

AGENDA

12:00 p.m. Friday, December 27, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from December 18, 2019.

PROCLAMATIONS

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

A-1 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR THE 2019 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT.

This Resolution authorizes the filing of a Spending Plan for a Recycling Enhancement Act Tax Entitlement pursuant to P.L. 2007 c.311 et seq. (hereinafter, "the Act"). The Act was approved on January 14, 2008 and provides entitlement funds to counties in the State of New Jersey to prepare, revise, and implement comprehensive Solid Waste Management and Recycling Plans. The 2019 Recycling Enhancement Act Tax Entitlement for Gloucester County is \$236,478.00.

A-2 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED SETTLEMENT AGREEMENT AND GENERAL RELEASE OF THE LITIGATION MATTER ENCAPTIONED KRAKORA, ET AL. V. COUNTY OF GLOUCESTER, ET AL.

Resolution authorizing an Amended Settlement Agreement and General Release in the matter of Krakora, et al. v. County of Gloucester, et al., Docket No. GLO-C-13-19.

A-3 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH BROWN & CONNERY, LLP.

A Resolution was adopted on January 4, 2019 authorizing the execution of a contract with Brown & Connery, LLP, with offices at 360 Haddon Avenue, Westmont, New Jersey 08108, for the provision of professional labor counsel and other services of a specialized nature, in an amount not to exceed \$200,000.00 as per RFP-19-004. The County has determined an increase is necessary due to unanticipated additional services, this resolution authorizes an amendment to increase the contract in an amount not to exceed \$75,000.00, resulting in a new contract amount not to exceed \$275,000.00.

A-4 RESOLUTION AUTHORIZING A MODIFICATION OF COUNTY FEES FOR 2020.

This Resolution will authorize modification of various fees charged by the County for programs and services for the year 2020 for the departments of the Animal Shelter, EMS, Health, Highway, Parks and Recreation, Pitman Golf Course, Planning Board, and Senior Services.

A-5 RESOLUTION RATIFYING AND ACCEPTING A COLLECTIVE BARGAINING AGREEMENT WITH THE GLOUCESTER COUNTY SUPERIOR OFFICERS ASSOCIATION FOP LODGE #165 - FOP NEW JERSEY LABOR COUNCIL AND THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS /GLOUCESTER COUNTY SHERIFF FROM JANUARY 1, 2019 TO DECEMBER 31, 2023.

This Resolution will ratify the Collective Bargaining Agreement, and the terms therein, with the Gloucester County Superior Officers Association FOP Lodge #165 - FOP New Jersey Labor Council, and encompasses certain employees of the Sheriff's Office (Lieutenants and Captain) from January 1, 2019 to December 31, 2023.

A-6 RESOLUTION RATIFYING AND ACCEPTING A COLLECTIVE BARGAINING AGREEMENT WITH THE TEAMSTERS LOCAL 331 INTERNATIONAL BROTHERHOOD OF TEAMSTERS AND THE COUNTY OF GLOUCESTER / THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS, DIVISION OF SOCIAL SERVICES FROM JANUARY 1, 2020 TO DECEMBER 31, 2024.

This Resolution will ratify the Collective Bargaining Agreement, and the terms therein, with the Teamsters Local 331 International Brotherhood of Teamsters, and encompasses certain employees of the County Division of Social Services (Assistant Administrative Supervisors, Administrative Supervisors, Coordinator of Child Support, Training Supervisor, and Fiscal Officer) from January 1, 2020 to December 31, 2024.

A-7 RESOLUTION AUTHORIZING GOVDEALS ONLINE AUCTIONS TO SELL CERTAIN SURPLUS PROPERTY THROUGH THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT

The County seeks to make certain property available for sale this is no longer needed for any public purpose. This Resolution authorizes the use of GovDeals Online Auctions through the Cooperative Purchasing Agreement with Sourcewell, to conduct an online auction to sell these items pursuant to Local Finance Notice 2019-15.

A-8 RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FROM SOFTWARE HOUSE INTERNATIONAL, CORP. THROUGH STATE CONTRACT FOR \$45,000.00.

This Resolution authorizes the purchase of Hewlett Packard computer equipment and relative services regarding the Nimble upgrade from Software House International, Corp., as per quote #18212811 dated December 18, 2019, for a total of \$45,000.00 through State Contract No. 40116. CAF #19-11243 has been obtained to certify funds.

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING AMENDMENTS TO THE GLOUCESTER COUNTY ANIMAL SHELTER'S POLICIES AND PROCEDURES.

Resolution authorizing amendments to the Gloucester County Animal Shelter's Policies and Procedures, more specifically the Adoption Policy Criteria, Pre-Adoption Application, and the Veterinarian Medical Verification Form.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING THE PURCHASE OF CELLULAR SERVICE FROM VERIZON WIRELESS FOR THE COUNTY THROUGH STATE CONTRACT# A82583 IN AN AMOUNT NOT TO EXCEED \$75,000.00, FROM NOVEMBER 1, 2019 TO OCTOBER 31, 2020.

The County's total aggregate for Verizon Wireless Services for all county offices will not exceed \$75,000.00 annually. This figure includes cell phones charged to State & Federal Grant Programs.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

Time_____

MINUTES

6:00 p.m. Wednesday, December 18, 2019

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Deputy Director DiMarco		X
Freeholder Barnes	X	
Freeholder Christy	X	
Freeholder Jefferson	X	
Freeholder Lavender	X	
Freeholder Simmons		X
Director Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from December 4, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

PROCLAMATIONS

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).
OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

52201 RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR THE ANNUAL REORGANIZATION MEETING ON JANUARY 3, 2020 AT 6:00 P.M., IN THE CEREMONIAL COURTROOM.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52202 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52203 RESOLUTION AUTHORIZING AND APPROVING THE BILL LISTS FOR THE MONTH OF DECEMBER.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52204 RESOLUTION AUTHORIZING CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52205 RESOLUTION AUTHORIZING THE CANCELLATION OF VARIOUS IMPROVEMENT AUTHORIZATIONS.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52206 RESOLUTION AUTHORIZING THE COUNTY TO JOIN THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52207 RESOLUTION AUTHORIZING A CONTRACT WITH REHAB CLINICS (SPT) d/b/a NOVACARE REHABILITATION FROM JANUARY 1, 2020 TO DECEMBER 31, 2021 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

52208 RESOLUTION AUTHORIZING A CONTRACT WITH CONSTITUTION PRINTING COMPANY, FOR \$22,145.08

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender	X		X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52209 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH DELAWARE VALLEY VETERINARY HOSPITAL.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender	X		X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52210 RESOLUTION ACCEPTING FUNDS FROM THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE MEDICAL ASSISTED TREATMENT INITIATIVE IN THE PRORATED AMOUNT OF \$125,000.00 FROM FEBRUARY 1, 2020 TO JUNE 30, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender	X		X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52211 RESOLUTION TO ACCEPT FUNDING FROM THE UNITED STATES SECRET SERVICE FOR THE ELECTRONIC CRIMES TASK FORCE FROM OCTOBER 1, 2019 TO SEPTEMBER 30, 2020 FOR \$15,000.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender	X		X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

52212 RESOLUTION OF SUPPORT FOR THE ESTABLISHMENT OF A MULTI-WAY STOP AT THE INTERSECTION OF BRIDGETON PIKE (ROUTE NJ 77) AND FISLerville ROAD (CR 618) IN THE TOWNSHIP OF ELK.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52213 RESOLUTION AUTHORIZING THE PURCHASE OF A TRUCK FROM WINNER FORD THROUGH STATE CONTRACT FOR \$31,650.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52214 RESOLUTION AMENDING THE PURCHASE OF A MOBILE COLUMN LIFT FROM HOFFMAN SERVICES, INC. TO STERIL-KONI USA IN THE AMOUNT OF \$44,927.60.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52215 RESOLUTION ACCEPTING THE NJ DEPARTMENT OF STATE COMPLETE COUNT COMMISSION GRANT PROGRAM, FOR \$60,373.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52216 RESOLUTION AUTHORIZING A FUNDING AMENDMENT TO A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE OF SOUTH JERSEY.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

52217 RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS FOR THE COMMUNICABLE DISEASE-HEPATITIS A GRANT FROM OCTOBER 1, 2019 TO JUNE 30, 2020, IN AN AMOUNT NOT TO EXCEED \$42,850.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52218 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH AULETTO ENTERPRISES, INC. T/A AULETTO CATERERS FROM JANUARY 1, 2020 TO DECEMBER 31, 2021 FOR AN AMOUNT NOT TO EXCEED \$550,000.00 PER YEAR.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52219 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE 2020 COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT IN THE AMOUNT OF \$594,625.00 WITH A CASH MATCH OF \$90,282.00 FOR A PROGRAM TOTAL OF \$684,907.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52220 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DIVISION OF DISABILITY SERVICES FOR THE 2020 TITLE XX GRANT IN THE AMOUNT OF \$30,367.00 FROM JANUARY 1, 2020 TO JUNE 30, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52221 RESOLUTION ACCEPTING STATE/COMMUNITY PARTNERSHIP AND FAMILY COURT SERVICES FUNDS FROM THE NEW JERSEY JUVENILE JUSTICE COMMISSION TOTALING \$557,805.00, FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52222 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, TO ACCEPT THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FOR \$516,162.00 FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

52223 RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF FEBRUARY 19, 2020 REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 12702, LOT 1, AND BLOCK 12601, LOTS 101.03 AND 102 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF MONROE, WITH OPEN SPACE PRESERVATION TRUST FUNDS.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender	X		X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52224 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY CHARLES H. DATZ AND LAURA L. LOPEZ-PELAYO FOR \$613,668.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender	X		X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52225 RESOLUTION AUTHORIZING A CONTRACT WITH COMMERCIAL INTERIORS DIRECT, INC. FOR AN AMOUNT NOT TO EXCEED \$100,000.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender	X		X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

Old Business
New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

Adjournment

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

A-1

RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR THE 2019 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT

WHEREAS, P.L. 2007 c.311 et seq. (hereinafter "the Act") provides for the awarding of Recycling Enhancement Act Tax Entitlements by the NJ Department of Environmental Protection to designated Solid Waste Management Districts, to assist them in the preparation, revision and implementation of comprehensive Solid Waste Management and Recycling plans; and

WHEREAS, the Gloucester County Improvement Authority seeks such financial assistance to fulfill its responsibilities under the Solid Waste Management Act and Recycling Enhancement Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That a Spending Plan be submitted to the Solid and Hazardous Waste Management Program for a 2019 Recycling Enhancement Act Tax Entitlement in the amount of \$236,478.00; and
2. That the County Recycling/HSW Coordinator of the Gloucester County Improvement Authority is hereby authorized and directed to execute and file such spending plan with the NJ Department of Environmental Protection, to provide additional information and furnish such documents as may be required; to execute such documents as are required; and, to act as the authorized correspondent of the Gloucester County Solid Waste Management District; and
3. That the Gloucester County Improvement Authority has been or will be designated by the Gloucester County Board of Chosen Freeholders as the implementing agency to perform the Recycling Enhancement Act Tax Entitlement; and
4. That Gloucester County, which is designated as a Solid Waste Management District, agrees to the filing of a spending plan consistent with all applicable laws, rules and regulations; and
5. That the Gloucester County Solid Waste Management District hereby accepts the terms and conditions set for the Act and the guidelines promulgated under it.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

A-2

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN AMENDED SETTLEMENT AGREEMENT AND GENERAL RELEASE
OF THE LITIGATION MATTER ENCAPTIONED
KRAKORA, ET AL. V. COUNTY OF GLOUCESTER, ET AL.**

WHEREAS, a prior Complaint filed in the Superior Court of New Jersey, Law Division, Burlington County, encaptioned Krakora, et al. v. County of Gloucester, et al., under docket number BUR-L-191-13, asserted certain claims in connection with the closing of Gloucester County Adult Correctional facility; and

WHEREAS, the parties settled all controversies between them and entered into a written settlement agreement and release to resolve the prior Complaint; and

WHEREAS, on February 25, 2019, Plaintiffs Public Defender Joseph Krakora and the Office of the Public Defender filed a second Complaint against Defendants County of Gloucester and its Board of Chosen Freeholders, Gloucester County Administrator Chad Bruner, Gloucester County Sheriff Carmel Morina, and Warden of the Gloucester County Department of Corrections Eugene Caldwell, II, in the Superior Court of New Jersey, Chancery Division, Gloucester County, under Docket No. GLO-C-13-19, asserting, among other things, that Defendants violated the terms and conditions of the prior settlement agreement; and

WHEREAS, the County and all Defendants vigorously deny each and every allegation set forth in the Plaintiffs' second Complaint; and

WHEREAS, the parties seek to amend the term of the prior settlement agreement in order to effectuate settlement of the second Complaint, as the parties agree that, to avoid any additional expenses and the uncertainty of litigation, it is in their best interests to settle, discontinue and end, with prejudice, all disputes between them, including all claims related to the second Complaint.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute, and the Clerk of the Board is authorized to attest to the execution of, an Amended Settlement Agreement and General Release and any and all applicable documents that may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on December 27, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

AMENDED SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS AMENDED SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "Agreement") is entered into by and between plaintiffs Joseph Krakora, Public Defender, and the Office of the Public Defender ("Plaintiffs") and defendants County of Gloucester and its Board of Chosen Freeholders, Chad Bruner, Gloucester County Administrator, Carmel Morina, Gloucester County Sheriff, and Eugene Caldwell, II, Warden of the Gloucester County Department of Corrections ("Defendants").

WHEREAS, this Agreement stems from a prior but related action in the Superior Court of New Jersey, Law Division, Burlington County, entitled Krakora, et al. v. County of Gloucester, et al. and bearing Docket No. BUR-L-191-13 ("First Lawsuit").

WHEREAS, in the First Lawsuit, Joseph Krakora, Chad Gatewood, Timothy Harvey and Robert Prasch filed a Complaint against the Counties of Gloucester & Salem and Their Boards of Chosen Freeholders, asserting claims in connection with the closing of the Gloucester County Adult Correctional facility. The parties settled all controversies between them and entered into a written settlement agreement and general release ("Prior Agreement").

WHEREAS, on February 25, 2019, Plaintiffs filed a Complaint against Defendants in the Superior Court of New Jersey, Chancery Division, Gloucester County, under Docket No. GLO-C-13-19 ("Second Lawsuit"). Plaintiffs assert, among other things, that Defendants violated the terms and conditions of the Prior Agreement. Defendants vigorously deny each and every allegation set forth in Plaintiffs' Amended Verified Complaint.

WHEREAS, the parties now seek to amend the terms of the Prior Agreement in order to effectuate settlement of the Second Lawsuit. The parties agree that, to avoid any additional expenses and the uncertainty of litigation, it is in their respective best interests to settle, discontinue and end, with prejudice, all disputes between them, including all claims related to the Second Lawsuit.

WHEREAS, the parties acknowledge that the merits of the controversy are in dispute and have not been finally adjudicated, and that no party admits any liability to any other, but all have reasons to desire amicable resolution of the matter, including to avoid the costs of litigation.

NOW, THEREFORE, and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. The terms of settlement:

- (a) The parties agree that Gloucester County has installed a video conference connection and all necessary hardware/software, at the County of Gloucester's expense, to enable attorneys to hold confidential non-recorded video teleconference interviews with their clients, while the client remains at his/her detention facility; Gloucester County or its designated authorities at the detaining jail facility shall maintain private cubicles or booths for the inmate to participate via video-computer hookup in the video conference with his or her attorney. The video conference system provides attorneys within the public defenders' office access to the video transmission at his or her desktop office computer, so that each attorney may hold his or her video conferences with the client in the attorney's office.

- i. Defendants shall, at Defendants' expense, continue to maintain the aforementioned system, provide the necessary software, pay any required licensing and software maintenance fee, and provide technical assistance for the continued operation of the system.
 - ii. Defendants or their designated authorities at the detention facility shall make an inmate available for a requested video conference at the time the attorney requests, subject to the availability of cubicles or booths at the detention facility, and provided that the attorney makes the request no later than 4:00 p.m. on the business day immediately prior to the requested conference.
 - iii. The video conference option shall be utilized solely at the request of counsel, and no inmate is required to utilize it. The inmate or his or her counsel may insist upon in person visits in Woodbury.
- (b) The parties shall conduct all contact and noncontact inmate visits in Holding Cell #11 and the three Visiting Rooms located in the holding area of the Gloucester County Justice Complex ("GCJC"), after Defendants complete the following renovations and modifications:
- i. Removal of the cinderblock partition in two of the three Visiting Rooms;
 - ii. Installation of a wireless panic button in Cell #11 and the two contact Visiting Rooms;
 - iii. Installation of an electrical outlet in Cell #11 and the two contact Visiting Rooms;
 - iv. Installation of one table and four chairs in the two contact Visiting Rooms;
 - v. Installation of a glass partition, containing a mail slot and one softball sized hole in the glass, in the third noncontact Visiting Room; and
 - vi. Defendants will disable the video camera in Cell #11.
- (c) Pending completion of the modifications described above, the parties shall continue to conduct contact visits in the second-floor visiting area of the former Gloucester County Adult Correctional Facility according to the orders entered by the Court in the Second Lawsuit.
- (d) The parties shall conduct contact visits according to the terms of this Agreement. The parties acknowledge that they each have significant legal and operational needs, and they shall attempt to accommodate each other's needs in a manner that allows them to fulfill their respective missions. Such accommodations shall provide for following the specific terms for these visits set forth in this Agreement. Defendants shall maintain the right to inspect bags and materials brought into the secured area of the GCJC for prohibited items (but not for written or recorded content), and to otherwise provide for institutional security. Further, Defendants shall maintain the right to amend or modify, from time to time, their policies or procedures as circumstances require, so long as the changes are reasonably related to ensuring safe

and secure facilities and they are not expressly governed by this Agreement. Defendants shall give Plaintiffs 30 days' notice of their intention to make any material changes to their policies or procedures before implementing changes. Plaintiffs reserve the right to challenge unduly burdensome changes to Defendants' policies or procedures in accordance with subparagraph 1(g).

