENTY-TWO

### **SICK LEAVE**

#### 22.1 POLICY.

Tier 1: For Tier 1 employees (hired prior to January 1, 2011) the following applies:

The minimum Sick Leave with pay shall accrue to any full time employee on the basis of Ten (10) hours per month during the remainder of the first calendar year of employment after initial appointment and thereafter, each Employee shall be granted One Hundred and Twenty (120) hours, ten (10) days of Sick Leave and shall be assessed (hour for hour) for Sick Leave utilization on any given workday. All unused Sick Leave in any calendar year shall accumulate from year to year.

1. For twelve (12) hour shift employees, twelve (12) hours of sick leave will be assessed (or hour for hour) for sick leave utilization on any given workday.
2. For modified EIGHT (8) HOUR SHIFT employees, sick leave will be assessed hour for hour for sick leave utilization on any given work day.

Tier 2: For Tier 2 employees (hired after January 1, 2011) the following applies:

Sick leave for Tier 2 employees are earned one (1) day per month for a total of eight (8) days in the first year of employment and eight (8) days equal to ninety-six (96) hours additional hours each January are provided for use or accrual. The sick days are accumulative without a limit.

22.2 SICK LEAVE UTILIZATION. Sick Leave is defined as the absence from duty of an Employee who because of personal illness or bodily injury is unable to perform the usual duties of his/her position, exposure to contagious disease, a period of emergency

attendance upon a member of the "IMMEDIATE FAMILY" seriously ill and requiring said presence of the Employee.

(a) "IMMEDIATE FAMILY" is defined as father, father in-law, stepfather, mother, mother in-law, stepmother, grandmother, grandfather, grandchild, spouse, child, foster child, stepchild, sister, brother or any relatives of the Employee residing in the Employees household. "IMMEDIATE FAMILY" shall also include such other relationships as are deemed within the definition of family members under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

(b) A Sergeant may use Sick Leave in accordance with the Gloucester County Human Resources Manual Chapter 6, Section 4.

22.3 REPORTING SICK LEAVE ABSENCE. If an Employee is absent for reasons that entitle him/her to Sick Leave, his/her supervisor shall be notified at least one (1) hour prior to the Employee's usual reporting time. In case of sudden illness or emergency, exceptions may be granted.

(a) Failure to notify his/her supervisor shall be cause for denial of the use of Sick Leave for that absence and shall constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive working days shall constitute resignation not in good standing.

22.4 VERIFICATION OF SICK LEAVE. Employees may be required to submit official proof of illness or inability to work in accordance with the Gloucester County Human Resources Manual Chapter 6, Section 4.

(a) Failure to follow Verification of Sick Leave procedures may result in a denial of Sick Leave for that specific absence, and be considered insubordination and may constitute cause for discipline. An Employee who exhausts all of his/her paid Sick

Leave in any one year shall not be credited with additional paid Sick Leave until the beginning of the next calendar year. Any such unauthorized use shall be cause for discipline.

- (b) If sick leave is used on a premium holiday, verification of that sick leave must be turned in within ten (10) working days.

22.5 DONATION OF SICK LEAVE TIME. Employees covered by this agreement may donate Sick Leave time to any member covered under this agreement or to other County employees in accordance with County Human Resources Manual on donating Sick Leave time.

22.6 SICK LEAVE REDEMPTION. For all employees hired by the County before October 1, 2012, fifty percent (50%) of all accumulated sick time shall be paid upon retirement up to a maximum of fifteen thousand dollars (\$15,000). No employee hired by the County on or after October 1, 2012 shall receive any benefit under this subsection.

## ARTICLE TWENTY-THREE

### **BEREAVEMENT LEAVE**

23.1 ENTITLEMENT. Employees shall be entitled to four (4) days of Bereavement Leave per incident with pay for the death of Immediate Family including father, mother, step father or step mother, spouse/domestic partner (proof of domicile required) or child/step child.

Employees shall be entitled to three (3) days of Bereavement Leave per incident with pay for death in the other immediate family: sister, brother, step sister, step brother, brother or sister in law, father in law, mother in law, grandfather, grandmother, grandchild, foster child and any relative of the Sergeant residing in the Sergeants household.