(e) Visits shall be scheduled and conducted as follows:

- i. Visits shall occur all weekdays the GCJC is open to the public. Detainees shall be produced for visits on Mondays through Fridays from 9:30 a.m. until 5:30 p.m.
- ii. Requests for production of inmates shall be made no later than 4:00 p.m. on the business day prior to the desired visit by email to addresses provided by Defendants.
- iii. Defendants and their agents, servants and employees shall not advise detainees directly or indirectly that they have the option to decline transport or request other forms of interaction with their criminal-defense team.
- iv. The parties recognize that detention facilities may designate some inmates as "at risk" or as being "on suicide watch" according to their internal protocols and procedures. The parties acknowledge that Defendants are not responsible for making such a determination. Defendants agree to transport "at risk" inmates or those designated as being on "suicide watch" for contact visits as long as: (1) the inmate does not require any special restraints beyond handcuffs and shackles; and (2) the detention facility clears the inmate as suitable for transport, and provides Defendants with written confirmation that the inmate has been cleared, prior to transportation of the inmate. Written confirmation in the form of an email shall be considered sufficient. Defendants agree to implement a procedure to ensure, to the extent possible, that the detaining facility promptly sends written confirmation regarding an inmate's suitability for transport.
- v. Inmates shall be handcuffed and shackled during contact and noncontact visits. However, Plaintiffs, or their representatives, may request that an inmate have his handcuffs removed for a particular contact visit; and upon such request, the inmate's handcuffs will be removed upon entry into the Visiting Room for the contact visit. Inmates shall however remain shackled at all times during contact visits, inclusive of contact visits where a request has been made to remove the inmate's handcuffs.
- vi. Holding Cell #11, the two contact Visiting Rooms and the one non-contact Visiting Room may be operated simultaneously. Plaintiffs, or their representatives, shall be entitled to interview three inmates at a time or such fewer number of inmates as they have requested.
- vii. Counsel and members of the defense team may bring the following items into contact visiting areas: case files and their contents, including staples, Acco clips and binder clips (subject to the limitations set forth below),

digital media, electronic equipment for displaying digital media, such as laptop computers, tablets, auxiliary drives, polygraph equipment (for polygraphists), pens, pencils, highlighters, pads, notebooks, printed material, folders containing these materials, legal and other references, rulers, the visitor's wristwatch, belt, wallet, cell phone, and other such non-dangerous items, as may be approved by the Sheriff or his designee.

- viii. Expert witnesses and consultants may bring the following items into the visiting area in addition to those in subparagraph 1(e)(vii) above: testing materials and equipment appropriate for their disciplines. Defendants reserve the right to conduct examinations in a courtroom at the GCJC, after obtaining consent from the witness or consultant.
 - ix. The following items may not be brought into the visiting areas: keys, paper clips, binders, and other items, not specifically permitted above, that the Sheriff or his designee determine to be a security or safety risk.
 - x. Sheriffs and corrections staff shall inspect and inventory materials being brought into the visiting area for prohibited items, but may not review the written or recorded content of the materials.
 - xi. Defense team members may physically hand detainees correspondence, paper discovery and other paper materials to take with them to their detaining jail facilities, provided that the materials are contained in an envelope with no metal clasp, and they contain no staples, clips, metal or plastic. Sheriffs and corrections staff shall inspect and inventory these materials for prohibited items, but may not review the written or recorded content of the materials.
- (f) While not the specific subject of the Second Lawsuit, Plaintiffs have raised concerns regarding the production of "at risk" inmates for detention hearings. In order to resolve all outstanding issues at this time, the parties agree that Defendants will transport "at risk" inmates or those designated as being on "suicide watch" in accordance with subparagraph 1(e)(iv).
- (g) If the parties cannot amicably resolve any dispute, claim, or controversy arising from this Agreement, both parties reserve the right to file an action in the Superior Court of New Jersey.
- (h) Nothing in this Agreement shall be construed to have any effect upon Plaintiffs' rights to challenge or contest any decision to substitute video appearances for in person appearances in Court.
- (i) Plaintiffs agree to dismiss with prejudice the Second Lawsuit with no payment of fees or costs to any party after the completion of the modifications described in subparagraph 1(b).

2. Dismissal of Action: Plaintiffs understand and agree that counsel for the Defendants will file with the Superior Court of New Jersey an executed original of the Stipulation of Dismissal with Prejudice with regard to the Second Lawsuit upon the completion of the modifications described in subparagraph 1(b). The parties understand and agree that the terms of the dismissal are incorporated by reference within this Agreement as if fully set forth herein.

3. Release in Consideration for this Agreement: In consideration for the terms set forth in this Agreement, all parties, personally and for their estate and heirs, waive, release and give up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that they may have against each other, their agents, representatives and employees (present and former), and their respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Agreement, including, but not limited to, any events related to, arising from, or in connection with the Second Lawsuit, Defendant's housing and transportation of inmates/pre-trial detainees, the closing of the Gloucester County Correctional Facility and/or any other association with the Defendants. All parties specifically waive, release and give up any and all claims arising from or relating to the Second Lawsuit, the housing, transportation, holding or detention of inmates by any Defendants, and/or association with Defendants based upon any act, event or omission occurring before the date of execution of this Agreement, including but not limited to, any claim that was asserted or could have been asserted under the United States Constitution and Bill of Rights, the New Jersey Constitution, any Federal and/or State statutes, regulations and/or common law and any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any provision of any federal or state constitution, any public policy, contract, tort or common law, conversion, spoliation, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and, litigation costs).

4. No Claims Permitted/Covenant Not to Sue: Plaintiffs waive their right to file any charge or complaint on their own behalf and/or participate as a complainant, plaintiffs, or charging party in any charge or complaint which may be made by any other person or organization on their behalf, with respect to anything which has happened up to the execution of this Agreement before any federal, state or local court or administrative federal, state or local agency against the Defendants, except if such waiver is prohibited by law. Should any charge or complaint be filed, Plaintiffs agree that they will not accept any relief or recovery therefrom. Plaintiffs confirm that no such charge, complaint or action exists in any forum or form other than the Amended Complaint bearing Docket No. GLO-C-13-19, and hereby covenant not to file any charge, complaint or action in any forum or form against the Defendants based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Plaintiffs, it shall be dismissed with prejudice upon presentation of this Agreement.

5. Attorney's Fees and Costs: All parties agree that they will bear their own costs and attorney's fees which have been incurred in connection with the within matter and in connection with the negotiation and preparation of this Agreement and that no payments shall be sought by or owed to any party or their attorneys from all other parties in connection with this matter; the parties also agree that no monies shall be sought by any Defendants from Plaintiffs.

6. No Admission of Liability: It is expressly understood that neither the execution of this Agreement nor any other action taken by the Defendants in connection with Plaintiffs' alleged claims or this settlement, constitutes an admission by any of the Defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiffs were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful.

7. Entire Agreement: This Agreement contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understanding pertaining to the subject matter hereof, and is intended to memorialize the settlement of Plaintiffs' claims. Plaintiffs represent and acknowledge that, prior to executing this Agreement, they consulted their attorney, that they had ample time to do so, that they obtained the advice of counsel prior to making the decision to execute the Agreement and that they had not relied upon any representation or statement not set forth in this Agreement made by any Defendants thereto, or, Defendants' counsel or representatives, with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Agreement.

8. Severability: The parties agree that if any court declares any portion of this Agreement unenforceable, the remaining portion shall be fully enforceable.

9. Applicable Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties agree that any action to enforce or interpret this Agreement shall only be brought in a court of competent jurisdiction in the State of New Jersey, which the parties hereby acknowledge and agree to be the Superior Court of New Jersey.

10. This Agreement is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding, other than evidence of the parties' compromise as set forth herein or to enforce the terms of this Agreement.

11. All parties understand and acknowledge that they are aware of their legal rights to consider the Agreement for a period of 21 DAYS. The parties further understand and acknowledge that, at their option, the Agreement may be executed prior to the expiration of the 21 DAY period.

12. All parties understand and acknowledge that they have seven (7) days following the execution of the Agreement to revoke the terms of the Agreement. Any notice of revocation hereunder must be made in writing and delivered within seven (7) days of the execution of the Agreement to WILLIAM M. TAMBUSI, ESQ., BROWN & CONNERY, LLP, 360 HADDON AVENUE, WESTMONT, NJ 08108, with a copy to be delivered to FRED B. LAST, ESQ., POST OFFICE BOX 161M, WEST DEPTFORD, NJ 08086. For the revocation to be effective, written notice must be received by WILLIAM M. TAMBUSI, ESQ. and FRED B. LAST, ESQ. no later than the close of business on the seventh (7th) day after the party signed the Agreement. If any party revokes the Agreement, it shall be null and void, and the obligations or entitlements of both parties under the Agreement shall be eliminated.

13. This Agreement, including but not limited to all parties' obligations hereunder, is not effective until the expiration of seven (7) calendar days following the date the Agreement is signed by Plaintiffs (the "Effective Date").

14. BY SIGNING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, PLAINTIFFS ACKNOWLEDGE:

- A. THEY HAVE READ IT;
- B. THEY UNDERSTAND IT AND KNOW THEY ARE GIVING UP IMPORTANT RIGHTS;
- C. THEY AGREE WITH EVERYTHING IN IT;

- D. THEIR ATTORNEY NEGOTIATED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH THEIR KNOWLEDGE AND CONSENT;
- E. THEY HAVE BEEN ADVISED TO CONSULT WITH THEIR ATTORNEY PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, AND HAS IN FACT DONE SO; AND
- F. THEY HAVE SIGNED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.

IN WITNESS WHEREOF, Plaintiffs and Defendants, intending to be legally bound, have signed and executed this Amended Settlement Agreement and General Release.

PLAINTIFF
Joseph Krakora

Signature: _____
Name: _____
Date: _____

PLAINTIFF
Office of the Public Defender

Signature: _____
Name: _____
Date: _____

DEFENDANT
County of Gloucester and its Board of Chosen Freeholders

Signature: _____
Name: _____
Date: _____

DEFENDANT
Chad Bruner, Gloucester County Administrator

Signature: _____
Name: _____
Date: _____

DEFENDANT
Carmel Morina, Gloucester County Sheriff

Signature: _____
Name: _____
Date: _____

DEFENDANT
Eugene Caldwell, II, Warden of the Gloucester County Department of Corrections

Signature: _____
Name: _____
Date: _____

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH BROWN & CONNERY, LLP

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on January 4, 2019, authorizing a contract with Brown & Connery, LLP, with offices at 360 Haddon Avenue, Westmont, New Jersey 08108, for the provision of professional labor counsel and other services of a specialized nature, as per RFP-19-004; and

WHEREAS, the contract was awarded in an amount not to exceed \$200,000.00, from January 1, 2019 to December 31, 2019; and

WHEREAS, an amendment to the contract is necessary to increase the contract amount by \$75,000.00, resulting in an amount not to exceed \$275,000.00, due to unanticipated additional services; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original contract that not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of an amendment to the contract between the County of Gloucester and Brown & Connery, LLP to increase the contract amount by \$75,000.00, resulting in an amount not to exceed \$275,000.00; and

BE IT FURTHER RESOLVED, before any purchase be made and/or services rendered pursuant to the within award, a Certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Friday, December 27, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
BROWN & CONNERY, LLP**

THIS is an amendment to a contract entered into on the 4TH day of January, 2019, by and between the **County of Gloucester**, hereinafter referred to as “**County**”, **Brown & Connery, LLP** with offices at 360 Haddon Avenue, Westmont, New Jersey 08108, hereinafter referred to as “**Attorney**”.

NOW, THEREFORE, in further consideration for the mutual promises made by and between County and Attorney in the above-described contract, the parties hereby agree to amend the contract as follows:

The Contract is hereby amended to increase the contract amount by \$75,000.00, resulting in a contract amount not to exceed \$275,000.00.

A Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

ALL OTHER TERMS and provisions of the contract and conditions set forth therein shall remain in full force and effect.

THIS AMENDMENT is effective as of the 27th day of December, 2019.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BROWN & CONNERY, LLP

By:
Title:

A-4

**RESOLUTION AUTHORIZING MODIFICATION OF COUNTY
FEES FOR 2020**

WHEREAS, the County provides certain services and programs to residents to promote well-being, health, and recreation; and

WHEREAS, it is necessary to modify and establish fee schedules relative to said services and programs annually; and

WHEREAS, fee schedules for the Departments of Animal Shelter, EMS, Health, Highway, Parks and Recreation, Pitman Golf Course, Planning Board, and Senior Services have been established for the year 2020, and are attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the 2020 fees for the Departments of Animal Shelter, EMS, Health, Highway, Parks and Recreation, Pitman Golf Course, Planning Board, and Senior Services are hereby approved as set forth in the schedules annexed hereto as Exhibit A, and shall be effective as of January 1, 2020.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

GLOUCESTER COUNTY DEPARTMENT OF HEALTH - 2020 Fees

Plan Review for Consumer Health

Retail Food Establishment

- Risk Factor 1 - Plan Review
- Risk Factor 2 - Plan Review
- Risk Factor 3 - Plan Review
- Reinspection fee (first)
- Reinspection fee (second)
- Reinspection fee (third & above)

Mobile/Temporary Food Plan Review

- Risk Factor 1
- Risk Factor 2
- Risk Factor 3

Campgrounds - Plan Review

- Reinspection fee (first)
- Reinspection fee (second)
- Reinspection fee (third & above)

Swimming pools - Plan Review

- Reinspection fee (first)
- Reinspection fee (second)
- Reinspection fee (third & above)

Pre-operational swimming pools

- Reinspection fee (first)
- Reinspection fee (second)
- Reinspection fee (third & above)

Spas - Plan Review

- Reinspection fee (first)
- Reinspection fee (second)
- Reinspection fee (third & above)

Pet Shops and Kennels - Plan Review

- Reinspection fee (first)
- Reinspection fee (second)
- Reinspection fee (third & above)

Tanning - Plan Review

- Reinspection fee (first)
- Reinspection fee (second)
- Reinspection fee (third & above)

Tattoo/Body Piercing/Permanent Cosmetics

- Application for New Facility and Plan Review
 - Application - Annual Renewal
 - Plans for Removal or Renovation permitted facilities
 - Change of Personnel Notification
-

Temporary Facility Application
Reinspection fee (first)
Reinspection fee (second)
Reinspection fee (third & above)

Ear Piercing Facilities

Application for New Facility and Plan Review
Application - Annual Renewal
Reinspection fee (first)
Reinspection fee (second)
Reinspection fee (third & above)

Plan Review for Environmental Quality

Wells (Plans will expire after 2 years)

Septic Systems (Plans will expire after 2 years)

New Construction
Alteration
Repair
Revision
Septic system permit renewal
Continuing Use
Well and Septic Abandonment

Onsite Septic System Installation Re-Inspections - Installers/Contractors (for Unsat. Insta

Reinspection fee (first)
Reinspection fee (second)
Reinspection fee (third)

Real Estate System Reviews

Real Estate Inspection of septic system review (Onsite Inspection of Septic System review)
Real Estate Inspection of septic system review update (Onsite Inspection of Septic System u

Surface Water Sampling Costs

Average Charge for Personnel Costs per Hour
Average Charge for Personnel Costs per Hour - Overtime
Minimum Charge for Personnel Costs

Health Summit Vendor/Exhibitor Tables

Fee

\$75.00
\$100.00
\$150.00
\$50.00
\$75.00
\$125.00

\$50.00
\$75.00
\$150.00
\$150.00
\$50.00
\$75.00
\$125.00
\$150.00
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\$300.00
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\$1,000.00
\$50.00
\$75.00
\$125.00

\$150.00
\$50.00
\$50.00
\$75.00
\$125.00

\$125.00

\$350.00
\$300.00
\$100.00
\$175.00
\$100.00
\$50.00

\$50 each/\$75 both

lations)

\$50.00
\$75.00
\$125.00

\$125.00
\$75.00

\$70.00
\$105.00
\$70.00

\$25.00

EMS FEES

Basic Transport	\$800
Additional Fee per mile for patient transport	\$17
Use of Cervical Collar	\$45
Provision of Oxygen	\$65
CPR Training	\$50
Safe Sitter Training	\$50
Naloxone	\$95
Epi-Pen	\$150
CPAP	\$95
BLS Disposable	\$45
Standby Fee (Per Hour, each staffed ambulance)	\$225
Assessment service w/out transport	\$200
EMT Refresher/Core (per session)	\$100
Initial EMT Training Academy	\$2,000
EMT Academy Application Fee	\$200

HIGHWAY FEES

EQUIPMENT

Supervisor/Inspectors Car	\$	15.00	per hour
Pick up Truck	\$	60.00	per hour
Signal Van	\$	60.00	per hour
Sign Truck	\$	75.00	per hour
Bucket Truck	\$	100.00	per hour
Dump Truck	\$	85.00	per hour
Jet Vac Truck	\$	100.00	per hour
Street Sweeper	\$	100.00	per hour
Loader	\$	85.00	per hour
Back Hoe	\$	75.00	per hour
Boom Mower Tractor	\$	75.00	per hour
Light Tower Generator	\$	45.00	per hour
Variable Message Board	\$	35.00	per hour
Traffic Control Devisces/Road Closures (barrles & cones)	\$	250.00	per incident

* Does not include driver/operator

PLANNING BOARD FEES

Site Plan not on County Road	\$	200.00	
Site Plan on County Road	\$	350.00	additional \$10 per parking space
Minor Subdivision not on County Road	\$	100.00	
Minor Subdivision on County Road	\$	200.00	
Major Subdivision not on County Road	\$	150.00	additional \$10 per lot
Major Subdivision on County Road	\$	300.00	addiitonal \$10 per lot
Final Sub	\$	100.00	
Sketch	\$	50.00	

SENIOR SERVICES

Nutrition Program (Meals at Nutrition Sites)	\$1.25 per meal
Serv A Tray	\$1.25 per meal
Weekend Meals	\$1.75 per meal
Senior Picnic	\$2.00 per person
Senior Spring Fling	\$2.00 per person
Christmas Party	\$3.00 per person

ANIMAL SHELTER

Dog Surrender	\$	25.00
Cat Surrender	\$	10.00
Small Pet Surrender	\$	10.00
Redemption/Pick-up Fee	\$	35.00
Daily Quarantine Fee	\$	4.00
Dog Adoption	\$	125.00
Cat Adoption	\$	95.00
Senior Citizen Spay/Neuter Fee	\$	35.00
Veteran Spay/Neuter Fee	\$	35.00

DONATION TILES

8X8	\$	500.00
4X8	\$	150.00

PARKS AND RECREATION FEES

BASEBALL/SOFTBALL LEAGUES

# of field slots reserved	Youth teams		Adult teams		Youth teams		Adult teams	
	In county		In county		Out of County		Out of County	
1 game	\$	55.00	\$	110.00	\$	110.00	\$	220.00
2-20	\$	165.00	\$	330.00	\$	330.00	\$	660.00
21-40	\$	275.00	\$	550.00	\$	550.00	\$	1,100.00
41-60	\$	385.00	\$	770.00	\$	770.00	\$	1,540.00
61-80	\$	495.00	\$	990.00	\$	990.00	\$	1,980.00
81-100	\$	670.00	\$	1,210.00	\$	1,220.00	\$	2,420.00
101-120	\$	735.00	\$	1,430.00	\$	1,470.00	\$	2,860.00
121-140	\$	825.00	\$	1,650.00	\$	1,650.00	\$	3,300.00

SOCCER/FLAG FOOTBALL

# of field slots reserved	Youth teams		Adult teams		Youth teams		Adult teams	
	In county		In county		Out of County		Out of County	
1 game	\$	25.00	\$	50.00	\$	50.00	\$	100.00
2-20	\$	50.00	\$	100.00	\$	100.00	\$	200.00
21-40	\$	75.00	\$	150.00	\$	150.00	\$	300.00
41-60	\$	100.00	\$	200.00	\$	200.00	\$	400.00
61-80	\$	125.00	\$	250.00	\$	250.00	\$	500.00

TOURNAMENT FEES

ATHLETIC FIELDS	County Residents \$100 daily per field	Out of County Residents \$200 per field	County Residents lighting fee \$50 daily per field	Out of County Residents lighting fee \$100 daily per field
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A lighting fee will be charged for all games beginning after 7pm.