Employees shall be entitled to one (1) day of Bereavement Leave per incident with pay for family members not defined above if the Employee is scheduled to work.

- (a) Employees who request an extension of Bereavement Leave beyond the established number of days shall have such extensions charged to accumulate unused Vacation/Sick and Administrative Leave. If an Employee has exhausted all unused Vacation/Sick and Administrative Leave, extended Bereavement Leave shall be considered as a request for Leave of Absence without pay.

Documentation for approved Bereavement leave shall be provided no later than ten (10) working days from the date returned to work.

## ARTICLE TWENTY-FOUR

### **OTHER LEAVE BENEFITS**

24.1 WORKERS COMPENSATION. Under the New Jersey Workers Compensation Law, employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Workers Compensation Insurance Carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for two thousand one hundred and eighty-four (2184) working hours effective January 1, 2007.

- (a) It is understood that all Corrections Sergeants are considered to be on duty Twenty-Four (24) hours per day while in the State of New Jersey. Any Sergeant who suffers an injury or illness while in the performance of his/her duty shall receive all benefits to which he/she may be entitled as provided by the County Workers Compensation Insurance Carrier. The Board of Chosen Freeholders has declared that it will supplement the insurance check for two thousand one hundred and eighty-four (2184) working hours.
- (b) Time off under a Workers Compensation claim is subject to approval of the Workers Compensation Insurance Carrier. Employees may choose to use Sick Leave, Vacation Leave, Administrative Leave or docked time while the claim is being processed. Once a claim is validated, the Employee shall be reimbursed for time off in relation to the claim, any Sick Leave, Vacation Leave and Administrative Leave utilized through this process will automatically be reinstated to the Employee.
- (c) Additionally, Gloucester County participates in a "LIGHT DUTY" work program. Should restrictions of work duties be imposed, the Employer will follow the necessary procedures as mandated by New Jersey Workers Compensation Laws

and as outlined in the Gloucester County Human Resources Manual Chapter 5, Section 7.

24.2 LEAVES OF ABSENCE. Leaves of absence, without pay, for documented medical reasons, shall be granted for periods of up to three (3) months upon written requests of the Employee. Up to an additional nine (9) months leave for medical reasons may be granted by the Employer in three (3) segments of up to three (3) months each, for a total of twelve (12) months.

(a) Leaves of absence, without pay, for other than medical reasons, may be granted by the employer for up to twelve (12) months in four (4) segments of up to three (3) months each. Included within such requests are leaves for the care of an infant who is less than Sixty (60) days of age at the commencement of such leave.

1) These leaves of absence are not meant to diminish any entitlements that are granted through the FMLA.

(b) All initial requests for leaves and subsequent segment extensions shall be in writing to the Employer.

24.3 PREGNANCY LEAVE. Disability due to pregnancy shall be considered as any other disability in accordance with the law. The Employee shall not lose any seniority due to her leave.

24.4 MILITARY LEAVE. Employees in the Military Service shall be granted Leave as required by statute and per Gloucester County Human Resources Manual Chapter 6, Section 7.

24.5 ADMINISTRATIVE LEAVE. Employees shall be allowed three (3) days off annually, with pay, for personal business, personal affairs or emergencies that cannot be disposed of outside working hours. This is to include before/after Vacation Leave.

Administrative leave shall not be granted on premium holidays. It is understood that in order to maintain sufficient service levels (staffing and operational needs), the Employer reserves the right to deny a request for Administrative Leave if services would be interrupted hindered or obstructed. Except for cases of emergency, requests for Administrative Leave shall be submitted at least twenty-four (24) hours in advance to the Warden or his/her designee. In the event of emergency situations when administrative leave is approved by the Warden or On-Call Supervisor with less than twenty-four (24) hours' notice, Employees will be required to submit supporting documentation for the absence within ten (10) working days.

The Warden or On-Call Supervisor may at their discretion waive the twenty-four (24) hour notice requirement with sufficient documentation and if circumstances warrant.

## ARTICLE TWENTY-FIVE

### **UNIFORMS**

25.1 MAINTENANCE ALLOWANCE. For employees covered under this Agreement there is no uniform maintenance allowance provided by the County of Gloucester or the GC Corrections Department. It is the Employee's responsibility to properly maintain his/her uniform.