· Payment will be due before the start of league play. Checks will be submitted along with the team's insurance certificate, Use Agreement Contract and master schedule.

· If a league is using the fields for the spring and the fall; they will be charged two separate ball field fees.

CAMP FEES

Theater	\$	175.00
Nature Camp	\$	60.00
History Camp	\$	100.00

PAVILION RENTAL FEES

\$25/HR (minimum 3 hours) in County Resident

\$50/HR (minimum 3 hours) in Out of County Resident

BIRTHDAY CORRAL

\$15/HR (minimum 3 hours) in County Resident

\$30/HR (minimum 3 hours) in Out of County Resident

MISCELLANEOUS FEES

Canoe/Kayak Rentals	\$	5.00 per hour
Food Vendor Fee	\$	35.00

Pitman Golf Course

2020 Regular In-Season Fee Schedule

www.pitmangolfcourse.com gcgolf@co.gloucester.nj.us

In-Season Fee Schedule Valid 4/01/20 through 10/31/20

Fees Listed Below Show Walk / Ride

Weekday Green Fee Rates

	<u>Open to 12noon</u>	<u>Mid Day</u>	<u>Twilight</u>
County Discount Golf ID Card	\$27 / \$44	\$24 / \$38	\$21 / \$35
Public Fee	\$36 / \$53	\$31 / \$45	\$27 / \$41
Senior, County Discount Golf ID Card	\$20 / \$33	\$18 / \$31	\$18 / \$31
Senior, Public Fee	\$29 / \$42	\$26 / \$39	\$26 / \$39
Junior, County Discount Golf ID Card	\$27 / \$44	\$17 / \$31	\$15 / \$29
Junior, Public Fee	\$36 / \$53	\$22 / \$36	\$19 / \$33
9--Hole Green Fee	\$21 / \$32	\$18 / \$29	\$16 / \$27
Military, Active Duty	\$20 / \$37	\$18 / \$32	\$18 / \$32

Weekend Green Fee Rates

County Discount Golf ID Card	\$32 / \$49	\$28 / \$42	\$23 / \$37
Public Fee	\$42 / \$59	\$36 / \$50	\$30 / \$44
Senior, County Discount Golf ID Card	\$28 / \$41	\$22 / \$35	\$22 / \$35
Senior, Public Fee	\$37 / \$50	\$29 / \$42	\$29 / \$42
Junior, County Discount Golf ID Card	\$32 / \$49	\$20 / \$34	\$16 / \$30
Junior, Public Fee	\$42 / \$59	\$25 / \$39	\$21 / \$35
9--Hole Green Fee	\$24 / \$35	\$21 / \$32	\$18 / \$29
Military, Active Duty	\$28 / \$45	\$22 / \$36	\$22 / \$36

Cart Rental Rates (per person)

18 Hole Power Cart	\$17.00
Senior 18 Hole Power Cart	\$13.00
Mid-Day/Twilight Power Cart	\$14.00
9--Hole Power Cart	\$11.00
Hand Cart (Push Cart Style)	\$4.00

PGC Senior Season Pass Rates (seniors age 60 and over only) Available on 1/01

Senior Gloucester County Residents, single weekdays only (valid through 12/31)	\$800.00
Senior Non Resident, single weekdays only (valid through 12/31)	\$1,200.00

County Discount Golf ID Card Available on 1/01

Gloucester County Residents - Purchase New or Annual Renewal (valid through 12/31)	\$40.00
Non Residents - Purchase New or Annual Renewal (valid through 12/31)	\$80.00

Miscellaneous Fees

Driving Range, Small Bucket	\$6.00
Driving Range, Large Bucket	\$9.00
Driving Range, X-Large Bucket	\$12.00
Handicap Service (valid through current USGA season)	\$30.00
Club Rental (includes clubs and bag)	\$20.00

Off Season Pricing Available (Nov. 1st through Mar. 31st)

Age 60 qualifies for Senior rates

Golf ID Card must be purchased and presented for reduced rates

Mid Day and Twilight Times vary through season (current times posted in pro-shop)

Visa, MasterCard & Discover Accepted

RESOLUTION RATIFYING AND ACCEPTING A COLLECTIVE BARGAINING AGREEMENT WITH THE GLOUCESTER COUNTY SUPERIOR OFFICERS ASSOCIATION FOP LODGE #165 - FOP NEW JERSEY LABOR COUNCIL AND THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS / GLOUCESTER COUNTY SHERIFF FROM JANUARY 1, 2019 TO DECEMBER 31, 2023

WHEREAS, the County of Gloucester / Gloucester County Sheriff and the *Gloucester County Superior Officers Association FOP Lodge #165 – FOP New Jersey Labor Council* have negotiated a Collective Bargaining Agreement (herein referred to as “Agreement”), for those employees of Gloucester County Sheriff represented by said FOP Lodge #165; and

WHEREAS, under the terms of the Agreement, the wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2019 through December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the County of Gloucester hereby ratifies and accepts the Collective Bargaining Agreement between the County of Gloucester / Gloucester County Sheriff and *FOP Lodge #165, County of Gloucester Superior Officers Association*, which Agreement is incorporated herein by reference, and shall be effective from January 1, 2019 to December 31, 2023.
2. That the Director of the Board and the County Administrator shall be authorized to execute the Agreement and/or other documents necessary to effectuate said Collective Bargaining Agreement and the terms contained therein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

AGREEMENT

Between

Gloucester County Superior Officers Association FOP Lodge #165
FOP New Jersey Labor Council

And The

Gloucester County Board of Chosen Freeholders/
Gloucester County Sheriff

For the period of

JANUARY 1, 2019 through DECEMBER 31, 2023

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PREAMBLE

This Agreement is entered into this _____ day of _____, 2019 by and between the Board of Chosen Freeholders/Sheriff of The County of Gloucester, (Hereinafter referred to as the "Employer") and the Sheriff's Office Superior Officers Association, Fraternal Order of Police Lodge #165 (Hereinafter referred to as the SOA). In consideration of the following mutual covenants, it is hereby agreed as follows;

ARTICLE I

RECOGNITION

- A. The employer agrees to recognize the SOA as the exclusive bargaining agent for the full time Employees classified as County Sheriff's Officer Lieutenant and County Sheriff's Officer Captain, hereinafter termed "Employees", but excluding all other Employees not specifically included above.
- B. Where appropriate, the rules and regulations of the Merit Review Board and the Public Employment Relations Commission shall cover Employees under this Agreement. Those rules and regulations, will, when appropriate, be interpreted solely by the respective Commissions.
- C. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.
- D. The County of Gloucester recognizes the Gloucester County Superior Officers association FOP Lodge #165 an affiliate of the FOP NJ Labor Council as sole representatives for the majority employees represented in the Agreement.

ARTICLE II

GRIEVANCE PROCEDURES

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Nothing contained herein shall be constructed as limiting the right of any Employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the SOA, provided such adjustment is not inconsistent with the terms of this Agreement.
3. An employee who wishes to pursue a grievance against the advice of the SOA may pursue it through Step 3 only. Arbitration shall only be initiated by the SOA.

B. DEFINITIONS

1. A "Grievance is a claim by an employee, group of Employee's, or the SOA on behalf of an Employee or group of Employees, based upon the interpretation, application or violation of this Agreement, administrative rules and policies. The sole remedy available to any Employee for any alleged breach of this Agreement shall be pursuant to the grievance procedure provided.
2. A Grievance may be implemented as a disciplinary appeals process.
3. An "Aggrieved Person" is a person or persons or the SOA making a claim of a change in terms and conditions of employment or a misinterpretation of this Agreement.

C. PROCEDURES

1. Since it is important that grievances be processed as rapidly as possible, the number of days at each level shall be considered as a maximum. The time limits specified may be, however, 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 SOA may proceed to the next level.

LEVEL ONE: A grievance may be filed in writing with the Undersheriff, within ten (10) calendar days of the occurrence of the grievance. The Undersheriff shall render a written decision within ten (10) calendar days after receipt of the

grievance. Failure of the SOA to file within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

LEVEL TWO: In the event a settlement has not been reached through Level One procedures. A grievance may be filed with the County Administrator or his designee within ten (10) calendar days following receipt of the determination of Level One. The County Administrator or his designee shall schedule and hold a meeting within ten (10) calendar days following receipt of the grievance and shall render a written determination within ten (10) calendar days after the date of such meeting.

LEVEL THREE: In the event a settlement has not been reached through Level Two procedures, a grievance may be filed with the Sheriff within ten (10) calendar days following receipt of the determination of Level Two. The Sheriff or his designee shall render a written determination within ten (10) calendar days following receipt of the grievance.

LEVEL FOUR: In the event a settlement has not been reached through Level Three procedures, the SOA may, after determining that the grievance is meritorious, submit the grievance to arbitration through the Public Employee Relations Commission (PERC) within ten (10) calendar days.

D. ARBITRATION

1. If the SOA determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) calendar days following receipt of the Level Three determination. Such submission shall be pursuant to the rules of the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.
2. It is understood that arbitration is limited to grievances based upon the interpretation, application or violation of the four corners of this Agreement or on Appeal for a disciplinary action.
3. In the event that arbitration 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 and rules of PERC, or a Court Competent of Jurisdiction.
4. The arbitrator shall not consider any past practice precedent or prior arbitration award of the parties except to the extent needed to clarify ambiguous language of this Agreement, except in a disciplinary appeal to the extent that use of such evidence shall not conflict with the terms of Article XXII of this agreement.
5. The arbitrator shall not add to, subtract from, or modify the terms of this Agreement and is to review any issue based on the four corners of this Agreement.

6. No more than one grievance or issue may be submitted to a single arbitrator in any single proceedings 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.

E. COSTS

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

F. REPRESENTATION

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

E. REPRISALS

There shall be no reprisals against the SOA, management, or the individual by virtue of their participation or lack of participation in the prescribed grievance procedure.

F. GROUP GRIEVANCE

If in the judgment of the SOA a grievance affects more than one Employee, the SOA shall identify the Employee(s) and may submit such grievance in writing, and the processing of such grievance shall commence at Level Two, The SOA may process such a grievance through all levels of the grievance procedure.

G. MISCELLANEOUS

1. All decisions set forth to the aggrieved person shall be set forth in writing and shall include the decision and shall be transmitted promptly to the aggrieved person and the SOA
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.
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 or selected representatives heretofore referred in this Article.
4. Major Discipline of six (6) days suspension or greater is not appealable through this Agreements Grievance Procedure. It must go through the Merit System Review Board or Courts of Competent Jurisdiction.

ARTICLE III

WORKDAY, OVERTIME, CALL BACK, STANDBY

A. WORKDAY, WORKWEEK, WORK PERIOD AND LEAVE TIME ASSESSMENT

1. WORKDAY, WORKWEEK, and WORK PERIOD

Effective Monday, February 13th, 2012, Lieutenants will be scheduled to work an average of five (5) eight (8) hour shifts per week plus an additional four (4) hours per pay period. The workday shall consist of an average eight (8) hours inclusive of a thirty (30) minute meal break.

The Captain will be scheduled to work five (5) eight (8) hour shifts.

The standard eight (8) hour shift will be 0700 hours to 1500 hours or 0800hours to 1600 hours. The workweek for Employees normally shall be Monday through Friday with Saturday and Sunday as off duty days.

This work day, workweek, work period is based on a flex time based system in which for the benefit of the Department and the County of Gloucester, the officers may use some of their daily assigned schedule to cover an extended day i.e. Freeholder Meetings or other assignments or activities that normally would cost the Department an overtime expense. The work pay period for the Lieutenants consists of eighty four (84) hours. The work pay period for the Captain consists of eighty (80) hours.

2. LEAVE TIME ASSESSMENT

Each workday shall be considered as an eight (8) hour day for the purposes of vacation, personal leave, sick leave, bereavement leave, administrative leave and union leave unless stipulated otherwise.

3. SHORT LEAVE NOTICE

Upon request, the Sheriff or his designee, with twenty four (24) hours notice shall authorize two (2) hours, four (4) hours or eight (8)hours of vacation or administrative leave to any Employee. The Sheriff or his designee may waive this requirement.

4. OVERTIME

An Employee working the average eight (8) hour shift schedule who is required to work in excess of eighty-four (84) hours, or eighty (80) hours as applicable, in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime. The first ten (10) hours of overtime in a year will be compensated in compensatory time unless the Employer opts to pay out in cash. Thereafter, the next 135 hours may be paid out in compensatory time or cash at the employee's option. Any overtime after 145 hours must be paid in compensatory time unless the Sheriff/designee designates an emergency matter

that requires the employee to work overtime and the employee has the option to receive compensation as compensatory time or cash.

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 Employee's hourly rate. For purposes of calculating the overtime rate, the Employee's hourly rate is derived by dividing the sum of his base pay by 2184, or 2080 as applicable, hours. The compensatory time earned for hours worked in excess of 84 in the two week pay period shall be earned at time and a half.

Overtime shall include any necessary travel time for official business, as per the F.L.S.A.

Tier 1 Employees: For overtime purposes, time worked includes Vacation Leave, Sick Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays. Tier 2 Employees: For overtime purposes, time worked includes Vacation Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays; in other words, for overtime purposes, sick leave not to be counted as hours worked for Tier 2 employees. See Article IV A 3.

5. 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 (2) hours compensation at the appropriate rate.

6. STANDBY PAY

If an Employee is required to be on standby, he shall receive one (1) hour pay for every sixteen (16) hours on standby.

7. COMPENSATION TIME

Compensatory time is given in lieu of payment. All compensatory time is at the time and one half (1 1/2) value. Employees shall attempt to use earned compensatory time within a ninety (90) day period of time from the date earned. If not used within the 90 day period, time off may be imposed by the Employer. An employee may be permitted to carry over an amount of up to ninety six (96) hours into the following year. No employee may carry over to the following year more than 96 hours of accrued compensatory time. Any unused compensatory time shall be paid at time of retirement or separation from employment.

ARTICLE IV

WAGES

A. SALARIES

1. The salaries of all Employees covered by this Agreement are set forth in Salary APPENDIX "A", which is attached to this Agreement as page # 30. The salaries are based on the 2184 annual work hours for the Sheriff Lieutenants and the 2080 annual work hours for the Sheriff Captain.
2. Employees covered by this Agreement receive the annual salary adjustment scheduled as of January 1st of each appropriate year.
3. Present employees those hired prior to January1, 2011 are considered Tier 1 Employees. Employees hired after January1, 2011 are considered Tier 2 employees.
4. Tier 1 Employees shall receive annual salaries that meet or exceed that of GC Corrections Lieutenants. Tier 1 Employees shall never be compensated at an annual salary lower then a Tier 2 Employee. At no time shall the base salary differential between a maximum step Sergeant and a Lieutenant be less than \$6,500 and at no time shall a Captains salary be less than \$2,750 above Lieutenant.
5. Tier 2 employees shall upon promotion to Lieutenant receive a flat increase salary amount of \$6,500 over the existing Tier 2 Sergeants rate of compensation and then in subsequent years a 2% increase.
6. Tier 2 employees shall upon promotion to Captain receive a flat increase salary amount of \$2,000 over the existing Tier 2 Lieutenants rate of compensation and then in subsequent years a 2% increase.

B. GRAND JURY OR COURT TIME

Any Employee required to appear before any Court or Grand Jury on a work related matter shall either receive the time off, with pay if on duty, or if off duty, shall be compensated for such time at the 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 on off duty hours, shall receive overtime pay, if applicable.

C. PAY FOR ASSUMING HIGHER POSITION

Any Employee required/requested to assume the duties of a higher paid position shall be compensated for all time worked in such position at the higher rate of pay based upon the Employee's salary level.

D. SEPARATE CHECK PAYMENT

Any financial compensation due an officer shall be in their normal payroll cycle or in the normal purchase order/voucher cycle. In the event of a Monday Holiday any overtime compensation shall be received in the following pay check period.

ARTICLE V

UNIFORMS

A. ITEMS OF ISSUE

1. The Employer shall provide each Employee upon promotion with the items of clothing and equipment included in Appendix "B" attached to this Agreement at no cost to the Employee.

The Employees are responsible to maintain and wear uniforms as stipulated in the GC Sheriffs Standard Operating Procedures and Rules & Regulations Manual.

2. Upon retirement under any retirement option of PFRS the County of Gloucester shall issue to the retiring employee a "RETIRED" Identification card and wallet badge

B. MAINTENANCE ALLOWANCE

There is no maintenance allowance, all costs to maintain the officer's uniform is the responsibility of the officer. This does not pertain to uniforms damaged in the course of a work related incident.

ARTICLE VI

MEDICAL BENEFITS, DISABILITY BENEFITS, RETIREMENT BENEFITS, CHANGE OF CARRIER, WAIVER OF BENEFITS, FLEXIBLE SPENDING PLANS

A. HEALTH BENEFITS

1. Medical coverage will be in accordance with the plans offered by the State Health Benefits Program.
2. The employee shall as per NJS have a one and one half (1 ½%) percent of their pensionable base salary 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 from January 1, 2011 through the effective date of the Chapter 78 of the 2011 laws enacted June 28, 2011.

An IRS type 125 plan commonly referred to as a medical spending account shall be made available to those employees who chose to use it.

The covered employees agree to replace the 1.5% stated in the above paragraph by the State of New Jersey changed statute involving the health care contribution by County public employees. The employees agree to follow and accept the wording and mandate of the new statute on the effective date of the legislation and to the letter of the new statute including but not limited to the health care contribution set forth therein.

The health benefits are defined as all health insurance coverage and include medical, prescriptions, vision and dental plans presently in existence.

The Open Enrollment period is November of each year, for coverage beginning in January 1.

If the County enters into an agreement with any other bargaining unit regarding a change in employee contributions towards health benefits, this unit will have the same opportunity to address this issue, if they wish to pursue same.

3. Prescription drug coverage will be in accordance with the Employee Prescription Drug Plan offered by the State Health Benefits Program.

4. Vision Care shall remain a separate policy provided in addition to the vision care coverage provided under the Employer's medical plan. Allowance for the following items shall be as follows:

Examinations	\$ 30.00
Frames	\$ 20.00
Single vision lenses	\$ 30.00
Bifocal lenses	\$ 43.00
Trifocal lenses	\$ 50.00
Lenticular lenses	\$100.00
Contact lenses	\$200.00

5. Dental Care Plan shall continue to be provided by the Employer in accordance with the indemnity plan for Employees and their dependents. 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 SOA. Employees who elect to enroll in the dental plan organization may also enroll their dependents.

Employees who do not have medical and prescription coverage pursuant to Section A 1 and 3 above but receive dental coverage under this section, at a cost to the Employer which shall be capped at \$31, will make contributions toward the cost of coverage through payroll deductions on a pre-tax basis, as authorized by Section of 125 of the Internal Revenue Code. 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.

See Appendix "C" on page 32.

Any premium costs incurred by an Employee may be paid through payroll deductions on a pre-tax basis, as authorized by section 125 of the Internal Revenue Code. Open enrollment periods for this dental plan shall be in October of each year, for coverage beginning January.

B. DISABILITY BENEFITS

The Employer agrees to provide disability coverage to all eligible Employees under the State Disability Benefits Law. Coverage will be financed by Employer-Employee contributions as required by law.

C. DESCRIPTION OF BENEFITS

The Employer shall continue to provide for each Employee a description of the health care benefits and insurance's provided under this article upon initial hire, or upon written request.

D. RETIREMENT COVERAGE

1. The Employer shall provide for the continuation of paid health benefits as described above for Employees and their dependents upon the Employee's retirement in accordance with County Policy. At the present time there is no employee contribution to health care premiums post retirement except as noted specifically in A 2 of this Article.

2. Employees, to be eligible for post retirement health benefits, must retire with twenty five (25) years of service credited by PERS or PFRS and as noted in other sections of this Agreement.

3. 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.

4. Retired employees who receive post-retirement prescription benefits paid for by the Employer pursuant this collective bargaining agreement shall be referred to herein as "eligible retirees".

The County will reimburse eligible retirees for the excess costs which they will incur for prescription co-payments under State Health Benefits Program on or after July 1, 2014, as compared to what they would have incurred for the same prescription under the corresponding SHPB plan had they remained active employees with the County.

Eligible employees may submit claims for reimbursement of excess co-pays by submitting a claim form to the Gloucester County Human Resources Department identifying the actual charges for each prescription and the date the prescription was filled, together with a receipt or other statement from the pharmacy or the prescription benefits manager verifying the charges. Each claim form must cover at least one full

calendar quarter. The claim form will be made available to retirees for the purposes of submitting claims.

E. DEATH OF ACTIVE EMPLOYEE

1. Upon the death of an active Employee as the result of an accident met in the actual performances 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 children, per statute.
2. Upon the death of an active Employee under circumstances not covered by subparagraph E.1 above, all health benefits of the Employee shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such Employee's death.

F. CHANGE OF CARRIERS

1. The Employer presently is insured under State Health Benefits Plan and uses a third party administrator. The County of Gloucester reserves the right to change the third party administrator or change from State Health Benefits Program to a self-insured program or a Private insurance carrier so long as the benefits to be provided are substantially equivalent to those of the existing plan (s).

Prior to any change, the Employer will notify the SOA so that the SOA may, in the event it does not agree that the benefits are substantially equivalent, submit the matter directly to Arbitration in accordance with Article II, Section D. Such Arbitration shall occur prior to any change.

G. WAIVE COVERAGES

1. Employees will be permitted to waive Employer provided medical coverage only upon furnishing proof of other medical coverage through a spouse's Employer or other sources. The waiver benefit program and regulations are found in the GC Human Resource Manual Chapter 5.

The Waiver provision does not apply to employees who are covered by another member of the family that is employed by the County of Gloucester as it is considered multiple coverage and therefore, not entitled to participate in the wavier program.

2. Waivers of coverage shall remain in effect unless Employee elects to re-enroll during a subsequent open enrollment period (October effective January) or unless the Employee loses his or her alternative coverage (as for example, by termination of a spouse's employment).

An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan sixty (60) days after giving notice or as soon thereafter as it's permitted under the insurance administration in effect.

3. Employees who have coverage but plan to apply for the post retirement medical benefit coverage pursuant to Section "D" must be re-enrolled in the respective plans not less than one (1) full year in the health care plan prior to retirement. The Open enrollment is October effective the following January.

H. **FLEXIBLE SPENDING ACCOUNT**

The Employer will make available to all bargaining unit Employees a flexible spending account which meets the requirement of Chapter 125 of the Internal Revenue Code commonly referred to as a medical spending account. The use of this account is on a voluntary basis for the employee.

ARTICLE VII

HOLIDAYS

- A. There shall be a minimum of fourteen (14) holidays per year, with a schedule of observance to be determined by the Employer.

New Years Day, Martin Luther King's birthday, Washington's birthday, Veteran's Day, Good Friday, Memorial Day, Independence Day, Labor Day, General Election day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Personal Holiday.

- B. Overtime work on a holiday shall be compensated at the rate of two and one half times (2 ½) the Lieutenants or Captains straight time rate.
- C. Lieutenants and Captain shall follow the Gloucester County Administration schedule of observance for all holidays, they shall not be required to work these days.
- D. Employees shall be permitted to take their Personal Holiday in the same manner as Administrative leave.

ARTICLE VIII

VACATION

A. SCHEDULE

1. All full time employees hired prior to January 1, 2011 shall receive the following vacation leave per calendar year (January-December)

Beginning the first year of employment	8 hours per month
Beginning the 2 nd thru the 4 th year	96 hours
Beginning the 5 th thru the 11 th year	120 hours
Beginning the 12 th thru the 19 th year	160 hours
Beginning the 20 th thru the 25 th year	200 hours

After completion of 25 years of credited service time as recognized by the Employer and/or P.F.R.S. Employees shall receive upon beginning their 26th year, 240 hours and this shall continue until the end of the 30 years of credited service. Beginning the 31st year add 8 additional hours for every year and thereafter add 8 additional hours (i.e. 33 years 264 hours)

2. Employees assigned to an eight (8) work day shall receive an additional twenty four (24) hours of vacation leave each year of this agreement.
3. Tier 2 Employees those hired after January 1, 2011 shall receive vacation based on the following guide:

Beginning the first year of employment	1 day per month up to 5 days
Beginning the 2 nd year through the 5 th year	a total of 10 days per year
Beginning the 6 th year through the 15 th year	a total of 15 days per year
Beginning the 16 th year and over	a total of 20 days per year.

B. ACCUMULATION

Where, in any calendar year, the vacation leave, or any part thereof, is not granted by reason 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.

C. CARRY OVER

Vacation leave not taken during the calendar year because of the pressure of official business shall be used during the next succeeding year only and shall be scheduled to avoid losing the leave (4A:6-1.2(f)). An Employee shall be allowed to carry over no more than ten (10) vacation days per year at their option. Any days in excess of ten (10) shall be forfeited.

D. DEATH OF THE EMPLOYEE

Upon the death of an employee all unused vacation leave and administrative leave shall be calculated and paid to the spouse or estate.

E. SEPARATION

An Employee retiring or otherwise separated shall be entitled to all vacation allowance for the current year in which the separation or retirement became effective. Any vacation leave which may have been carried over from a preceding calendar year will be included.

F. SENIORITY

Vacation selection within the appropriate work unit to which the Employee is assigned will be determined in accordance with seniority as defined in this Agreement.

G. NOTICE VACATION LEAVE REQUEST

1. Upon twenty four (24) hours notice, vacations of three days or less shall be granted by the Sheriff or his designee, subject to the discretionary language of Paragraph "B" hereof. The Sheriff or his designee may waive the twenty four (24) hour notification requirement. The exercise of such discretion shall not be subject to the grievance provision of this Agreement.

2. All vacation leave in excess of three days shall be granted upon receipt of five days written notice.

ARTICLE IX

EMPLOYEE REIMBURSEMENT

A. When an Employee is required to use his personal automobile during a working tour for official business, reimbursement for such use (exclusive of travel to and from work) shall be at the IRS established rate for that period/year

B. MEALS

1. An Employee shall be reimbursed for meals up to the following amounts per day if he is required to be outside of the County on official business during the normal meal hours Breakfast \$8.00, Lunch \$11.00, Dinner \$13.00.

C. There is an education re-imbusement program only available to any present or future employees covered by this Agreement that is limited to eight hundred (\$800.00) dollars per year for courses taken towards the completion of a degree program or for courses taken for criminal justice or management at an approved Police Academy or other Law Enforcement Agency.

ARTICLE X

SICK LEAVE, ACCURAL AND RETIREMENT COMPENSATION

A. AMOUNT OF SICK LEAVE:

1. For Tier 1 employees hired prior to January 1, 2011 an amount of one hundred and twenty (120) hours as of the first working day of the year for each subsequent calendar year thereafter.
2. For Tier 2 employees hired after January 1, 2011 an amount equal to sixty four (64) hours as of the first working day of the year for each subsequent calendar year.
3. All unused sick leave in any calendar year shall accumulate from year to year.
4. In all instances. A working day, for the purpose of sick day accrual, shall be calculated as the equivalent of eight (8) work hours.

B. SICK LEAVE MAY BE UTILIZED BY EMPLOYEE

1. When they are unable to perform their work by reason of personal illness, accidental injury or exposure to a contagious disease
2. To care for a seriously ill member of the Employee's immediate family as provided for in NJFLA, FMLA as provided for in the GC Human Resources Manual Section 6.

C. IMMEDIATE FAMILY

Immediate family means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, civil union partner, child, foster child, sister, brother and includes 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.

D. REPORTING OF ABSENCE ON SICK LEAVE

If an Employee is absent for reasons that entitle him/her to sick leave, his supervisor shall be notified at least one (1) hour prior to the Employees usual reporting time. In case of sudden illness or emergency, exceptions may be granted.

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. VERIFICATION OF SICK LEAVE

1. An Employee who is absent on sick leave may be required to submit acceptable medical evidence substantiating the need for sick leave. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health may be required.

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

G. SICK LEAVE REDEMPTION

Employees that have accrued sick leave prior to the time of retirement shall receive at a rate of fifty percent (50%) of value for all of the accumulated sick time and shall be paid upon retirement up to a maximum of fifteen thousand dollar (\$15,000.00).

ARTICLE XI

AUTHORIZED LEAVE

A. Bereavement Leave:

Employees shall be entitled to the following bereavement leave per incident with pay for the death of immediate family members, family members or persons who reside in the Employees household

1. Employees shall be entitled to thirty two (32) hours of leave per incident with pay for the death of the mother, father, spouse, child.
2. Employees shall be entitled to twenty four (24) hours of leave per incident with pay for the death of the mother in law, father in law, sister, brother, grandmother, grandfather, grand child, foster child, sister in law, brother in law, aunt, uncle and any relative of the spouse listed above.
3. Employees shall be entitled to eight (8) hours leave per incident with

pay for family members not defined above if the Employee is scheduled to work.

B. LEAVES OF ABSENCE

1. In accordance with FMLA/NJFLA, leaves of absence, without pay, for documented medical reasons, will be granted as provided for in the GC Human Resources Manual Section 6.

2. In accordance with FMLA/NJFLA, 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) month each, as provided for in GC Human Resources Manual Section 6.11.

All initial requests for leaves and subsequent segment extensions shall be in writing to the Employer as required in GC Human Resource Manual Section 6.

C. PREGNANCY

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

D. MILITARY LEAVE

Military leave of absence will be granted as required by statute.

E. ADMINISTRATIVE LEAVE

Employees shall be allowed twenty four (24) hours off with pay annually for personal business that cannot be disposed of outside working hours, except that Employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first calendar year of service. Administrative leave shall not be granted on the day before or the day after a holiday or vacation. In its sole discretion, however, the Employer, in extraordinary circumstances, may waive the aforementioned sentence. Except in cases of emergency, requests for administrative leave shall be submitted at least forty eight (48) hours in advance to the appropriate supervisor. It is understood that in order to maintain sufficient service levels, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered or obstructed.

ARTICLE XII

WORKERS COMPENSATION

1. Under the New Jersey Worker's Compensation Law, Employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for one (1) year.
2. It is understood that all Sheriff's Lieutenants and Captains are considered to be on duty twenty four (24) hours per day while in the State of New Jersey. Any employee who suffers an injury or illness while in the performance of his duty shall receive all benefits to which he may be entitled as provided by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders declared that it will supplement the insurance check for one (1) year.
3. Employees on Workers Compensation after the first year shall receive only the amount of compensation due them from Workers Compensation. No additional financial compensation shall be provided for by the County.

ARTICLE XIII

MANAGEMENT RIGHTS

- A. The County hereby retains and reserves unto itself, without limitations, 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 foregoing, the following rights.
1. The executive management and administrative control of the County Government and its properties and facilities and activities of its employee by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.
 2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time, and to be in sole charge of the quantity and quality of work required.
 3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Employees, and to require compliance by the Employees, is recognized.

4. 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.

5. To suspend, demote, discharge or take other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non productive or for other legitimate reasons.

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

C. Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities and authority under R.S.40A or any other National, State or County law or regulations.

ARTICLE XIV

ASSOCIATION RIGHTS

A. INFORMATION

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

B. RELEASE TIME

Whenever any representative of the SOA or any Employee participates during work hours in negotiations, grievance proceedings, conferences or meetings which relate to SOA business with management or the County, he shall suffer no loss in pay nor be required to make up such time.

It is agreed that any such meetings shall be subject to mutual agreement by management and/or the County and the SOA.

C. BULLETIN BOARDS

One (1) glass door and cased bulletin board (minimum size 2' x 4') shall be provided by the Employer for the exclusive use of the SOA. The location for the board shall be designated by the SOA, subject to the approval of the Sheriff.

D. STATUTORY LEAVES

Representatives of the SOA shall be granted leave to attend all authorized conventions or conferences as mandated by statute including FOP National Convention and FOP State Convention and State FOP Mini-Conference.

E. RECOGNIZED REPRESENTATIVE

The Employer will recognize and communicate with the SOA designated representative for informational purposes pertaining to salary, benefits, or other problems between Employees and the County Treasurer's office. The Treasurer's Office will be notified of the name of the representative.

F. ASSOCIATION LEAVE

1. In addition to any leave granted by statute, up to an aggregate total of one hundred twenty (120) hours of leave with pay per year shall be granted to representatives of the SOA to attend conferences, seminars and/or conventions which relate to SOA business. The SOA shall designate the representatives and shall notify the Employer not less than fourteen (14) calendar days prior to the date(s) of such leaves(s).

2. The aforementioned one hundred twenty (120) hours is the respective total in each year of the Agreement for all SOA representatives. That is, it is not a total for each representative.

G. WORKPLACE DEMOCRACY ACT

1. The Union shall have the following rights:

a. The right to meet with individual employees on the premises of the public employer during the work day to investigate and discuss grievances, workplace related complaints, and other workplace issues;

b. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the Employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the FOP, and internal union matters involving the governance or business of the FOP; and

c. The right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, at individual or group meetings.

d. Within 10 calendar days from the date of hire of negotiations unit employees, the Employer shall provide the following contact information to the FOP in an Excel file format or other format agreed to by the FOP: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Employer, date of hire, and work

email address and any personal email address on file with the Employer. Every 120 calendar days beginning on January 1, 2019 the Employer shall provide the FOP, in an Excel file or similar format agreed to by the FOP, the following information for all FOP employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the Employer.

- e. The home address, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between the FOP and their members, and non-members, are not government records and are exempt from any disclosure requirements of P.L. 1963, c. 73 (C.47:1A-1 et seq.).
- f. The FOP shall have the right to use the email systems of the Employer to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiation agreements, the investigation of grievances, other workplace related complaints and issues, and internal union matters involving the governance or business of the Union.
- g. The FOP shall have the right to use government buildings and other facilities that are owned or leased by government entities to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with County operations. Meetings conducted in County buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. The FOP conducting a meeting in a County building or facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the building or facility that would not otherwise be incurred by the County.
- h. The rights granted in this Section shall not permit the Union to interfere with or disrupt the operations of the Department.

H. COMPUTER/TELEPHONE USE

The Employer agrees to allow the FOP to use the County computer systems and telephones for official business of the FOP and for communication between the FOP and the Employer.