25.2 UNIFORM ACCESSORIES. The Employer is responsible for the cost of leather gear, jackets and vests issued to each Sergeant as an initial issue or additional issue:

- One (1) all purpose jacket w/liner,
- One (1) ID wallet,
- One (1) Garrison belt (Brass Buckle),
- One (1) holster,
- One (1) Sam Browne "type" belt (Brass Buckle),
- One (1) double ammo pouch (Brass Snaps),
- One (1) pair of handcuffs w/case and keys and
- Various belt keepers as necessary (Brass Snaps).

Upon retirement, Employees covered by this agreement shall receive: One (1) "Retired" Department Identification Card with name, rank and date of retirement one (1) Department issued badge signifying rank and retirement.

25.3 DAMAGED UNIFORMS. Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense. An incident report of the damage or loss shall be submitted within Forty-Eight (48) hours of the occurrence to the Warden or his/her designee as per S.O.P..

25.4 UNIFORM CHANGES. The Employer shall bear the initial costs of any changes they make to the current uniform.

25.5 LEATHER JACKETS. Employees will be permitted but not required to wear Law Enforcement Leather Jackets, approved by the Warden, at their own expense. Since this is strictly voluntary, the Employer shall not be responsible for destroyed or damaged leather jackets that occurred in the line of duty.

## ARTICLE TWENTY SIX

### **SERGEANTS REIMBURSEMENTS**

#### 26.1 MILEAGE.

- A. When an employee is required to use his personal automobile, when department vehicles are not available, during a working tour for official business, reimbursement for such use (exclusive of travel to and from work) shall be at the Published IRS rate.

26.2 MEALS. An Employee shall be reimbursed for meals up to the following amounts per day if he/she is required to be outside of the County on official business during the normal meal hours for a period of six (6) consecutive hours or more: Breakfast; Five (5) dollars, Lunch; Ten (10) dollars and Dinner; Fifteen (15) dollars.

- (a) Meal reimbursements shall be paid within the next calendar month of submission of vouchers and paid receipts. Employees shall receive the total amount on the receipt paid for meals including any tax paid by the Employees.

26.3 TUITION. Effective January 1<sup>st</sup>, the Employer agrees to reimburse each Employee up to a total of One Thousand (\$1000) dollars per year for any job related course(s) or any other courses necessary for the completion of a degree in Police Science, Criminal Justice or Human Resources Development Institute offered by New Jersey Department of Personnel.

## ARTICLE TWENTY-SEVEN

### **MISCELLANEOUS PROVISIONS**

27.1 NOTIFICATION OF SHIFT CHANGE. Employees shall receive at least Fourteen (14) day notice of the proposal total shift change.

27.2 SCHEDULED TRAINING. The employer shall provide training which is aimed at skill development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth, in addition to early recertification.

Equitable training opportunities shall be given to all employees covered by this agreement at the discretion of the Warden or his designee.

For scheduled training and/or instruction of training, including yearly recertification's, each employee's schedule shall be adjusted to accommodate such training.

A schedule adjustment during the same pay period as the training day will be utilized for this accommodation. A training day for the purpose of this agreement shall be considered equivalent to one (1) work day (to include travel/meal time) for scheduled training and/or instruction of training, including yearly recertification's for FOUR (4) hours or more excluding in-service training conducted at or by the GCDOC Training Department.

27.3 QUALIFYING RANGE. Employees who are required to qualify with a hand weapon shall be furnished with not less than ten (10) targets and three hundred and fifty (350) rounds of new/re-loaded ammunition per year for practice. These terms shall be provided by June 1<sup>st</sup> of each year.

27.4 FUNDS ENTRUSTED. Employees shall not be responsible for funds entrusted to their care unless upon a finding of willful negligence or willful misconduct.

27.5 RETROACTIVE ASPECTS. The retroactive aspects of this agreement, including salary and economic benefits shall be retroactive to January 1<sup>st</sup>, 2011, unless otherwise stated, and shall be paid to all Sergeants on the payroll at the time that the agreement has been signed and to any Employee who retired between the expiration of the prior contract and that date. All retroactive monies will be paid on or before the Forty Fifth (45<sup>th</sup>) day after ratification of this agreement. All said monies shall be paid by separate check and shall not be included in regular pay.