I. UNION REPRESENTATION DUTIES ON COUNTY PROPERTY

Representatives of the FOP who are acknowledged by the Employer, may be permitted to carry out Union representational duties on County property, in the case of an emergency or time sensitive issues, provided that this does not interfere with or interrupt normal

County operations. It is understood that such business is not to be routinely discussed on County time, or on County property.

J. FOP/MANAGEMENT MEETINGS

Each party to this Agreement shall designate a representative to meet as necessary in order to promote harmonious labor relations by discussing and resolving problems of mutual concern. These representatives shall meet quarterly or by the request of either party if circumstances warrant such a meeting. Such meetings shall be held outside of normal work hours unless mutually designated otherwise.

ARTICLE XV

RE-OPENER PROVISIONS

A. In the event of a substantial modification of job function of a class of Employees, upon request of the SOA, the contract will be re-opened on this issue only.

B. In the event a State Statute changes and directly affects this Collective Bargaining Agreement and the terms and conditions of the employment changes, the CBA may be opened by mutual agreement to address that specific change.

ARTICLE XVI

DUES DEDUCTION

A. AUTHORIZATION

The Employer agrees to make payroll deductions of SOA dues when authorized to do so by the Employee on the appropriate form. SOA deduction shall be exclusive to Lodge #165. The amount of said deduction shall have been certified to the Employer by the Secretary/Treasurer of the SOA. The Employer shall remit the dues to the address designated by the SOA no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonable or possible), together with a list of employees from whose pay such deductions were made.

B. SAVE HARMLESS

The SOA shall indemnify, defend and hold the Employer harmless against any claim, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the SOA which the Employer has remitted to the SOA and reliance by the Employer on any representation made by the SOA with respect to this Article. The Employer will give the SOA 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 XVII

MAINTENANCE OF OPERATION

A. It is recognized that the need for continuous and uninterrupted operation of the Sheriff's Office is of paramount importance to the citizens of the County and that there should be no interference with such operations.

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

C. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have before any court or administrative agency.

ARTICLE XVIII

WORKING CONDITIONS AND SAFETY ITEMS

A. TRANSPORTATION

1. Employees who are required to transport prisoners will, wherever practicable to be of the same sex as the prisoner to be transported.
2. All official vehicles provided by the County for utilization of Employees in the performance of their duties will be caged vehicles.
3. Official vehicles provided by the Employer for the utilization of the Employees will be radio equipped and will be properly maintained by the Employer.

B. TRAINING ACADEMY SCHEDULE

Employees who are assigned to attend training Academies will follow the schedule of the Academy while enrolled at the Academy.

C. BULLETPROOF VESTS

Sheriff's Lieutenants and Captains will be issued bulletproof vests. Anyone issued a vest is required to wear it while on duty or have it immediately available. The vest shall be replaced at the manufactures specifications presently at five (5) years or if the vest is damaged.

D. AMMUNITION AND TARGETS

Employees who qualify with a hand weapon will be furnished with not less than ten (10) targets and two hundred (200) rounds of ammunition per year subject to manufactures availability.

E. EQUIPMENT

The Sheriff's Office will provide adequate riot gear and equipment to help facilitate the quelling of disturbances by inmates.

F. HEPATITIS INOCULATION

The Sheriff's Office will make a hepatitis inoculation available to all Employees on a voluntary basis and without charge.

G. ENTRUSTED FUNDS

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

ARTICLE XIX

**EMPLOYEE RIGHTS, RECORDS, HEARING, LEGAL REPRESENTATION,
SENIORITY**

A. PERSONNEL RIGHTS

Employees covered by this Agreement shall be entitled to inspect their personnel file upon request and by appointment.

Prior to the placing of any material in the employee's personnel file which could have an adverse effect on the Employee's employment status, the Employee shall be given the opportunity to review such materials. The Employee shall acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such a signature does not necessarily indicate agreement with the contents thereof.

The Employee may also submit a written response to such materials within ten (10) calendar days after he has reviewed same, and his response will be included in the Employee's personnel file.

B HEARINGS

Any Employee who has been suspended in excess of five (5) days shall be entitled to a hearing. Such hearing shall be conducted, whenever practicable, prior to the suspension, unless, in the judgment of the Sheriff or his designee, the offense is of such a serious nature that the suspension should commence prior to any hearing. The hearing will be conducted by a person outside of the Sheriff's Office to determine the validity of the charges.

In the event the Employee is suspended for five (5) days or less, such suspension may be appealed through the grievance procedure.

C. RE-EMPLOYMENT RIGHTS

Permanent employees who sever employment relationships who reapply within thirty (30) days of the effective date of separation will be rehired with no loss of salary, benefits or seniority.

Employees who separate for more than thirty (30) days will 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 Civil Service/Department of Personnel/Merit Review procedures.

D. SENIORITY

1. Seniority lists 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 SOA on behalf of an individual, with ten (10) calendar days of posting.

2. Seniority is defined as time in grade. Seniority shall apply to all issues related to voluntary overtime, vacation selection and any and all time off selections.

3. An Employee may exercise seniority to bid for vacancies provided that the Employer's criteria for qualifications are met. The Employer's criteria for qualifications may include the Employee's entire personnel record.

E. 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 County or a criminal proceedings instituted as a result of a complaint on behalf of the County, said Employee will be permitted to select an attorney from a panel of attorneys selected by the Office of the County Counsel. Reasonable fees for such representation will be paid by the County. In cases of disciplinary proceedings brought against the Employee by the County or in cases of criminal proceedings instituted as a result of a complaint on behalf of the County, the County will pay the reasonable attorney 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 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 XX

MISCELLANEOUS PROVISIONS, SHIFT CHANGE, RETROACTIVITY

A. 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 Employees contact, the Employer will notify the Employee as soon as possible, and any medical exams and/or treatment will be provided by the Employer at no cost to the Employee.

B. NOTIFICATION OF SHIFT CHANGE

Employees shall receive at least two (2) weeks notice of any proposed total shift change.

C. NON-DISCRIMINATION

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

D. SEPERABILITY

If any provision of the Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such

provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

E. RETROACTIVITY

The retroactive aspects of this Agreement, including salary and economic benefits, shall apply solely to all Employees on the payroll of the Employer on and after January 1, 2019.

The new rate of pay effective January 1, 2019, shall take effect on that date or within 28 days following execution of this agreement should the agreement be executed after that date. The retroactive payments shall be completed as soon as practicable following the execution of this agreement. The Employer will issue to each Employee on the payroll from January 1, 2019 until this agreement is executed an itemized list of all retroactive monies owed to the Employee. The retro salaries are to be paid in the normal pay cycle within 45 days following the signing of this Agreement.

ARTICLE XXI

DISCIPLINE APPEALS PROCESS

The purpose for this Article is not to replace the Discipline Guidelines as established by the County of Gloucester or the Gloucester County Sheriff but to provide for an appeals process and to insure proper procedure in all disciplinary matters are handled accordingly.

A. No employee shall be disciplined with out just cause.

Except in extreme cases of misconduct, disciplinary shall be intended as corrective actions and shall be progressive in nature.

1. A counseling notice is a management tool which may be used to advise an employee of an action and a corrective action plan including but not limited to retraining or a review of policy.

2. The progressive discipline and schedule of violations shall be part of the Gloucester County Sheriffs Department Rules and Regulations

3. Discipline may consist of Verbal Reprimands, Written Reprimands, Fines, Suspensions, and Terminations.

B. Internal Affairs Investigations and any departmental investigations shall follow The Attorney General Guidelines, The Law Enforcement Officers Protection Act, and the employee rights decisions of "Weingarten", "Laudermill, and Garrity"

Court cases.

The employee has a right to counsel and he/she may exercise that right or waive it as the employee may choose.

An employee may be represented by FOP Representative or by Counsel at any disciplinary proceeding or hearing before the County of Gloucester, The Merit System Review Board or Courts of Competent Jurisdiction.

A valid invocation of the right to remain silent under Federal or State constitution shall not be deemed insubordination. However, such rights may not be invoked to avoid cooperation in the investigation of other employees or incidents.

Any employee who has been charged shall be entitled to a hearing. Nothing in this Agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law.

APPEALS: All appeals shall follow the normal established procedure for each disciplinary action. The Appeals process for minor discipline, as defined as five (5) days suspension or less, is through the grievance procedure. The Appeals process for major discipline, as defined as six (6) day suspension or greater is the Office of Administrative Law.

MINOR DISCIPLINE: For minor disciplinary matters, the hearing shall be conducted by the Director of County Human Resources or County Administrator or designee.

ARTICLE XXII

FULLY BARGAINED CLAUSE

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, including but not limited to all previous settlements and arbitration awards, which were or could have been the subject of a Grievance or Arbitration by PERC. Therefore, the four corners of this contract prevail.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter. Any dispute regarding this section shall be determined solely by PERC. This Agreement shall not be amended, modified or supplemented in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXIII

DURATION

This Agreement shall be effective January 1, 2019 and continue through December 31, 2023, subject to the SOA's right to negotiate a successor Agreement.

Negotiation for a successor Agreement shall commence during the month of September 2023 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 SOA HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BELOW.

SHERIFF'S OFFICE SUPERIOR
OFFICERS ASSOCIATION
FRATERNAL ORDER OF POLICE

BOARD OF CHOSEN FREEHOLDERS/
SHERIFF OF THE COUNTY OF
GLOUCESTER

BY: _____
Lt. Barry Fell

BY: _____
Robert M. Damminger
Freeholder Director

BY: _____
Lt. Jennifer Radinger

BY: _____
Carmel Morina
Sheriff

BY: _____
Lt. Guy Collins

BY: _____
Chad M. Bruner
County Administrator

DATE _____

DATE _____

APPENDIX "A"

Salary Schedule:

TIER 1 Employee	2019 2%	2020 2%	2021 2%	2022 2%	2023 2%
Lieutenants:	\$123,540	\$126,011	\$128,531	\$131,102	\$133,724
Captain:	\$126,577	\$129,108.44	\$131,691	\$134,324	\$137,011

TIER 2 Employee Tier 2 employees are those hired on or after 1/1/11 and upon promotion to Lieutenant shall earn six thousand five hundred (\$6,500) dollars above a Tier 2 Sergeant.

If a Tier 2 Lieutenant is promoted to Captain they shall receive an increase above Tier 2 Lieutenants of two thousand (\$2,000) dollars.

Each January 1st, Tier 2 employees will receive a 2% across the board increase in salary for the term of this contract.

APPENDIX "B"

UNIFORMS:

The initial uniforms as a Sheriff Department Employee and equipment that was issued and replaced through the employee's career is the only issue for employees covered by this Agreement. The Officers are expected to maintain uniforms in accordance with departmental policy.

The only exception is for the following that shall be issued upon promotion to Lieutenant and/ or Captain:

- Three (3) Long Sleeve Standard Shirts
- Three (3) Short Sleeve Standard Shirts
- Three (3) Pants
- Two (2) Breast badges indicating rank
- One (1) Identification card indicating rank

NOTE: All proper insignia, emblems, flags, and rank designation shall be affixed to the issued shirts and jacket at no cost to the employee.

APPENDIX "C"

DENTAL PROGRAMS:

The Dental Plan Programs are semi-voluntary with the County of Gloucester contributing fixed amount of a total of Thirty-One (\$31) dollars toward the monthly premium regardless of the plan for those employees that receive dental coverage but waive medical and prescription.

The following costs to the employee are automatically deducted from their bi-weekly payroll check.

DELTA DENTAL PREMIER PLAN:

	GC Monthly Premium Cost	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

A-6

RESOLUTION RATIFYING AND ACCEPTING A COLLECTIVE BARGAINING AGREEMENT WITH THE TEAMSTERS LOCAL 331 INTERNATIONAL BROTHERHOOD OF TEAMSTERS AND THE COUNTY OF GLOUCESTER / THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS, DIVISION OF SOCIAL SERVICES FROM JANUARY 1, 2020 TO DECEMBER 31, 2024

WHEREAS, the County of Gloucester and the *Teamsters Local 331 International Brotherhood of Teamsters* have negotiated a Collective Bargaining Agreement (herein referred to as "Agreement"), for those employees of Gloucester County Division of Social Services represented by said Teamsters Local 331; and

WHEREAS, under the terms of the Agreement, the wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2020 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the County of Gloucester hereby ratifies and accepts the Collective Bargaining Agreement between the County of Gloucester and *Teamsters Local 331*, which Agreement is incorporated herein by reference, and shall be effective from January 1, 2020 to December 31, 2024.
2. That the Director of the Board and the County Administrator are hereby authorized to execute the Agreement and/or other documents necessary to effectuate said Collective Bargaining Agreement and the terms contained therein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on December 27, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

AGREEMENT
BETWEEN
THE COUNTY OF GLOUCESTER/
THE GLOUCESTER COUNTY BOARD
OF CHOSEN FREEHOLDERS,
DIVISION OF SOCIAL SERVICES
AND
TEAMSTERS LOCAL 331
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

January 1, 2020 — December 31, 2023

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PREAMBLE

The COUNTY OF GLOUCESTER/ GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS/DIVISION OF SOCIAL SERVICES (hereinafter referred to as the "Employer") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 331, GLOUCESTER COUNTY SOCIAL SERVICES SUPERVISORS and CHILD SUPPORT COORDINATORS, (hereinafter referred to as the "Union") hereby enter into this Agreement for the establishment of salaries, benefits other terms and conditions of employment.

ARTICLE 1
RECOGNITION

1.1 The Employer agrees to recognize the TEAMSTERS LOCAL 331, as the sole and exclusive bargaining agent for part-time (employed on a regular basis) and full-time supervisory employees as certified by PERC, in the job classifications (including bilingual variants) which currently comprise the bargaining unit and are listed in Appendix 1. Excluded from the bargaining unit are all other classifications including but not limited to casual, temporary or seasonal employees; non-supervisory employees; confidential employees; managerial executives including but not limited to: Director, Deputy Director, and Principal Personnel Technician.

1.2 Individuals appointed to a permanent bargaining unit position are to be included in the bargaining unit.

1.3 If a new classification is established during the term of this Agreement and if not mutually agreed to between the parties for inclusion in the unit above-defined, clarification may be sought from PERC by either party.

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

ARTICLE 2
HOURS OF WORK AND OVERTIME

2.1 The workweek shall consist of (37 ½) or 40 hours, from 8:00 a.m. to 4:30 pm. (with one hour for lunch or a half hour for lunch in the case of a 40 hour workweek), Monday through Friday. All employees shall be full time, with the exception of special part-time arrangements of a voluntary nature as may be approved by the Administrator/designee in consultation with Union. Notwithstanding the hours of work specified, the Administrator/designee may allow employees to work alternative workweeks which may include voluntary flex-time and job-sharing arrangements.

2.2 The Administrator/designee may arrange the lunch hours of employees so as to have part of the staff available to the public at all times.

2.3 The working day for employees may be varied or extended by the Administrator/designee as the need arises. If an employee's work hours are to be changed, the Union President will be notified four (4) weeks in advance of the change, except in cases of emergency or unforeseen urgent circumstances, and provided the opportunity to consult prior to implementation.

2.4 Compressed Workweek: Grandfather in employees currently in the collective bargaining unit and any employees entering the unit, works a five (5) day workweek as of the settlement date of the contract.

2.5 Overtime shall be accrued whenever an employee is authorized to work in excess of the regularly scheduled working hours (i.e., seven and half hour day (37 ½) or 40 hour week due to the pressure of agency business. All overtime must be approved in advance by the Administrator/designee, except that in emergency situations the Administrator/designee may authorize overtime retroactively, it is expressly understood that management reserves the sole right to authorize overtime. Scheduled meetings held on an employee's day off which are due to the employee's choice under flex scheduling and the employee is required to come in for such meeting, the employee will be paid straight time for such scheduled meeting, with all other overtime to be paid in accordance with Article II. This provision shall not violate any wage and hour laws.

2.6 With the exception of overtime worked on flex days off, employees covered by this Agreement will be compensated at the rate of time and one-half in cash for any time worked over 40 providing there has been approval by the Administrator/designee for authorized overtime hours in excess of the regularly scheduled workweek. Compensatory time off shall be used during the same pay period whenever possible and shall be scheduled subject to management's approval. For purposes of overtime compensation, all paid time whether worked or not, as well as approved unpaid Union leave, shall be counted as worked time. With respect to overtime worked on an employee's day off that is due to the employee's flex schedule, the employee will receive compensation time off at straight time.

2.7 Time Worked on Flex Days: Any time worked over 40 hours in one week will be compensated at the rate of time and one half.

2.8 Whenever a skeleton crew is necessary to staff the office during an emergency or other partial closing, volunteers will be sought. Compensation for serving as skeleton crew shall consist of compensatory time off or paid time at the discretion of the Employer on an hour-for-hour basis. The employee will be notified at the time of the request for staffing as to whether the compensation will be in compensatory time or cash.

2.9 On-Call Pay: An employee on call is an employee working from home who is required to make calls and handle Employer business. On call employees will be paid for time spent responding to calls received at home and will be guaranteed a minimum of one two (2) hour pay at the appropriate rate. A cellular phone will be provided to the employee such coverage.

ARTICLE 3
GRIEVANCE PROCEDURE

3.1 Purpose: The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as preventing an employee with a grievance from discussing the matter informally with any appropriate Administrator.

3.2 Definition: The term "grievance" as used herein shall mean an appeal of the interpretation, application, or violation of applicable written policies, written agreements, or administrative decisions affecting the terms and conditions of employment.

3.3 General Provisions:

- a) Election of remedies. In the event an appeal is taken by an employee or the Union on behalf of an employee to the State Merit System Board, Division on Civil Rights, court, or other forum provided by law, the appellant (i.e., employee and/or Union) shall not be entitled to pursue the matter further by means of the grievance procedure set forth herein.
- b) Formal grievances shall be presented through the Union, and an aggrieved employee shall be represented at all stages of the grievance procedure by a steward or other designated Union representative. Notwithstanding this provision, if the Union declines to present a grievance on behalf of an employee, the employee may present the grievance himself or herself at the lowest applicable level of the grievance procedure.
- c) A grievance must be filed within twenty-one (21) calendar days after the occurrence giving rise to the grievance. Failure to file or advance a grievance within the prescribed time limits shall constitute forfeiture. However, time limits for filing or responding to grievances at any step may be extended by consent of the parties.
- d) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of regular straight-time pay, provided that permission is obtained in advance from the appropriate department head or his/her designee if this should require the Union representative to be absent from the job or to be otherwise relieved of his or her regular responsibilities for a temporary period.
- e) Grievances shall be initiated at the lowest step of the grievance procedure in which the management representative has authority to adjust the matter. Steps may also be waived in appropriate circumstances by agreement of the parties.
- f) Grievances processed through the steps of the grievance procedure as provided herein shall be in writing and signed by the grievant or Union representative. Responses shall also be in writing.