27.6 ERT/SOG. The Employer or his/her designee may establish and promulgate the criteria for eligibility of appointment to the ERT/SOG team. All bargaining unit members shall be eligible to apply to be members of the ERT/SOG teams.

27.7 TRANSPORTATION.

- a. Employees who are required to transport prisoners will, whenever possible and practicable, be selected to be same sex as the prisoner to be transported.
- b. At no time shall any one officer be required to transport more than three (3) prisoners. Minimum security prisoners are excluded from this provision. Minimum security prisoners are defined as Road Gang/Outside Detail workers.
- c. All official vehicles provided by the Employer for utilization of employees in the performance of their duties will at a minimum be solid screened caged vehicles.
- d. Official vehicles provided by the Employer for the utilization of the employees will be radio equipped and will be properly maintained by the Employer.
- e. Official vehicles provided by the Employer will all comply with emergency vehicle light designation. All vehicles will be equipped the same and placement of equipment will be the same. The only change to this will be if mutually agreed upon between GCCSA/PBA 122/GCSOA and Employer due to new technology or vehicle model changes.

#### 27.8 LAYOFFS/DEMOTIONS

The County shall not lay off beyond current staffed positions at the GCDOC as of the signing of this Agreement nor demote without just cause but will only consider attrition of the workforce if needed during the duration of this current contract.

**ARTICLE TWENTY-EIGHT**

**DURATION**

28.1 EFFECTIVE DATE. This agreement shall be effective from January 1, 2016 and shall remain in full force and effect through December 31, 2021, subject only to the Gloucester County Corrections Sergeants Associations right to negotiate a successor agreement

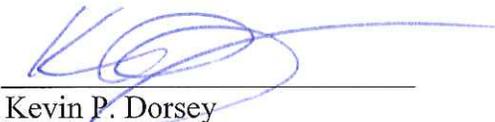
- (a) Negotiation for a successor agreement shall commence during the month of September 2020 by either party to this agreement notifying the other in writing of its decision to modify or extend the provisions of this agreement

IN WITNESS WHEREOF, the Employer and the Association have caused this agreement to be signed by their duly authorized representatives as of this 3rd Day of July 2017.

GLOUCESTER COUNTY  
CORRECTION SERGEANTS  
ASSOCIATION

BY  \_\_\_\_\_  
James J. Fare  
Acting President

BY  \_\_\_\_\_  
Jerry C. Cora

BY  \_\_\_\_\_  
Kevin P. Dorsey

BOARD OF CHOSEN  
FREEHOLDERS OF THE  
COUNTY OF GLOUCESTER

BY  \_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

BY  \_\_\_\_\_  
Chad M. Bruner  
County Administrator

## APPENDIX "A"

### DENTAL:

The dental plan programs are semi-voluntary with the County of Gloucester contributing fixed amount of a total of thirty-one (\$31.00) dollars toward the monthly premium regardless of the plan.

The following is based on the 2011 existing costs to the County of Gloucester and the Employees who wish to participate. These following costs to the employee are automatically deducted from their bi-weekly payroll check.

### DELTA DENTAL PREMIER PLAN:

	GC Monthly Premium	Cost to Employee
One (1) party	31.50	.50
Two (2) party	58.69	27.29
Three (3) party	107.26	76.26

### DELTA CARE/ FLAGSHIP PLAN:

One (1) party	24.17	.00
Two (2) party	46.03	15.03
Three (3) party	74.15	43.15

One party is single coverage

Two parties are husband and wife or parent and child

Three parties are family or parent and children

For contract years 2012, 2013, 2014 and 2015 an Addendum shall be added to this Agreement Appendix "A" showing each year's rates and costs as they become effective.

## Appendix B

### SALARY GUIDE:

The Salary guide is divided into TIER 1 Employees, are those employees hired prior to January 1, 2011, and TIER 2 employees, are those employees hired after January 1, 2011.