3.4 Steps:

Step 1: The grievance shall be taken to the Division Director or designee, who shall make an effort to resolve the problem and respond within seven (7) calendar days.

Step 2: If not resolved at the previous level, the grievance may be submitted within fourteen (14) calendar days after receipt of management's response to the County Administrator or designee, who shall render a decision in writing within fourteen (14) calendar days thereafter. If requested, an informal conference may be provided prior to the decision of the County Administrator or his designee. Disclosure of Step 1 filing and subsequent response as well as any other discovery should be provided by the collective bargaining unit with the Step 2 submission.

Step 3: If the Union is not satisfied with the decision of the County Administrator or designee, the matter may be appealed to the Board of Freeholders or designee within fourteen (14) calendar days after receipt by filing the grievance with the Freeholder Director or designee. The Freeholder Director shall consider the matter and render a written decision on behalf of the Board within twenty-one (21) calendar days. If a hearing is requested at this Step, the Freeholder Director may designate himself or the County Administrator, County Counsel, or other designee to conduct the hearing, which shall be held prior to the Freeholder Director's decision. If the Union objects to the Director's decision, it may request the full Board to review the decision by filing notice to the Clerk of the Board within fourteen (14) calendar days after receipt. The Board may then consider the matter as a body but shall not be required to do so unless so moved by one or more members of the Board. If no action is taken by the Board to reject or modify the Director's decision within twenty-one (21) calendar days, the decision shall stand.

Step 4: If the Union is not satisfied with the response to the grievance at the preceding step, either by the Freeholder Director or by the full Board, demand for arbitration may be made by the Union to the Public Employment Relations Commission within thirty (30) calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.

- a) Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement. A disciplinary grievance involving discharge or suspension, fine or demotion equivalent to three (3) days or more may be submitted to binding arbitration except where preempted by a statutory right of appeal to the New Jersey Merit System Board. If the grievance involves suspension of less than three days, it may be submitted to advisory arbitration or may be pursued in such other legal forum as may be available.
- b) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.
- c) No more than one (1) grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.
- d) It is understood that arbitration is limited to the four (4) corners of the Agreement and the arbitrator is not to consider any past practice precedent.
- e) The arbitrator shall issue an award in writing to the parties, which shall be final and binding.
- f) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the County and the Union. Any other expenses shall be paid by the party incurring them.

ARTICLE 4
DUES DEDUCTION

4.1 The Employer agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Employer, during each calendar month, the amount of monthly dues. Dues shall be such amount as may be certified to the Employer by the Union at least 30 days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the Employer to the Secretary-Treasurer of the Union, by the 10th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local President.

4.2 All deductions agreed upon in Paragraph A above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e) as amended.

4.3 It is agreed that the Employer shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds are remitted to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union. The Union shall indemnify and save the Employer harmless against any and all claims demands, suits or other forms of liability including reasonable legal and/or "consultation" fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this section.

4.4 Upon written authorization from employee, the Employer shall make Deductions from an employee's pay for contributions to Teamsters Local 331 Political Action Fund and Teamster Local 331 Social Fund, The Gloucester County Public Employees Charitable Campaign, and the Employer's deferred compensation plan, as well as for the purchase of U.S. Savings bonds. The Employer shall also continue to offer employees the ability to purchase life, disability, automobile, and homeowner's insurance through payroll deduction. The amounts deducted shall be remitted as required.

ARTICLE 5
SALARY AND LONGEVITY PAYMENTS

5.1 Salaries: Section 1, Salaries and Section 2, Longevity: Salaries shall be paid in accordance with the Salary Schedule as shown in Appendix I attached to this Agreement.

5.1 Salaries: For all employees in the collective bargaining unit, the salary schedule which includes the annual salary for each year of this Agreement is attached hereto and made part hereof as Appendix I. Employees covered by this Agreement shall receive the annual salary adjustment as of January 1st of each year of the Agreement.

5.2 Longevity: Effective January 1, 2015, all employees in the collective bargaining unit and all future employees entering into this collective bargaining unit shall not receive any longevity compensation.

5.3 Pay issued by direct deposit only (No more paychecks)

ARTICLE 6
EDUCATIONAL ASSISTANCE

6.1. Tuition and Fees: The Employer will reimburse employees for tuition and regular registration fees upon satisfactory completion of courses or seminars leading to advancement or improvement of skills in the employee's field or to maintain required licensure or certification, as determined by the Employer. The maximum reimbursement for each employee shall be \$2,500 per year.

6.2. Submission of Requests: Requests for educational assistance shall be submitted to the HR Director at least one month prior to enrollment whenever possible. The HR Director will make every effort to respond within one month of the request, but in no event will be liable for any expenses incurred by an employee that have not been approved.

6.3. Payment for Additional Certifications: Whenever an employee obtains any certification or license at the request of the Employer, over and above the minimum legal requirements of the job, the Employer shall pay the applicable fee for such certification or license, including renewal fees.

6.4. Time Off for Administrator: Employees in the Supervisory Unit will be permitted to take five days off per year, without loss of pay, to participate in courses or seminars as described in Section 6.1 during the workday.

6.5. Training Costs: All necessary costs incurred for purposes of training required by the Employer will be paid by the Employer.

ARTICLE 7
TRAVEL EXPENSES

7.1 Automobile Reimbursement: The mileage reimbursement for employees who are required to use their own vehicles shall be the standard mileage rate as per Internal Revenue Service. Travel reimbursement should not be inclusive of typical commute to and from worksite. The Employer shall also reimburse employees for necessary tolls and parking expenses which may be incurred in the course of employment.

7.2 Insurance Reimbursement: Employees who are required to use their personal automobile in excess of 100 miles in a calendar month on agency business shall receive an additional \$20-dollar reimbursement for insurance for such month.

7.3 Subsistence Expenses: Whenever employees are required to travel on official business away from the office, necessary lodging and meal expenses shall be paid by the Employer. Payments for meal expenses shall consist of \$12.50 for breakfast, \$17.50 for lunch, and \$27.50 for dinner. It is understood all reimbursements shall be accompanied by a receipt.

7.4 If a meeting outside the area runs until 1:30 p.m., or employee cannot return to the office by 2:30 p.m., the employee is entitled to a luncheon allowance.

ARTICLE 8
BEREAVEMENT LEAVE DAYS

8.1 Each employee will be entitled to four days (4) paid bereavement leave per year without loss of regular straight time pay to participate in, arrange and/or attend funeral or burial services, or participate in religious observances for a member of his or her immediate family. For purposes of this section, "immediate family" shall include the following relatives of either the employee or the employee's spouse: father, mother, step father, step-mother, step-child, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, step-sister, step-brother, sister-in law, brother-in-law, son —in-law, daughter-in-law, aunt, uncle, niece and nephew. In addition, "immediate family" shall include any relative or domestic partner of the employee residing in the employee's household. "Parent" means a biological parent or an individual who stands or stood "in loco parentis" to an employee when the employee was a child. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. Bereavement leave days shall not be charged against any accumulated sick or vacation leave days. Such bereavement leave days shall be non-cumulative and shall be prorated for part-time employees.

8.2 Employees may request an extension of the period of bereavement leave beyond the four (4) days (for the purposes of calculating time, 1 day = 7.5 or eight 8 hours as applicable provided above; however, any days over the permitted leave shall be charged against an employee's accumulated sick leave, or if no sick leave is available, then it shall be deducted from the employee's pay. Vacation leave may also be used in case of bereavement at the employee's option, in which case advanced notice shall be waived.

8.3 Each employee may utilize one (1) unpaid leave day or vacation per year to arrange or attend the funeral of a close friend or relative not designated in Section 8.1 above. The requirement of 48 hours' notice to the employer will be waived in such cases.

ARTICLE 9
PERSONAL LEAVE DAYS

9.1 Full-time employees shall be entitled, in addition to vacation and/or sick leave, personal leave days. 3 days annually, except those hired after July 1st to receive one (1) day in the first year and those transferred into Social Services after July 1st to receive two (2) days in the first year.

(for the purposes of calculating time, 1 day = 7.5 or 8 hours as applicable)

9.2 An employee in the first year of employment who completes the fourth, seventh or tenth month of employment in December may carry over one (1) personal day to be taken in January. Except as noted above, personal days may not be carried over from year to year.

9.3 Each request to take a personal leave day shall be submitted to the Administrator/designee at least two (2) working days prior to the requested date. The Administrator/designee may at his/her discretion waive the two (2) working days' notice. The annual personal leave days shall be pro-rated for part-time employees. Not more than twenty-five percent of personnel within a department shall be given the same personal leave day without the express consent of the Director. Personal leave shall be taken in half hour increments.

Personal leave shall be taken in quarter hour increments.

9.4 Personal Leave request will not be unreasonably denied but approval is subject to operational needs.

ARTICLE 10
SICK LEAVE AND DISABILITY LEAVE

10.1 Sick Leave Entitlements: Paid sick leave may be used whenever an employee is unable to work because of personal illness or injury, including disability due to pregnancy; exposure to contagious disease; care of a seriously ill member of the employee's immediate family (as defined in Section 20.1); death in the employee's immediate family (as defined in Section 8.1); or acquisition of necessary devices or other aids by an employee who is disabled. Full-time employees shall earn sick leave on the following basis:

- a) During the first calendar month of employment, employees who commence work prior to the 16th day of the month will earn one sick day; employees who commence work prior to the 24th day of the month will earn one-half sick day.
- b) During the remainder of the first calendar year, each employee will earn one sick day per month, or major fraction thereof.
- c) Thereafter, each employee will be credited with 15 days in every calendar year to be earned at the rate of one and one-quarter days per month.
- d) Sick Leave shall be taken in quarter hour increments.

10.2 Reporting of Absence on Sick Leave:

- a) If an employee is absent for reasons that entitle him or her to sick leave, the appropriate supervisor shall be notified promptly as of the employee's usual reporting time, but in no event later than 8:30 a.m. or one-half hour after the employee's starting time on the day of the absence.
- b) Employees who call in sick after the specified reporting time may be denied sick leave from the employee's usual starting time up to the time of the call.
- c) Absence without notice of five (5) consecutive days shall constitute a resignation in accordance with Department of Personnel regulations on the subject.

10.3 Verification of Sick Leave:

- a) Should medical evidence be required under circumstances to verify illness for purposes of granting sick leave, the employee shall be given timely notice on a case-by-case basis. Abuse of sick leave shall be cause for disciplinary action.
- b) The Employer may require an employee who is absent because of serious illness or injury, before returning to duty, to be examined at the expense of the Employer by a physician chosen by the employee from a panel of physicians provided by the Employer. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the employee or other employees.

10.4 Administration of Sick Leave:

The administration of sick leave days shall be in conformance with applicable Department of Personnel regulations, including pro-ration for part-time employees. Any amount of sick leave allowance not used in any calendar year shall accumulate from year to year.

10.5 Disability Leave: In case of disability due to illness or injury as a result of, or arising from, an employee's job, the Employer shall provide paid disability leave in the amount of four (4) weeks at 100% of base pay, followed by an additional 18 weeks at 85% of base pay. Employees shall not be required to use their regular sick leave in such cases, provided that the insurance carrier has determined that the disability is job-connected. In the event the employee receives periodic Worker's Compensation benefits, disability leave payments will be offset or reduced correspondingly to prevent duplication. While on paid disability leave, employees will continue to accrue vacation and sick leave and will be covered by the health insurance provisions of this Agreement. In no event, however, shall the employee be entitled in any calendar year to more than 52 weeks of paid leave inclusive of sick and vacation time.

10.6 Sick-Leave Donation: Any employee who has suffered from a catastrophic illness or injury may receive sick leave voluntarily donated by fellow employees, subject to the following conditions:

- 1) A catastrophic illness or injury shall be understood as a condition based on a medical prognosis, which requires a period of treatment or recuperation, as a result of which the employee is unable to work, or is expected to be out of work, for at least two (2) months of consecutive work time or on an intermittent basis equivalent to two (2) months work time.
- 2) An employee may receive donated sick leave for personal illness or injury or care for a seriously ill member of an employee's immediate family. For the purposes of this policy, immediate family shall include any relations as are deemed within the definition of family members under the NJFLA and the federal FMLA (please refer to HR 6.11, HR 6.11 Exhibit S titled "NJFLA and FMLA General Information"). In general, immediate family is defined as a parent, child, and spouse or civil union partner.
- 3) An employee will be eligible to receive up to 90 days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.
- 4) An employee may donate up to five (5) sick days to another employee provided he or she retains a balance of at least forty (40) sick days. An employee may donate up to ten (10) days provided he or she retains a balance of eighty (80) days, or up to fifteen (15) days with a balance of 120 days.

10.7 Sick-Leave: Employees hired on or before June 28, 2012, will be permitted to surrender 3 days of accumulated sick leave in exchange for 1 day's pay, at a maximum exchange of up to 10 paid days; subject, however, to the employee maintaining a minimum sick leave time balance of 30 days in its bank after the exchange. Sick leave exchange should be submitted by November 1st to be paid out the first pay of December.

ARTICLE 11
HOLIDAYS

11.1 Regular holidays shall be as follows:

New Year's Day
Martin Luther King's Birthday Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
General Election Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
Personal holiday

Employees shall be permitted to request their Personal Holiday in the same manner as administrative leave. For the purposes of calculating time, a Personal Holiday is equal to one regular workday. Whenever any of the days enumerated falls on a Sunday, the Monday next following shall be deemed a holiday. Whenever any of the days enumerated falls on a Saturday, the preceding Friday shall be deemed a holiday. New Year's Eve will not be considered a holiday.

11.2 To be eligible for holiday pay for an unworked holiday, an employee must be on active pay status; and have been paid for the employee's last scheduled workday before and first scheduled workday after the holiday.

11.3 Employees who are required to work on a holiday shall be paid at the rate of one and one-half times the regular straight time rate for time worked in addition to straight time pay for the holiday as such. There shall be no pyramiding of time or overtime. Where applicable, when a holiday falls on a "payroll Monday" (the Monday immediately preceding payday), extra hours earned after 12 PM on the preceding Friday will be included in the following pay period.

ARTICLE 12
VACATION LEAVE DAYS

12.1 Every full-time employee shall be granted the following annual leave for vacation purposes with pay:

- a) One working day for each full month of service or major fraction thereof during the first year.
- b) After the first calendar year of service through five (5) years of service, twelve (12) working days per year.
- c) After five (5) years of service through twelve (12) years of service, fifteen (15) working days per year.
- d) After twelve (12) years of service through twenty (20) years of service, twenty (20) working days per year.
- e) After twenty (20) years of service, twenty-five (25) working days per year. Vacation allowances for part-time employees will be pro-rated.

12.2 For purposes of computing years of service, employees with more than twenty (20) working days of unpaid time (other than union leave), during the 12-month period preceding their anniversary date, will have such date moved forward, that is delayed, by the number of days in excess of the aforementioned twenty (20) working days.

12.3 Employees shall submit vacation requests to the Administrator/designee or designated supervisor on form provided by the Employer as soon as possible. In the event that an emergency situation precludes timely notice, the request may be submitted orally at the earliest opportunity. All such leaves are subject to approval by the Administrator/designee. Nothing herein precludes an employee from being released early on a workday for approved vacation leave.

12.4 If in any calendar year the vacation leave days or any part thereof are not granted by reason of pressure of work, such unused days or parts thereof not granted shall accumulate and may be carried over to the next succeeding year only.

12.5 Vacation leave shall be taken in quarter hour increments.

ARTICLE 13
HEALTH BENEFITS

13.1 The Employer shall continue the following insurance for each eligible employee and his or her spouses/civilly unionized partners and/or dependents:

- a) Medical: The State Health Benefits Program is provided to eligible employees covered by this contract. Subject to the conditions specified below, full-time employees may elect coverage through the State Health Benefits Plan.
- b) Prescription: The County shall continue the Prescription Drug Benefit Program during the period of this Agreement. The program shall be administered by the State Health Benefits Plan.

For purposes of this section, eligible employees are understood to be all full-time employees and all part-time employees who are regularly scheduled to work an average of at least thirty (30) hours per week.

13.2 Employee Contributions: Employees will contribute toward the cost of health benefit coverage. All deductions for employee contributions shall be made on a pre-tax basis in accordance with a cafeteria plan authorized under Section 125 of the Internal Revenue Code.

1. Employees enrolling in the NJ Direct 10 shall contribute to the cost of the health care premium at the Tier 4 contribution level under Chapter 78, P.L. 2011.
2. Effective with open enrollment 2020, employees enrolling for the subsequent year in NJ Direct 15, NJ Direct 1525, NJ Direct 2030, Horizon HMO, and NJ Direct (CWA Plan) 2019 shall contribute to the cost of the health care premium at the Tier 3 contribution level under Chapter 78, P.L. 2011.
3. Effective with open enrollment 2020, employees enrolling for the subsequent year 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.
4. Employees already enrolled in plans above identified in #2 and #3 will move to the lower tiers effective January 1, 2020.
5. After open enrollment 2020 and prior to 12/25/2020, employees newly enrolling in plans above identified in #2 and #3 shall receive a one-time payment of the difference in employee benefit contribution under #1 and the new plan.

13.3 The Employer will continue to provide each employee with Temporary Disability Insurance in accordance with the provisions of the New Jersey State Plan.

13.4 The Employer shall continue to provide dental insurance for employees in accordance with the current indemnity plan. The same coverage shall be offered for dependents of employees. 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, in accordance with the existing terms. Employees who elect to enroll in the dental plan organization may also enroll their dependents.

- a) Employees who do not have medical and prescription coverage pursuant to Section 13.4 above but receive dental coverage under this section for one or more dependents will make contributions toward the cost of coverage through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. The contributions will be \$20 per month for two-party coverage and \$30 per month for three-party coverage.

13.5 The Employer reserves the right to change insurance carriers or plans or to self-insure so long as the benefits to be provided are equivalent to those of the existing plan(s).

13.6 Post Retirement Coverage Insurance coverage will be provided to retirees as follows:

- a) The Employer shall continue medical coverage for employees who retire on pension with at least twenty-five (25) years or more of credited service in the Public Employees Retirement System together with their dependents. In addition, coverage shall be continued for all employees who retire through PERS on a disability pension, together with their dependents.
- b) The Employer will provide for continuation of prescription benefits to all employees who retire with at least twenty-five (25) years of credited service in the Public Employees Retirement System, including at least seven (7) years of service with the County. Such coverage shall be limited to employee and spouse only.

As applicable, in accordance with Chapter 78, P.L. 2011, retirees receiving health benefits pay a contribution towards the cost of health benefits, based upon the retirement allowance, including any cost-of-living amount paid.

It is understood that the benefits provided to retired employees pursuant to Subsection (a) and (b) above will be substantially the same or equivalent to the benefits they would receive if still actively employed. Retirees will not be required to pay contribution towards the cost of their post-retirement coverage except, as to may be required by law.

Insofar as permitted by law, employees may also continue any group health benefits that they are not paid for by the employer after retirement pursuant to Subsection (a) or (b) above by paying the premium costs for such coverage themselves.

13.7 The Employer shall provide plans pursuant to Section 125 of the Internal Revenue Code whereby employees can place a portion of their pre-tax salaries into flexible spending accounts for the payment of medical or dependent care expenses.

13.8 Waiver of Benefits: Should an employee voluntarily waive coverage under the State Health Benefits Plan ("SHBP") and provide a certification to the County that he/she has other coverage; the County will waive the contribution for that employee:

- a) Employees will be permitted to waive employer-provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source. The terms of such other coverage should be the same or better than the coverage offered by the Employer.
- b) Waivers of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent open enrollment period or unless the employee loses his or her alternative coverage (as, for example, by termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan within sixty (60) days after giving notice or as soon thereafter as is permitted under the insurance then in effect.
- c) Waivers of coverage will take effect January 1 following the employee's election.
- d) Employees who have waived coverage but plan to apply for post-retirement medical or prescription coverage pursuant to Section 13.6 must be re-enrolled in the respective plans during the open enrollment period, currently the November effective the proceeding January, prior to retirement.

The Waiver provision does not apply to employees who are covered by another member of the family that is employed by the County of Gloucester as it is considered multiple coverage and therefore, not entitled to participate in the waiver program.

ARTICLE 14
PERMANENT APPOINTMENT

14.1 All permanent appointments shall be made in accordance with Department of Personnel Rules and Regulations.

ARTICLE 15
POSTING OF VACANCIES

15.1 Employees shall be made aware of all internal vacancies intended to be filled in new or current positions by notice posted on a separate bulletin board reserved only for said vacancies for a period of five full working days; if eligible, each employee shall be permitted to compete for the available vacancies. A "vacancy" shall not be deemed to exist as a result of a mere rearrangement or reassignment of job duties nor as a result of a Department of Personnel desk audit. The Employer is not precluded from interim appointments and retains sole authority to select appointees.

15.2 An employee on Employer approved extended leave of absence who makes prior written request shall mail a copy of Department of Personnel Promotional Job Announcements to his/her home address during such leave.

ARTICLE 16
PERSONNEL RECORDS

16.1 The employment records of each employee shall be open to the inspection of the employee upon request. Each employee will be afforded the opportunity to initial disciplinary material prior to incorporation into his/her permanent personnel file and shall be provided with a copy of same.

16.2 Any disciplinary actions which are normally reported to the Department of Personnel must be retained in the employee's file in accordance with Department of Personnel regulations.

16.3 All employees will receive a written notice of appointment after action is taken on their appointment by the Employer at a regular meeting

ARTICLE 17
NON-DISCRIMINATION

17.1 The Union and Employer both agree that in accordance with and to the extent required by statute, each employee has all rights of citizenship and no employee will be discriminated against or harassed on the basis of race, creed, color, national origin, ancestry, sex, marital status, age, religion, disabilities, affectional or sexual orientation, familial status, armed forces obligation or participation in or lack of participation in legal union activities.

ARTICLE 18
UNION ACTIVITIES

18.1 During any calendar year, a total of five (5) days unpaid leave may be granted to all employees for Union activities. All requests for Union leave will be made at least two (2) working days before leave is to commence. If in the opinion of the Administrator/designee the employee's absence from duty on Union business will impede or render impossible the accomplishment of Welfare Board work, then the Administrator/designee may upon written notice to the employee deny the leave. Application for any other unpaid leaves of absence for Union business will be considered on a case-by-case basis by the Employer.

18.2 The Local President or designee shall be permitted to address orientation sessions for new employees for a maximum of 20 minutes. The Local Unions President or designee will be giving (2) weeks' notice of the date and time of the orientation.

18.3 The Employer agrees to maintain a Union bulletin board in a convenient location.

ARTICLE 19
REQUESTS FOR LEAVE

19.1 The Employer will approve or disapprove, on a case-by-case basis, all written requests for leaves of absence for educational or other purposes such as personal growth and enrichment. All such leaves shall be unpaid unless payment is specifically authorized by statute or required by this Agreement. Requests for leaves of absence shall be submitted in writing and shall be granted or denied in writing.

19.2 Employees who are summoned for jury duty in any state or federal court shall be excused from work on such days without loss of pay, except that the pay shall be reduced by the per diem jury fee received by the employee.

ARTICLE 20
FAMILY LEAVE

20.1 Accrued sick leave may be used when necessary for attendance upon any member of the employee's immediate family who is ill. For purposes of this section, the immediate family shall be deemed to include the employee's spouse, child, legal ward, step child, grandchild, foster child, father, mother, step parents, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, domestic partner and other relatives residing in the employee's household.

20.2 An employee seeking leave for childbirth, adoption, or foster care shall request such leave from the Director at least thirty (30) days prior to the commencement of the leave, except when emergent circumstances warrant shorter notice.

20.3 The granting of leaves under this Agreement shall be in compliance with state Family Leave Act and the federal Family and Medical Leave Act in effect as of July 1, 1994. Employee health benefits shall be continued by the Employer for a minimum of twelve (12) weeks during any qualifying leave under these statutes.

ARTICLE 21
MANAGEMENT RIGHTS

21.1 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 foregoing, the following rights:

- a) The executive management and administrative control of the Employer and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.
- b) To make rules of procedure and conduct including the introduction and use of new and improved methods and equipment, to contract out for goods and services, 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) The right of management to make, maintain and amend such reasonable rules and regulations, as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Employer after advance notice thereof to the employees and to require compliance by the employees is recognized.
- d) 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.
- e) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- f) To lay off 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 reason.
- g) To subcontract any of the work performed by employees covered by this Agreement for reasons of economy or other legitimate business reasons provided the Union is consulted 120 days in advance.

21.2 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 express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

21.3 Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under any national, state, county or local laws or regulations.

ARTICLE 22
WORK CONTINUITY

22.1 The Union agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow-down, sick-out, walkout or other job action, nor shall there be any individual action the purpose of which is to induce employees to engage in such activities against the Employer during the term of this Agreement. It is understood that Employees who participate in such activities may be subject to disciplinary action.

22.2 Nothing contained in this Agreement shall be construed to eliminate or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

ARTICLE 23
UNION REPRESENTATIVES

23.1 The Union will designate one representative to deal with the Administrator/designee, said representative to act as liaison between the Employer and the Union concerning management and/or employee problems.

23.2 The Union representative shall contact the Administrator/designee and request that meetings be set up as needed and as convenient to the schedule of the Administrator/designee to discuss any problems of concern to the Union representative. If in the opinion of the Administrator/designee it is mutually beneficial to meet on work time, then the employee shall suffer no loss in pay.

ARTICLE 24
RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

24.1 The Employer and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract and management's role as the Employer.

24.2 It is further understood that every employee, supervisor, manager and Employer member shall be treated in accordance with accepted standards of decency, courtesy and respect.

ARTICLE 25
RETIREMENT

25.1 The Employer shall make a lump sum payment to eligible employees covered by this Agreement who retire from the Public Employee Retirement System to be computed at the rate of one-half their daily rate of pay for each day of earned and unused accumulated sick leave. The daily rate of pay shall be based upon the average annual compensation received during the last year of employment prior to the effective date of retirement. In no event shall such payment exceed \$15,000 unless at any time during this agreement any other Union receives any higher compensation; employees covered by this contract will receive the higher compensation.

ARTICLE 26
DISCIPLINE

26.1 No employee shall be terminated, suspended or fined without just cause. It is expressly understood that all employees are obligated to comply conscientiously with all rules and regulations promulgated by the Employer, provided only that such rules and regulations do not conflict with the expressed provisions of the Agreement.

26.2 The concept of progressive discipline shall be applied whenever practicable as a corrective measure in the event of disciplinary infractions. It is understood, however, that some violations may be so serious as to warrant termination for the first offense.

26.3 Any employee is entitled to have upon request Union appointed representation in any departmental hearing and/or Department of Personnel hearing. Whenever an employee has reasonable suspicion to believe that he or she is to be suspended, discharged or fined, then the employee shall be entitled to a Union representative at such disciplinary meeting or an investigatory interview. It is understood that when the purpose of a meeting is to provide counseling, information or instruction, then representation is not required.

26.4 The Union shall be notified of all disciplinary actions involving written reprimands or greater for employees in the bargaining unit.

ARTICLE 27
HEALTH AND SAFETY

27.1 Health and Safety Committee:

- a) There shall be a Health and Safety Committee composed of a maximum of one member selected by the Employer and one selected by the Union.
- b) Such committee shall meet at times of mutual convenience outside of the workday to discuss substantive problems that may arise from time to time regarding any health and safety concerns pertaining to the bargaining units.
- c) Nothing herein precludes the possible need for discussion and resolution of imminent and potentially dangerous situations during working hours.

Add a member to the Safety Committee; effective 04-30-15

27.2 Annual vision screening will be provided by the Employer, employees who regularly operate VDT equipment in excess of 50% of their work time.

27.3 Employees on the Medical Emergency Committee who wish to receive tuberculosis testing and/or hepatitis B vaccinations through the Gloucester Department of Health and Senior Services will be permitted to take time off as necessary for this purpose without loss of pay. Any costs charged by the Department of Health and Senior Services to provide vaccinations for such employees will be paid by the Employer.

ARTICLE 28
EVALUATIONS

28.1 Each employee shall be evaluated in writing at least once per year or more often as management may deem necessary or as required by Department of Personnel Rules and Regulations or other such legal mandates. Nothing herein is intended to preclude corrective action by the Employer at any time management considers it necessary.

28.2 Employees shall be informed of evaluation criteria as soon as developed by the Agency and informed of any subsequent changes in evaluation criteria.

28.3 The completed evaluation shall be shown to the employee for review and such employee shall affix his/her signature. Such signature shall not indicate agreement or disagreement with the contents of the evaluation. A copy will be furnished to the employee concerned.

28.4 As part of the evaluation process, the supervisor or manager shall provide a conference to the employee in order to discuss the evaluation and improvement goals where applicable.

28.5 If the employee disagrees with the evaluation, he/she may request a reconsideration and/or note exceptions to the official record.

28.6 Appeal of the evaluation must be made through the grievance procedure except that the final and binding determination shall reside with the Administrator/designee. If an increment is withheld as a result of such evaluation(s) and if raises are unfairly given, based on an unfair evaluation, then a grievance arising therefrom may be appealed through the grievance procedure to the Employer which shall make a final and binding determination.

28.7 If the evaluation is a primary or contributing factor in future adverse action (i.e., demotion, separation, etc.) the employee shall have such hearing rights as are provided by the Department of Personnel.

28.8 Where an employee is to be evaluated and such evaluation results in increment withholding, then such evaluation shall be provided no less than 45 days prior to such negative action no more than 90 days prior to the event.

28.9 Evaluations used for the purpose of granting or withholding increments shall be based on a 12-month period of service.

28.10 If such increment is withheld or a raise unfairly given, then a follow-up evaluation shall be provided within six (6) to eight (8) months after previous evaluation that was the basis for withholding an increment or raise. If the follow-up evaluation reflects satisfactory performance, then the increment shall be paid effective six (6) months from the date the withheld increment or raise would have been paid.

ARTICLE 29
PAYROLL DEDUCTIONS AND DIRECT DEPOSIT

29.1 The Employer agrees to make payroll deduction for any employee upon written request to be paid to an appropriate credit union as authorized by E.J.S.A. 40A: 9-17.

29.2 Upon written authorization from the employee, the Employer shall make deductions from an employee's pay for contributions to Teamsters Local 331 Political Action Committee, the Gloucester County Public Employees Charitable Campaign, and the Employer's deferred compensation plan, as well as for the purchase of U.S. Savings Bonds. The amounts deducted shall be remitted as required.

29.3 Upon written authorization by the employee, the Employer shall arrange for the direct deposit of an employee's pay into an appropriate bank or credit union.

ARTICLE 30
INDEMNIFICATION

30.1 Tort-Claim - The Employer will indemnify an employee for damages resulting from any tort claim or any civil violation of state or federal law arising out of the employee's job, if, in the opinion of the Employer, the acts committed by the employee upon which the damages are based are not criminal or did not constitute fraud, malice, willful misconduct or intentional wrongdoing.

ARTICLE 31
SEPARABILITY AND SAVINGS

31.1 If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative, but all other provisions not affected thereby shall continue in full force and effect.

ARTICLE 32
FULLY- BARGAINED PROVISIONS

32.1 The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE 33
TEMPORARY JOB ASSIGNMENT

33.1 In the event an employee is directed in writing to assume a total higher job outside of his or her job classification, then the employee will be paid on the same basis as though he or she were provisionally promoted to said job title under the following circumstances:

- a) The assignment is for two or more consecutive working days, in which case the employee will receive the appropriate pay commencing with the second day of such assignment; or
- b) The employee has been assigned to the higher job for an aggregate of eleven (11) or more working days in a calendar year, in which case the employee will receive the appropriate pay commencing with the 11th day. In all cases, out

of title assignments shall be deemed to be in whole day increments and must be memorialized in writing by the appropriate supervisor.

ARTICLE 34
DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT

34.1 This agreement shall be effective January 1, 2020 and shall continue through December 31, 2023.

34.2 Negotiations over a successor agreement shall commence on or about October 1, 2023

34.3 Upon request of either party upon full implementation of Chapter 78, all financial terms of the collective bargaining unit may be re-opened to negotiations.

34.4 All aspects of this Agreement, including salary and economic benefits shall be retroactive to January 01, 2020 and shall be paid to all employees on the payroll at the time the Agreement has been signed. All retroactive monies will be paid as soon as possible, but no later than thirty (30) days after execution of this Agreement.

County of Gloucester

Teamsters Local 331

Robert M. Damming, Freeholder Director
Gloucester County

Marcus W. King, President
Teamsters Local 331

Chad M. Bruner, County Administrator
Gloucester County

Date: _____

Date: _____

APPENDIX I
TITLE CLASSIFICATION AND SALARY SCHEDULE

Assistant Administrative Supervisor of Social work	C
Assistant Administrative Supervisor of Income Maintenance	C
Coordinator of Child Support & Paternity Program	C
Training Supervisor	D
Administrative Supervisor of Social Work	E
Administrative Supervisor of Income Maintenance	F

APPENDIX I

YEAR	TITLE	SCALE	SALARY - 37.5 WW	SALARY - 40 WW	
2020	Assistant Administrative Supervisor IM Assistant Administrative Supervisor SW Coordinator of Child Support	C	\$ 109,308	\$ 116,595	
	ATB 2%	Assistant Administrative Supervisor / Training Assistant Supervisor	C + \$1,500	\$ 110,733	\$ 118,115
		Training Supervisor	D	\$ 111,538	\$ 118,974
	Administrative Supervisor IM Administrative Supervisor SW Fiscal Officer	F	\$ 113,768	\$ 121,353	
	Administrative Supervisor / Training Supervisor	F + \$3,000	\$ 116,768	\$ 124,553	
2021	Assistant Administrative Supervisor IM Assistant Administrative Supervisor SW Coordinator of Child Support	C	\$ 111,494	\$ 118,927	
	ATB 2%	Assistant Administrative Supervisor / Training Assistant Supervisor	C + \$1,500	\$ 112,994	\$ 120,527
		Training Supervisor	D	\$ 113,769	\$ 121,353
	Administrative Supervisor IM Administrative Supervisor SW Fiscal Officer	F	\$ 116,043	\$ 123,780	
	Administrative Supervisor / Training Supervisor	F + \$3,000	\$ 119,043	\$ 126,980	
2022	Assistant Administrative Supervisor IM Assistant Administrative Supervisor SW Coordinator of Child Support	C	\$ 113,724	\$ 121,306	
	ATB 2%	Assistant Administrative Supervisor / Training Assistant Supervisor	C + \$1,500	\$ 115,224	\$ 122,906
		Training Supervisor	D	\$ 116,044	\$ 123,780
	Administrative Supervisor IM Administrative Supervisor SW Fiscal Officer	F	\$ 118,364	\$ 126,255	
	Administrative Supervisor / Training Supervisor	F + \$3,000	\$ 121,364	\$ 129,455	
2023	Assistant Administrative Supervisor IM Assistant Administrative Supervisor SW Coordinator of Child Support	C	\$ 115,999	\$ 123,732	
	ATB 2%	Assistant Administrative Supervisor / Training Assistant Supervisor	C + \$1,500	\$ 117,499	\$ 125,332
		Training Supervisor	D	\$ 118,365	\$ 126,256
	Administrative Supervisor IM Administrative Supervisor SW Fiscal Officer	F	\$ 120,732	\$ 128,780	
	Administrative Supervisor / Training Supervisor	F + \$3,000	\$ 123,732	\$ 131,980	

A-7

**RESOLUTION AUTHORIZING GOVDEALS ONLINE AUCTIONS
TO SELL CERTAIN SURPLUS PROPERTY THROUGH THE
SOURCEWELL COOPERATIVE PURCHASING AGREEMENT**

WHEREAS, N.J.S.A. 40A:11-36 permits the governing body to sell property no longer needed for public use, and the County of Gloucester has selected items meeting that criteria; and

WHEREAS, the sale of surplus property is being conducted pursuant to Local Finance Notice 2019-15 through GovDeals Online Auctions, pursuant to the terms and conditions of the Sourcewell Cooperative Purchasing Agreement; and

WHEREAS, the address of the auction site is www.govdeals.com, and the list of the surplus property to be sold is as follows:

- Five (5) Chandeliers
- JAVCO Trailer
- Ball picker
- Ball Picker Cart
- One (1) Greens Aerator-model Vaerator VA-24
- One (1) Greens Aerator-model Aeroking T1224
- One (1) Triplex Tee Mower
- One (1) Large Area Rough Mower
- One (1) Toro Greensmaster 3000D Diesel Greens Mower

WHEREAS, the surplus property being indentified above is being sold in an “as-is” condition without express or implied warranties.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County’s Qualified Purchasing Agent is authorized to sell the above listed surplus property using GovDeals Online Auctions, through the Sourcewell Cooperative Purchasing Agreement.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT AND SERVICES FROM SOFTWARE HOUSE INTERNATIONAL, CORP. THROUGH STATE CONTRACT FOR \$45,000.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of goods and services through State Contract without the need for public bidding; and

WHEREAS, the County of Gloucester has a need to purchase computer equipment and related services as needed regarding the Nimble upgrade for County computers; and

WHEREAS, it has been determined that the County can purchase said goods and services from Software House International, Corp. of 290 Davidson Avenue, Somerset, NJ 08873, for \$45,000.00 through State Contract No. 40116; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF No. 19-11243, which amount(s) shall be charged against budget line items C-04-19-017-140-17246 and C-04-19-017-140-17244 .