TIER 1 employee salary guide: The Tier 1 Employees are in a Level based on years of service and as determined in previous negotiated agreements. Tier 1 Employees shall remain in that Level for the duration of this Agreement.

	2016	2017	2018	2019	2020	2021
ATB	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Level 1	\$ 99,355	\$ 101,342	\$ 103,369	\$ 105,436	\$ 107,545	\$ 109,696
Level 2	\$ 101,342	\$ 103,369	\$ 105,436	\$ 107,545	\$ 109,696	\$ 111,890
Level 3	\$ 103,369	\$ 105,436	\$ 107,545	\$ 109,696	\$ 111,890	\$ 114,128
Level 4	\$ 105,435	\$ 107,544	\$ 109,695	\$ 111,889	\$ 114,127	\$ 116,409

TIER 2 employee salary guide:

Correction's Officers hired after 1/1/11 shall follow a secondary tier salary, which will be based upon the new salary structure, which will include the promotion value of \$6,500 over their new top step as a correction officer.

## APPENDIX "C"

### SCHEDULE:

The following represents the standard twelve-hour schedule and the modified eight-hour shift schedule.

#### TWELVE HOUR SCHEDULE

WEEK (1) SHIFT	S	M	T	W	T	F	S
A	X	D	D	X	X	D	D
B	D	X	X	D	D	X	X
C	X	N	N	X	X	N	N
D	N	X	X	N	N	X	X

WEEK (2) SHIFT	S	M	T	W	T	F	S
A	D	X	X	D	D	X	X
B	X	D	D	X	X	D	D
C	N	X	X	N	N	X	X
D	X	N	N	X	X	N	N

D = DAY      6:00 AM – 6:00PM / 0600 HOURS – 1800 HOURS

N = NIGHT    6:00 PM – 6:00 AM / 1800 HOURS – 0600 HOURS

X = OFF

#### EIGHT HOUR SCHEDULE

	S	M	T	W	T	F	S
0500-1330	X	D	D	D	D	D	X
1130-2000	X	D	D	D	D	D	X
0730-1600	X	D	D	D	D	D	X (flex schedule)

THE END

## Memorandum of Agreement

The Gloucester County Corrections Sergeants Officers Association-FOP 199 ("FOP"), and the Gloucester County Board of Chosen Freeholders ("County of Gloucester") hereby agree to modify the following provision of the collective bargaining agreement found in Article XVII Section 3 regarding Employee Health Benefits Premium Sharing:

- A. Effective January 1, 2020, employees enrolled in NJ Direct 15, NJ Direct 1525, NJ Direct 2030, Horizon HMO, and NJ Direct 2019 (CWA plan) shall contribute to the cost of the health care premium at the Tier 3 contribution level under Chapter 78, P.L. 2011.
- B. Effective January 1, 2020, employees enrolled in NJ Direct 2035, Horizon OMNIA, NJ Direct 4000 and NJ Direct 1500, shall contribute to the cost of the health care premium at the Tier 2 contribution level under Chapter 78, P.L. 2011.
- C. Employees enrolled in the NJ Direct 10 shall continue to contribute to the cost of the health care premium at the Tier 4 contribution level under Chapter 78, P.L. 2011.
- D. Employees who move out of NJ Direct 10 during the 2020 Open Enrollment and enroll in a plan identified in the above subsections A and B for the 2021 calendar year shall receive a one-time payment of the difference between 2021 employee benefit contribution under NJ Direct 10 and the 2021 employee benefit contribution for whichever plan chosen under subsection A or B as applicable. This payment will be issued after open enrollment 2020 and prior to 12/25/2020.
- E. If the State Health Benefits Plan (SHBP) begins to offer new plan(s) not currently memorialized in this agreement, the County of Gloucester agrees to negotiate with the FOP, upon the request of either party, the tier contribution level under Chapter 78, P.L. 2011 for the new plan(s).

FOR THE GLOUCESTER COUNTY CORRECTION  
SERGEANTS ASSOCIATION- FOP 199

FOR COUNTY OF GLOUCESTER

  
\_\_\_\_\_  
Dominic Capanna President  
2/21/20  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
2/27/20  
\_\_\_\_\_  
DATE