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of computer equipment and related services from Software House International is hereby authorized through State Contract No. 40116, for the total amount of \$45,000.00.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**



Pricing Proposal
Quotation #: 18212811
Created On: 12/18/2019
Valid Until: 1/17/2020

GLOUCESTER COUNTY

Amy Gregg
P.O. BOX 337
WOODBURY, NJ 08096
United States
Phone: 856-853-3374
Fax:
Email: agregg@co.gloucester.nj.us

Inside Account Manager

Travis Oberweis
290 Davidson Avenue
Somerset, NJ 08873
Phone: 888-744-4084
Fax:
Email: Travis_Oberweis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HPE NS HF20 HYBRID CTO BASE ARRAY Hewlett Packard Enterprise - Part#: Q8H72A Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$15,500.00	\$15,500.00
2 HPE NS HF20/20C HYBRID 21TB FIO HDD BNDL Hewlett Packard Enterprise - Part#: Q8B68B Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$5,336.00	\$5,336.00
3 HPE NS 2X10GBE 2P FIO ADPTR KIT Hewlett Packard Enterprise - Part#: Q8B88B Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$2,312.00	\$2,312.00
4 HPE NS NOS DEFAULT FIO SOFTWARE Hewlett Packard Enterprise - Part#: Q8G27B Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$1.00	\$1.00
5 HPE NS C13 TO C14 FIO POWER CORD Hewlett Packard Enterprise - Part#: Q8J27A Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	2	\$1.00	\$2.00
6 HPE NS HF20 R2 2.88TB FIO CACHE BNDL Hewlett Packard Enterprise - Part#: Q8J29A Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$8,761.00	\$8,761.00
7 HPE NS AF/HF ARRAY STANDARD TRK	1	\$1.00	\$1.00

Hewlett Packard Enterprise - Part#: R3P91A
Contract Name: NASPO Computer Equipment
Contract #: MNNVP-134
Subcontract #: 40116

8	HPE NS 5Y 4H PARTS EXCHANGE SUPPORT Hewlett Packard Enterprise - Part#: HT6Z0A5 Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$0.00	\$0.00
9	HPE NS HF20/20C HYBRID 21TBHDD BNDL SUPP Hewlett Packard Enterprise - Part#: HT6Z0A5 ZED Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$1,463.00	\$1,463.00
10	HPE NS HF20 2.88TB CACHE SUPP Hewlett Packard Enterprise - Part#: HT6Z0A5 ZE6 Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$1,987.00	\$1,987.00
11	HPE NS HF20 HYBRID BASE ARRAY SUPP Hewlett Packard Enterprise - Part#: HT6Z0A5 ZEB Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$5,629.00	\$5,629.00
12	HPE NS 2X10GBE 2P ADPTR SUPP Hewlett Packard Enterprise - Part#: HT6Z0A5 ZET Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$1,065.00	\$1,065.00
13	HPE INSTALLATION AND STARTUP SERVICE Hewlett Packard Enterprise - Part#: HA114A1 Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$0.00	\$0.00
14	HPE NS ARRAY STARTUP SVC Hewlett Packard Enterprise - Part#: HA114A1 5MR Contract Name: NASPO Computer Equipment Contract #: MNNVP-134 Subcontract #: 40116	1	\$2,943.00	\$2,943.00
			Total	\$45,000.00

Additional Comments

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines.

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-11243

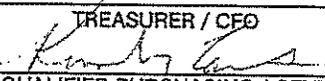
Pg

SHIP TO	GLOUC. CO I.T. DEPT. -CLAYTON 1200 N. DELSEA DR. CLAYTON, NJ 08312 GEORGE GRASSO
	VENDOR # : SOFTW083
VENDOR	SOFTWARE HOUSE INTERNATIONAL 290 DAVIDSON AVENUE SOMERSET, NJ 08873

ORDER DATE: 12/19/19
REQUISITION NO: R9-26329
DELIVERY DATE:
STATE CONTRACT: 40116
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	HEWLETT PACKARD PART# Q8H72A HPE NS HF20 HYBRID CTO BASE ARRAY	C-04-19-017-140-17246 Nimble Upgrade	15,500.0000	15,500.00
1.00	HEWLETT PACKARD PRAT# Q8B68B HPE NS HF20/20C HYBRID 21 TB FIO HDD BNDL	C-04-19-017-140-17246 Nimble Upgrade	5,336.0000	5,336.00
1.00	HEWLETT PACKARD PART# Q8B88B HPE NS 2X10GBE 2P FIO ADPTR KIT	C-04-19-017-140-17246 Nimble Upgrade	2,312.0000	2,312.00
1.00	HEWLETT PACKARD PART# Q8G27B HPE NS NOS DEFAULT FIO SOFTWARE	C-04-19-017-140-17246 Nimble Upgrade	1.0000	1.00
2.00	HEWLETT PACKARD PART #Q8J27A HPE NS C13 TO C14 FIO POER CORD	C-04-19-017-140-17246 Nimble Upgrade	1.0000	2.00
1.00	HEWLETT PACKARD PART #Q8J29A HPE NS HF20 R2 2.88TB FIO CACHE BNDL	C-04-19-017-140-17246 Nimble Upgrade	8,761.0000	8,761.00
1.00	HEWLETT PACKARD PART #R3P91A HPE NS AF/HF ARRAY STANDARD TRK	C-04-19-017-140-17246 Nimble Upgrade	1.0000	1.00
1.00	HEWLETT PACKARD PART #HT6Z0A5 HPE NS 5Y 4H PARTS EXCHANGE SUPPORT	C-04-19-017-140-17246 Nimble Upgrade	0.0000	0.00
1.00	HPE NS HF2020C HYBRID 21TBHDD BUNDLE SUPP	C-04-19-017-140-17246 Nimble Upgrade	1,463.0000	1,463.00
1.00	HEWLETT PACKARD PART #HT6Z0A5 ZED HPE NS HF20 2.88TB CACHE SUPP	C-04-19-017-140-17246 Nimble Upgrade	1,987.0000	1,987.00
1.00	HEWLETT PACKARD PART #HR6Z0A5 ZEG HPE NS HF20 HYBRID BASE ARRAY SUPP	C-04-19-017-140-17244 Tenable - Nexis	5,629.0000	5,629.00
1.00	HEWLETT PACKARD PART #HT6Z0A5 ZEB HPE NS 2X10GBE 2P ADPTR SUPP	C-04-19-017-140-17246	1,065.0000	1,065.00

CLAIMANT'S CERTIFICATE & DECLARATION I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. <input checked="" type="checkbox"/>	RECEIVER'S CERTIFICATION I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	APPROVAL TO PURCHASE DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW	
	VENDOR SIGN HERE _____ DATE _____		TREASURER / CFO 
	TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**
THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 19-11243

Pg **SHIP TO** GLOUC. CO I.T. DEPT. -CLAYTON
1200 N. DELSEA DR.
CLAYTON, NJ 08312
GEORGE GRASSO

VENDOR VENDOR #1: SOFTW003
SOFTWARE HOUSE INTERNATIONAL
290 DAVIDSON AVENUE
SOMERSET, NJ 08873

ORDER DATE: 12/19/19
REQUISITION NO: R9-26329
DELIVERY DATE:
STATE CONTRACT: 40116
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	HEWLETT PACKARD PART #HT620A5 ZET	Nimble Upgrade		
	HEWLETT PACKARD PART #HA114A1	C-04-19-017-140-17246	0.0000	0.00
1.00	HPE INSTALLATION AND STARTUP SERVICE	Nimble Upgrade		
	HPE NS ARRAY STARTUP SVC	C-04-19-017-140-17244	2,943.0000	2,943.00
	HEWLETT PACKARD PART #HA114A1 5MR	Tenable - Nexis		
	AS PER QUOTE# 18212811			
	NASPO COMPUTER EQPMENT CONTRACT# MNNVP-134			
	STATE CONTRACT#40116			
	RESOLUTION PASSED 12/27/2019			
	PLEASE RETURN PAPERWORK TO AMY GREGG			
			TOTAL	45,000.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X		TREASURER / CFO
VENDOR SIGN HERE		<i>[Signature]</i>
DATE		QUALIFIED PURCHASING AGENT
TAX ID NO. OR SOCIAL SECURITY NO.	DEPARTMENT HEAD	
DATE	DATE	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING AMENDMENTS TO THE GLOUCESTER COUNTY
ANIMAL SHELTER'S POLICIES AND PROCEDURES**

WHEREAS, from time to time it is necessary for the Gloucester County Board of Chosen Freeholders to approve amendments to various County departmental codes, policies, and procedures; and

WHEREAS, the Director of the Gloucester County Animal Shelter has recommended certain amendments to its Policies and Procedures, more specifically found in the Adoption Policy Criteria, Pre-Adoption Application, and the Veterinarian Medical Verification Form, attached to this resolution and made a part hereof; and

WHEREAS, the recommended amendments appear to be necessary and appropriate, and accordingly, the County of Gloucester County seeks to approve them.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby approves the amendments to the Gloucester County Animal Shelter's Adoption Policy Criteria, Pre-Adoption Application, and the Veterinarian Medical Verification Form, consistent with the attachments prepared by the Gloucester County Animal Shelter.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Friday, December 27, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

ADOPTION POLICY CRITERIA

1. Adopters must be 18 years of age.
2. Persons living in rented or leased dwellings must have written permission from the renting agency or landlord to adopt an animal, or give evidence that an animal is permitted under the lease agreement. If the adopter resides in a privately owned home and is not the homeowner, then the owner's permission must be obtained by the shelter prior to adoption approval.
3. Persons in a transient state or with no permanent residence are ineligible to adopt a pet.
4. Pre-adoption yard checks will be made at the discretion of the shelter.
5. No animals will be adopted to prospective owners who mislead or fail to provide accurate data on the Adoption Application.
6. The Shelter has the right to refuse an adoption to persons who have an extensive history of losing, giving away, selling of animals, having pets injured or killed by moving vehicles, or inadequate vet care.
7. All animals currently owned must be up to date on rabies.
8. All animals must be placed as household pets only. Cats will be maintained inside only. Dogs will not be maintained outside.
9. We will adopt to families that want a cat to be kept strictly outside (I.e.: barn cat-these cats shall be pre-selected by GCAS).
10. No animals will be adopted for profit-making or commercial purposes.
11. Require dog to dog interactions between our dog and the adopter's dog(s).
12. Adopters must agree that the adopted pet will not be given as a gift. All adoption contracts must be signed in person by the adopter.
13. All animals must be neutered or spayed prior to release.
14. Adopters are required not to transfer to another owner but rather return the unwanted animal back to the Gloucester County Animal Shelter.

Created 8/2/2019

Frank J. DiMarco
Freeholder Liaison

WWW.GLOUCESTERCOUNTYNJ.US

I AM INTERESTED IN

TICKET #

GLOUCESTER COUNTY ANIMAL SHELTER
PRE-ADOPTION APPLICATION
1200 N. DELSEA DRIVE, CLAYTON, NJ 08312
856-881-2828 FAX 856-881-0538

****PLEASE PRINT****

NAME: _____ PHONE: _____

ADDRESS: _____ ALT. #: _____

CITY: _____ COUNTY: _____ STATE/ZIP: _____

E-MAIL ADDRESS: _____

YOU ARE LOOKING FOR: CAT KITTEN DOG PUPPY OTHER

RENT OR OWN: HOUSE APARTMENT MOBILE HOME CONDO/TOWNHOME DORM

LANDLORD NAME & #: _____

HOW MANY PEOPLE ARE IN THE HOUSE?: ADULTS: _____ CHILDREN: _____ (CHILDREN'S AGES): _____

WILL CATS BE ALLOWED OUTSIDE: YES / NO

HAVE YOU EVER OWNED A CAT?: YES / NO

WHAT ARE YOUR REASONS FOR ADOPTING?: _____

HAVE YOU EVER OWNED A DOG?: YES / NO

WHERE WILL YOUR PET SPEND MOST OF ITS TIME: INSIDE / OUTSIDE

WHAT ARE YOUR PLANS FOR YOUR PET WHEN YOU'RE GONE DURING THE DAY?: _____

IS YOUR YARD FENCED? YES / NO / PARTIAL

DO YOU GIVE US PERMISSION TO EXAMINE YOUR YARD? YES / NO

WHAT ENERGY LEVEL ARE YOU LOOKING FOR A IN A NEW DOG?: HIGH ENERGY / MEDIUM ENERGY / LOW ENERGY

WHAT ARE YOUR REASONS FOR ADOPTING?: _____

PLEASE LIST THE PETS YOU OWN OR LIVE WITH

NAME: _____ DOG CAT OTHER _____ NAME: _____ DOG CAT OTHER _____

NAME: _____ DOG CAT OTHER _____ NAME: _____ DOG CAT OTHER _____

NAME: _____ DOG CAT OTHER _____ NAME: _____ DOG CAT OTHER _____

NAME: _____ DOG CAT OTHER _____ NAME: _____ DOG CAT OTHER _____

VETERINARIAN: _____ PHONE #: _____

I CERTIFY THAT THE INFORMATION GIVEN BY ME IN THIS APPLICATION IS TRUE AND COMPLETE. I FURTHER UNDERSTAND THAT FALSIFIED INFORMATION THAT I GIVE WILL TERMINATE ACTION ON THE ADOPTION PROCESS. I HEREBY AUTHORIZE RELEASE DISCLOSURE OF RECORDS AND OR OTHER INFORMATION CONCERNING ALL OF THE ABOVE INQUIRIES, INCLUDING BUT NOT LIMITED TO, TENANCY INFORMATION AND VETERINARY RECORDS.

SIGNATURE (MUST BE 18 YEARS OR OLDER) _____ DATE _____ TIME _____

Y / N EMP: _____ APPROVED FOR: CAT KITTEN DOG PUPPY OTHER _____

COMMENTS: _____

ADOPTED: _____ TICKET #: _____

VETERINARIAN MEDICAL VERIFICATION FORM

Office Use Only

Veterinarian: _____ Date: _____

GCAS Employee: _____ Veterinary Employee: _____

PET INFORMATION

#1 Name: _____ DOG/CAT Age: _____ Declawed Y/N M/F S/N

Date of Visit: _____
Rabies (1y/3y) _____ Dist (1y/3y) _____ Leuk Test _____ Leuk Vax _____ HW Test _____ HW Prev _____

Comments: _____

#2 Name: _____ DOG/CAT Age: _____ Declawed Y/N M/F S/N

Date of Visit: _____
Rabies (1y/3y) _____ Dist (1y/3y) _____ Leuk Test _____ Leuk Vax _____ HW Test _____ HW Prev _____

Comments: _____

#3 Name: _____ DOG/CAT Age: _____ Declawed Y/N M/F S/N

Date of Visit: _____
Rabies (1y/3y) _____ Dist (1y/3y) _____ Leuk Test _____ Leuk Vax _____ HW Test _____ HW Prev _____

Comments: _____

#4 Name: _____ DOG/CAT Age: _____ Declawed Y/N M/F S/N

Date of Visit: _____
Rabies (1y/3y) _____ Dist (1y/3y) _____ Leuk Test _____ Leuk Vax _____ HW Test _____ HW Prev _____

Comments: _____

#5 Name: _____ DOG/CAT Age: _____ Declawed Y/N M/F S/N

Date of Visit: _____
Rabies (1y/3y) _____ Dist (1y/3y) _____ Leuk Test _____ Leuk Vax _____ HW Test _____ HW Prev _____

Comments: _____

**RESOLUTION AUTHORIZING THE PURCHASE OF CELLULAR SERVICE FROM
VERIZON WIRELESS FOR THE COUNTY THROUGH STATE CONTRACT #A82583
IN AN AMOUNT NOT TO EXCEED \$75,000.00,
FROM NOVEMBER 1, 2019 TO OCTOBER 31, 2020**

WHEREAS, the County of Gloucester has a need to purchase cellular service for the Gloucester County; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase said wireless service from Verizon Wireless, in an amount not to exceed \$75,000.00, from November 1, 2019 to October 31, 2020 through State Contract #A82583; and

WHEREAS, the contract shall be for an estimated units of service, in an amount not to exceed \$75,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of 2020 is conditioned upon the approval of the 2020 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County's Qualified Purchasing Agent be authorized to purchase wireless service for the County of Gloucester from Verizon Wireless, in an amount not to exceed \$75,000.00, from November 1, 2019 to October 31, 2020 through State Contract #A82583; and

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, December 27, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD