County of Gloucester Corrections Sergeants Association
Fraternal Order of Police Lodge # 199
Fraternal Order of Police New Jersey Labor Council

And

The County of Gloucester
Board of Chosen Freeholders

# AGREEMENT

For the period of

January 1, 2011 through December 31, 2015

Prepared by
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TABLE OF CONTENTS


| | | Page Number |
|---|---|---|
| PREAMBLE | | 3 |
| ARTICLE NUMBER | ARTICLE | |
| ONE | RECOGNITION | 3 |
| TWO | WORK CONTINUITY | 4 |
| THREE | SEVERABILITY CLAUSE | 5 |
| FOUR | WORK PERFORMANCE | 5 |
| FIVE | FULLY BARGAINED CLAUSE | 5 |
| SIX | MANAGEMENT RIGHTS | 6 |
| SEVEN | NEGOTIATION PROCEDURES | 7 |
| EIGHT | NON DISCRIMINATION | 8 |
| NINE | ASSOCIATION RIGHTS | 8 |
| TEN | REOPENER PROVISION | 10 |
| ELEVEN | DUES DEDUCTIONS | 10 |
| TWELVE | AGENCY SHOP | 10 |
| THIRTEEN | ASSOCIATION/MANAGEMENT LIASON | 13 |
| FOURTEEN | GRIEVANCE PROCEDURE | 13 |
| FIFTEEN | EMPLOYEE RIGHTS | 16 |
| SIXTEEN | HEALTH AND SAFETY | 21 |
| SEVENTEEN | INSURANCE COVERAGE HEALTH BENEFITS | 23 |
| EIGHTEEN | WORKDAY OVERTIME AND CALL IN SENIORITY | 27 |
| NINETEEN | WAGES | 30 |
| TWENTY | HOLIDAYS | 31 |
| TWENTY ONE | VACATION LEAVE | 31 |
| TWENTY TWO | SICK LEAVE | 33 |
| TWENTY THREE | BEREAVEMENT LEAVE | 35 |
| TWENTY FOUR | OTHER LEAVE BENEFITS | 35 |
| TWENTY FIVE | UNIFORMS | 37 |
| TWENTY SIX | SGTS. REIMBURSEMENTS | 38 |
| TWENTY SEVEN | MISCELLANEOUS PROVISIONS | 39 |
| TWENTY EIGHT | DURATION | 41 |
| Appendix "A" Dental fee schedule for employee contribution. | | 42 |
| Appendix "B" Salary guide | | 43 |
| Appendix "C" Schedule | | 44 |

## PREAMBLE

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

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

## ARTICLE ONE

### RECOGNITION

1.1 BARGAINING UNIT. The Employer hereby recognizes the Association, affiliated with the N.J. F.O.P. Labor Council Inc., as the representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for all Corrections Sergeants employed by the Gloucester County Department of Corrections. The Employer will not negotiate any other or any additional terms and conditions of employment including those expressed in this agreement, with any individual or group of employees other than the authorized representatives of the bargaining unit. Specifically excluded from the aforementioned unit are Managerial executives, confidential employees, non-supervisory employees, police professional employees, craft employees, casual employees, rank and file employees, Lieutenants, Captains, and all other employees of the Gloucester County Department of Correctional Services.

1.2 USE OF TITLES. Whenever titles are used in this agreement, they shall be defined to include the plural as well as the singular and to include males and females.

1.3 REGULATIONS. The rules and regulations of the New Jersey Civil Service Commission, The Merit System Review Board and the Public Employment Relations Commission that apply to the employer and employees covered by this contract are hereby acknowledged to be part of this agreement. Those rules and regulations shall, when appropriate, be interpreted solely by the respective commissions.

1.4 MAINTENANCE OF STANDARDS. The rights of both the Employer and the Association shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights, shall be observed.

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

## ARTICLE TWO

## WORK CONTINUITY

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

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

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

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

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

## ARTICLE THREE

### SEVERABILITY CLAUSE

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

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

## ARTICLE FOUR

### WORK PERFORMANCE

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

## ARTICLE FIVE

### FULLY BARGAINED CLAUSE

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

## ARTICLE SIX

## MANAGEMENT RIGHTS

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

a) The executive management and administrative control of the county government and its properties, facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate, verifiable and efficient manner possible, for good and just cause, as may from time to time be determined by the Employer.

b) To make rules of procedures and conduct, to introduce and use new and improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

c) To subcontract for any existing or future service as determined necessary by the Employer however, no New Jersey Department of Personnel/ Civil Service job classification or position shall be eliminated by such action.

d) The rights of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the county after advance notice thereof to the employees and to require compliance by the employees is recognized. Any changes that adversely affect the terms and conditions of employment for members of this bargaining unit shall be properly negotiated with this bargaining unit prior to being implemented.

e) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees per existing Department of Personnel regulations.

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

g) To layoff employees in the event of lack of work, funds or under conditions where continuation of such work would be inefficient and non productive or for other legitimate reasons, however any reduction in position number that might

impact the safety of staff, inmate population or the public at large, would require negotiation with the bargaining unit.

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

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

## ARTICLE SEVEN

**NEGOTIATION PROCEDURES**

7.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer/Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment covering the personnel in this bargaining unit. Such negotiations shall begin no later than Ninety (90) days prior to when this agreement expires or a reopened provision of this agreement takes effect.

7.2 Any agreement so negotiated shall apply to all employees included in this bargaining unit, shall be reduced to writing, shall be signed by authorized representatives of the Employer and the members of the bargaining unit as represented by the Association.

7.3 The Employer agrees that there shall be no changes in the terms and conditions of employment as enumerated in this agreement during the lifetime of this agreement, except through negotiations between the parties under the terms of this agreement and through a properly executed memorandum of understanding.

7.4 Whenever any representative of the bargaining unit or any employee is mutually scheduled by the parties to participate during the employees scheduled working

hours in negotiations, grievance conferences or meetings, he/she shall suffer no loss in pay or other fringe benefits and shall be relieved from duty.

## ARTICLE EIGHT

### NON-DISCRMINATION

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

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

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

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

## ARTICLE NINE

### ASSOCIATION RIGHTS

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

9.2 RELEASE TIME. Whenever any representative of the Association or any employee participates during work hours in negotiations, grievance proceedings, conferences, or meetings which relate to Association business with management or the Employer, he shall suffer no loss in pay nor be required to make up such time. It is agreed that

such meetings shall be subject to mutual agreement by management and/or Employer and the Association.

9.3 BULLETIN BOARD. One (1) keyed glass door encased bulletin board (36"x 48") provided by the Employer and for the exclusive use of the Association. The location for the board shall be designated by the Association, subject to the approval of the Employer and his/her designee.

9.4 STATUTORY LEAVES. Representatives of the Association shall be granted leave to attend all authorized conventions / conference/ mini-conference as provided in and by statute N.J.S.A.40A:14-177.

9.5 RECOGNIZED REPRESENTATIVES. The Employer shall recognize and communicate with the Association's designated representative for information purposes pertaining to salary, benefits, or any other issues involving employees and the County Treasurer's Office. The Treasurer's Office shall be notified of the name of the representative.

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

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

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

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

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

## ARTICLE TEN

### RE-OPENER PROVISION

10.1 In the event of a substantial modification of job function of a class of employees, upon written request of the Association, the contract shall be re-opened on this issue only.

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

## ARTICLE ELEVEN

### DUES DEDUCTIONS

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

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

## ARTICLE TWELVE

### AGENCY SHOP

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

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

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

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

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

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

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

paycheck paid Ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

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

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

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

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

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

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

## ARTICLE THIRTEEN

### ASSOCIATION/MANAGEMENT LIASON

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

## ARTICLE FOURTEEN

### GRIEVANCE PROCEDURES

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

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

14.2 DEFINITIONS:

1) GRIEVANCE: A grievance is a claim by an employee, group of employees, or the Association/Representative on behalf of an employee or group of employees, based upon a claimed breach, misinterpretation or improper application of the terms of the four corners of this agreement; or

2) A claimed violation, misinterpretation, misapplication or violation of policies and

minor discipline determinations, shall have the sole remedy of the grievance procedure as stated in the Gloucester County Human Resources Manual, Sections 7.14 and 7.15.

3) AGGRIEVED PERSON: An aggrieved person is the person or persons, Association or their Representative making the claim.

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

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

(1) LEVEL ONE. A grievance may be filed in writing with the Deputy Warden, within Ten (10) calendar days of the occurrence of the grievance. Failure to act within said (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Deputy Warden shall review and/or meet with the appropriate Sergeants and shall render a written decision within Ten (10) calendar days after receipt of the grievance.

(2) LEVEL TWO. In the event a settlement has not been reached through LEVEL ONE Procedures, the grievance may be appealed to the Warden within Ten (10) calendar days following receipt of the determination of LEVEL ONE. The Warden or his/her designee 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.

(3) LEVEL THREE. In the event a settlement has not been reached through LEVEL TWO Procedures, the grievance may be appealed to the County Administrator or his/her designee within Ten (10) calendar days following receipt of the determination of LEVEL TWO. The County Administrator or his/her designee shall render a written determination within Ten (10) days following receipt of the grievance.

(4) LEVEL FOUR. In the event a settlement has not been reached through LEVEL THREE Procedures, the Association may, after determining the grievance is meritorious, submit the grievance to arbitration.

If the Association does not wish to pursue Arbitration an individual may not proceed beyond Level III.

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

1) The Association may submit the grievance to arbitration within Ten (10) calendar days following receipt of the LEVEL THREE determination or within Thirty (30) calendar days following submission of the grievance to LEVEL THREE. Such submission shall be pursuant to the rules of the New Jersey Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.

2) It is understood that arbitration shall be limited to grievances based upon the misinterpretation, application or violation of the four corners of the agreement as set forth in Article 14, Section 14.1 and 14.2.

3) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provisions of Section 14.4(1) of this article or PERC, or a court of jurisdiction.

4) The arbitrator may consider any past practice precedent needed to clarify ambiguous language of this agreement to the extent that use of such evidence shall not conflict with the terms of Article 5 of this agreement.

5) The arbitrator shall not add to, subtract from, or modify the terms of this agreement.

6) No more than one grievance or issue may be submitted to a single arbitrator in any single proceeding unless otherwise agreed to in writing by the parties.

7) The arbitrator's decision shall be in writing, setting forth the reasons therefore, and shall be transmitted to the parties, and shall be final and binding.

8) Sergeants, covered by this Agreement, who are called as witnesses of a grievance at a grievance hearing shall be granted time off without loss of pay. No additional time and/or compensation shall be given to an off duty witness.

14.5 COSTS. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the

hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring the same.

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

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

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

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

14.10 MISCELLANEOUS.

(1) All decisions set forth to the aggrieved person shall be set forth in writing and shall include an explanation and shall be transmitted promptly to the Association.

(2) All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants. This includes any filed Grievance, Negotiated Settlement and any Arbitration award.

(3) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives heretofore referred to in this Article.

## ARTICLE FIFTEEN

**EMPLOYEE RIGHTS**

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

(a) Prior to the placing of any material in the employee's personnel file, which could have an adverse effect on an employee's employment status, the employee shall be given the opportunity to review such material. This material shall be filed and stored in a secure area with access only to authorized personnel. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The employee may also submit a written response to such material within Ten (10) calendar days after he/she has reviewed the same, and his/her response shall be included in the employees personnel file. An Employee may, after reviewing their personnel file, place a statement of rebuttal or clarification in the file.

(b) Disclosure of personnel records pursuant to N.J.S.A. 47:1A-10 the Open Public Records Act (OPRA) the Employer and the Association agree that all personnel of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent and in accordance with the provisions thereto.

(c) All disciplinary records on employees shall be kept in the confidential County Personnel Department. Every effort shall be made to keep any files made on Sergeant personnel in a locked and secured facility. Each employee shall receive a copy of all documents critical of the employee or the employee's job performance and shall be required to sign such documents, which are to be placed in his/her personnel file.

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

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

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

(a) INVESTIGATIONS. All internal investigations, administrative and/ or criminal and all minor/major disciplinary charges, shall comply with all relevant state statutes and policies, including but not limited to the Attorney General's Guidelines and any amendments of that Guideline, Title 11 and Title 40.

(b) CHARGES. Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this agreement and are not otherwise unlawful or improper. Employees may be disciplined as set forth in accordance with a promulgated disciplinary policy. When the Employer or his/her designee imposes discipline, written notice of such discipline shall be given to the employee. Such notice shall contain the specific regulation violated and the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of discipline.

(c) HEARINGS. Any employee who has been charged shall be entitled to a hearing. Any employee who receives a preliminary notice of major disciplinary action pursuant to Civil Service Department of Personnel rules shall be allowed Five (5) days in which to request a departmental hearing.

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

(d) REPRESENTATION. An employee is entitled to have Association appointed representation/legal counsel at any disciplinary investigation/hearing and the rights as defined by the "Law Enforcement

Protection Act", "Weingarten", "Garrity" and "Loudermill". Employees, who are required as witnesses at such hearings as well as the Association representative, shall suffer no loss of regular straight time pay to appear at such investigation/hearing.

(e) 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.

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

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

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

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

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

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

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

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

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

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

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

15.7 MERIT SYSTEM EXAMINATIONS. Sergeants who are scheduled to take open competitive examinations for the position in which the Sergeant is provisional, or to take promotional examinations administered by the Department of Personnel of the State of New Jersey, for positions in County Corrections, shall be granted time off with pay to take such examinations if they are scheduled during the work shift of the Sergeant. Such privileges may not be abused.

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

## ARTICLE SIXTEEN

**HEALTH AND SAFETY**

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

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

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

16.4 HEALTH HAZARDS. Any employee required/requested to transport or is in contact with any person carrying or having an infectious disease shall be notified of such in advance, if known. The Employer agrees to take all reasonable precautions regarding protection for the employee. If a health hazard is not known until after an employee's contact, the Employer shall notify the employee as soon as possible, and any required medical exams and/or treatment shall be provided by the Employer at no cost to the employee and without loss of pay if during working hours.

16.5 BULLET/STAB RESISTANT VESTS. Any Corrections Sergeant who is assigned an outside duty or who is in direct contact with the public shall be issued Bullet/Stab resistant vest. Bullet/Stab resistant vest panels shall be replaced by the Employer according to manufacturer recommendations (expiration date) and shall be equivalent to the stopping power of department issued caliber. Vest carriers shall be replaced by the Employer on an as needed basis by a purchase order voucher system. Bullet/Stab resistant vests are required to be worn while on duty in uniform.

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

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

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

16.9 INOCULATIONS/SCREENING. The Employer shall make Hepatitis Inoculations, Influenza Inoculations and Hepatitis C screening available to all Sergeants covered by this agreement each year on a voluntary basis and without charge. The Association shall provide to the Employer a list of the Sergeants each year, who wish to participate in the above Inoculation/Screening. This is a voluntary participation by the employees and both eligibility restrictions and supply availability may apply. The screening if requested shall be done by the primary care physician of the employee or in cases of Workers Compensation that involve a screening then that physician shall administer the screening.

## ARTICLE SEVENTEEN

## INSURANCE COVERAGE—HEALTH BENEFITS

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

The Employer is a self-insured employer and shall provide the following health benefits for each Employee and his eligible dependents.

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

17.2 CARRIERS. The County of Gloucester is presently a "self-insured" agency using a third party Administrator.

(a) The Employer retains the right to change to the State Health Benefits Program or Private carrier providing that the coverage and benefits provided meet or exceed the present coverage.

(b). The Employer shall notify the Association at least Thirty (30) days in advance of any such change in order to provide the Association ample time to review the change being implemented.

(c). In the event the Association does not agree that the benefits are equivalent or superior, the Association shall then submit the matter directly to arbitration in accordance with Article 14, Section 14.4. Such arbitration decision shall occur prior to any such change

(d) The Open Enrollment period is November/ December effective the following February.

17.3 MEDICAL COVERAGE CONTRIBUTION and CO-PAYS

The Employees shall as per NJS have a one and one half (1.5%) percent of their pensionable base salary deducted from their annual pay to off set the cost of health care coverage. Said percentage shall be equally distributed and deducted from their bi-weekly pay.

The covered employees agree to replace the 1.5% stated in the above paragraph if the State of New Jersey changes the statute involving health care contribution by public employees. Effective with the signing of this Agreement, Employee contributions shall change in accordance with any changes in State law, once those changes become

effective. Upon those changes in State Law taking effect, the 1.5% stated in the above paragraph will be eliminated.

The co-pays for visits are:

| Patriot X | Patriot V |
|---|---|
| Doctors visit ten ($10) Dollars | Doctors visit five ($5) dollars |
| Specialist visit fifteen ($15) Dollars | Specialist visit five ($5) dollars |
| Emergency Room $35 | Emergency Room $25 |

17.4 PRESCRIPTION PLAN. The employee co-pay shall be

Retail Pharmacy
Five ($5) dollars for a generic prescription,
Fifteen ($15) dollars for brand name prescriptions
Twenty ($20) dollars for preferred brand name prescriptions.

Mail In Service
Mail in service is available for 90 day maintenance medication.

Generic substitutions will be mandatory whenever available unless the physician specifies a name brand drug only.

Syringes and contraceptives shall be covered by the plan.

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

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

17.6 DENTAL PLAN. The Employer shall continue to provide dental insurance in accordance with the Indemnity Plan for employees only, at a cost to the Employer which shall not exceed Thirty One (31) dollars. There shall be no deductible for any of the services provided under the plan. As an alternative to the Indemnity Plan, the Employer shall offer coverage through a Dental Plan Organization, the terms of which shall be



R.D. C.B.
M.G. S.B.

agreed upon by the Employer and the Association. Employees who elect to enroll in the Dental Plan Organization may also enroll their dependents. However, in no case shall the Employer be required to pay a higher monthly premium for any such employee than it would have paid for employee only coverage under the Indemnity Plan. Any premium costs incurred by an employee in excess of the Indemnity Plan rates will be paid by the employee through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Open enrollment periods for the dental plans shall be in November/December of each year, for coverage to be effective February of following year. SEE APPENDIX "A"

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

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

1) In the case of a self-funded plan, premiums shall reflect anticipated costs to the Employer of providing the insurance, using actual estimates or experience factors.

2) Employees on active pay status shall be required to contribute toward the costs of medical insurance to the extent that the monthly premium for their selected coverage exceeds the applicable premium for the indemnity plan or the Aetna Health Care Plan, whichever is higher.

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

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

17.10 DEATH OF ACTIVE EMPLOYEE.

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

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

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

a) Employees shall be permitted to waive Employer provided coverage only upon furnishing proof of other medical coverage through a spouses' employer or other source.
b) The waiver provision does not apply to employees who are covered by another member of the family that is employed by Gloucester County. This is considered multiple coverage and employees who are covered under our plan are not entitled to the waiver incentive.
c) Employees who waive medical or prescription coverage shall receive a monthly payment in lieu of insurance, depending upon the type of coverage for which they are otherwise eligible, as set forth below:

| | MEDICAL | PRESCRIPTION |
|---|---|---|
| 1) EMPLOYEE-ONLY | $100.00 | $25.00 |
| 2) PARENT-CHILD | $150.00 | N/A |
| 3) HUSBAND-WIFE | $175.00 | N/A |
| 4) FAMILY | $250.00 | $50.00 |

c) Waiver of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent November open enrollment period or unless the employee loses his/her alternative coverage (as, for example, by the termination of a spouses employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employers Health Benefits Program shall receive coverage within sixty (60) days of notification.

d) Waivers of coverage shall take effect February 1st following the employee's election. The Employer will thereupon make payments to the employee, in lieu of insurance, as set forth in the applicable schedule. Payments shall commence by the end of February and will continue thereafter while the waiver of coverage remains in effect.

e) Employees who have waived coverage or plan to apply for post retirement medical or prescription coverage must be re-enrolled in their respective plans not less than One (1) year prior to retirement.

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

17.13 Employees with more then twenty (20) years of creditable service but less then twenty-five (25) years of creditable service, in the event the County of Gloucester terminates employees for reason of privatization, the employee may opt to continue health care coverage with the County Health Care Plan with the employer contributing thirty (30%) percent and the terminated employee paying seventy (70%) percent of the costs of active employees at the time of termination in monthly payments. If the cost of the health benefits changes from time to time the percentages continue to apply to each party regardless of change in cost.

## ARTICLE EIGHTEEN

## WORKDAY OVERTIME AND CALL IN SENIORITY

18.1 WORKDAY. Employees shall be scheduled to work a Twelve (12) hour shift, or an average eight (8) hour shift. The Employer reserves the right to create and fill up to four (4) eight (8) hour job positions, in addition to the current sixteen (16) or more, twelve (12) hour shift positions presently being filled.

Sergeants currently working twelve (12) hour shift positions shall not be required to work the eight (8) hour job position except if they choose to bid on such position. This does not preclude any one (1) of the sixteen (16) or more Sergeants from voluntarily working the eight (8) hour job position.

The maximum amount of eight (8) hour job positions shall be four (4). The eight (8) hour job position will consist of an average forty (40) hour work-week based on a flex time basis and includes a minimum of eighty-four hours in a work pay period. The standard schedule hours without flextime shall be 0600 to 1400, 0700 to 1500, 0800 to 1600, or 0900 to 1700 hours. The Sergeant working the flextime shall amend those standard schedule time to benefit the department and to minimize any potential overtime costs due to their assignments. There shall be one (1) thirty (30) minute meal break, and all Leave

time will be assessed hour for hour. The eight hour positions are based on 2184 annual hours.

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

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

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

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

The work period for employees on an Eight (8) hour job position shall consist of five (5) consecutive eight (8) hour days described in Appendix "C" in addition to the basic scheduled hours the employee shall for the efficiency and effectiveness of the department work an additional four (4) hours in the two week pay period. The employee is responsible for notification and tracking of those four (4) hours.

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

For employees working Eight (8) hour shifts, each eight (8) hour work day shall be considered as One (1) full day for purposes of Vacation Leave, Personal Leave, Bereavement Leave, Administrative Leave, Association Leave and Training. Eight (8) hours of sick leave shall be assessed (hour for hour) for sick leave utilization on any given workday.

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

18.5 OVERTIME.

(a) The work period for employees scheduled on Twelve (12) hour shifts shall, in accordance with the Fair Labor Standards Act, Section 207 (K), and 29 CFR Part 553.230, consist of a Fourteen (14) day work period totaling no more than Eighty Four (84) hours. The Employer has agreed to pay overtime, in accordance with the rate set forth in Article 18 Section (b) of this agreement for hours worked in excess of Eighty Four (84) hours in the course of the aforementioned Fourteen (14) day work period. Overtime may at the employee's discretion be taken either as financial compensation or compensatory time compensation or a combination of both (see 18.k).

(b) The overtime rate of pay, unless otherwise stated under the terms of this agreement shall be computed on the basis of One and One half (1-1/2) times the employees hourly rate for purposes of calculating the overtime rate, the employees hourly rate derived by dividing the sum of his/her base pay by the sum of 2184 hours.

(c) Overtime shall include any necessary travel time for official business as per Fair Labor Standards Act.

(d) In the event that overtime work is required, the Employer shall attempt to secure volunteers within the rank of Sergeant based upon seniority as long as the employee is fit for duty, prior approved time off shall not disqualify the employee for such assignment. If unable to secure volunteers, Sergeants may be required to work overtime. Such "mandatory overtime" shall be based on reverse seniority except in an emergency situation. All Sergeants shall be eligible and required to work overtime on a rotating basis. It is understood that voluntary/mandatory overtime shall be distributed as equitably as possible. Overtime shall be distributed in accordance with the terms of this agreement.

(e) 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.

(f) The Shift Supervisor shall determine the overtime procedure and the Employer or his/her designee shall promulgate an S.O.P. on an overtime call in protocol.

(g) No upgrades from the rank and file to the Sergeants Position(s) shall be permitted until all unit employees are given opportunity to work the overtime.

(h) If the Employer or his/her designee elects to utilize overtime for any reason, the overtime list shall be utilized for all pre/post shift overtime.

(i) If the Employer inadvertently skips over an employee in seeking to fill overtime needs, then that affected employee's chance for overtime shall be equalized by putting that employees name first on the overtime list for the next available call in.

(j) If overtime work falls in a work week in a pay period that includes a Monday holiday, the overtime will be paid in the succeeding pay day.

(k) If an employee chooses to accept compensatory time they may either take the time as compensatory time (at the 1 ½ rate) and will attempt to utilize it within ninety (90) days from the date earned. If not used within the 90 day period, permission to extend the period must be sought from the Warden or designee. If the Warden or designee grants the extension, they shall be permitted to carry over an amount of up to ninety six (96) hours into the following year. Any hours that exceed the 96 hour limit worked between November 1st and December 31st will be paid out at the Employee's overtime rate. The use of compensatory time can be in a minimum of a two (2) hour block or up to a full day. Comp time is a volunteer participation process. Comp time may not be used when two (2) Sergeants are off due to vacation or compensatory time leave (see Article 21.7). No compensatory time may be taken on a holiday. No employee may carry over to the following year more than 96 hours of accrued compensatory time. Any unused compensatory time shall be paid to the Employee at time of retirement or separation from employment.

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

## ARTICLE NINETEEN

**WAGES:**

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

19.2 Effective 1/1/11 the employees covered under this Agreement and future employees covered under this Agreement do not receive any longevity compensation,

reward, or bonus. Existing employees have had such compensation rolled-into base salary and new employees hired after 1/1/11 are not eligible.

19.3 GRAND JURY AND COURT TIME. Any Sergeant required to appear before any court or Grand Jury on a work related matter shall either receive the time off, compensatory time or the financial overtime rate of pay if applicable.
Any Sergeant who institutes charges that are work related and must attend any court session or Grand Jury hearing during work hours shall be granted such time off, with pay, or if attendance is required during off duty shall receive overtime pay if applicable.

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

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

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

## ARTICLE TWENTY

**HOLIDAYS**

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

*NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENT'S DAY
LINCOLN'S BIRTHDAY
GOOD FRIDAY
MEMORIAL DAY
*INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
ELECTION DAY
VETERANS DAY
*THANKSGIVING DAY
THANKSGIVING FRIDAY
*CHRISTMAS DAY

"*" indicates premium holidays

(a) In the event a Sergeant is regularly scheduled to work on New Year's Day, Independence Day, Thanksgiving Day and/or Christmas Day, the Sergeant shall be compensated for such work at Two (2) times the Sergeant's regular straight time rate of pay.

(b) Overtime work on all holidays shall be compensated at Two and One half (2-1/2) times the Sergeant's regular straight time rate of pay.

(c) Twelve (12) hour Sergeants shall follow the schedule and holiday observation according to the GC Correction Department. Eight (8) hour Sergeants shall follow the County of Gloucester Administration schedule of observance. They shall not be required to work these 14 holidays.

## ARTICLE TWENTY ONE

### VACATION LEAVE

21.1 VACATION LEAVE. All Sergeants shall receive the following vacation leave per calendar year (Jan.-Dec.)
Classification Sergeant can not be off vacation leave at the same time as the Operations Lieutenant. The Training Sergeant can not be off vacation leave at the same time as the Training Lieutenant. This clause only pertains to any vacation request submitted after March 1st of that calendar year. After March 1st of the calendar year vacation leave time will be granted on a first-come first-serve basis. This is only for vacation, and does not include any other leave time (emergency vacation, sick, bereavement, union time, administrative leave, etc.)

Tier 1
Tier 1 Sergeants those employed as of January 1, 2011 receive the following:

| YEARS OF SERVICE | VACATION DAYS |
|---|---|
| Beginning the 2nd-4th year | 12 Workdays |
| Beginning the 5th-11th year | 15 Workdays |
| Beginning the 12th-19th year | 20 Workdays |
| Beginning the 20th-25th year | 25 Workdays |

| | | |
|---|---|---|
| Beginning the | 26th year | 30 Workdays |

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

Tier 2
Tier 2 Sergeants those employed after January 1, 2011 receive the following:

| | |
|---|---|
| 0-1 year | 1 per month of employment up to 5 days |
| 1-5 years | 10 days |
| 6-15 years | 15 days |
| 16 and over | 20 days |

21.2 EMERGENCY VACATION LEAVE. Each Sergeant covered by this agreement shall be granted five (5) emergency vacation leave days which are inclusive of the vacation leave days received and shall be granted upon request up to one (1) hour prior to the Sergeant's usual reporting time subject to staffing needs. Two (2) days automatically approved without question, Three (3) days subject to approval and staffing needs. Such requests shall not be unreasonably denied. If an emergency vacation leave request is for a premium holiday the Sergeant requesting such leave may be required to submit official proof of the emergency or of his/her inability to work the holiday at the discretion of Warden or his designee.

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

21.4 CARRYOVER. A Sergeant shall be allowed to carryover eight (8) earned vacation leave days per year. If a request is made, it must be in writing for over eight (8) days to the Warden and no later then October 1st of the current year to be carried forward.

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

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

21.7 VACATION SELECTION. Vacation leave selection will be determined in accordance with seniority as defined by this agreement. The maximum number of

Sergeants to be granted scheduled vacation leave and/or compensatory time at any given time is two (2) per shift.

The two (2) Sergeants permitted vacation leave and/or compensatory time shall not be affected by emergency vacation leave, administrative leave, bereavement leave, or association leave or training.

21.8 VACATION SCHEDULING. The Employer shall provide a window period from January 1st thru March 1st, during which Sergeants may (but shall not be required to) submit requests for Vacation Leave during the balance of the year.

(a) Vacation Leave requests of Five (5) or more consecutive days submitted prior to March 1st of each calendar year and unless a Sergeant is notified within Seven (7) days thereof, Vacation Leave selected shall be deemed granted.

(b) Vacation Leave requests of Five (5) days or less shall be granted by the Employer or his/her designee upon Twenty Four (24) hours notice if no more than two Sergeants are granted Vacation Leave, excluding Emergency Vacation Leave, Sick Leave, Bereavement Leave, Administrative Leave and Training. The Employer or his/her designee may waive the Twenty Four (24) hour notification requirement subject to the discretionary language of Article 21, Section 21.3.

(c) Vacation Leave approval is subject to the work required by the Employer, shall not be unreasonably denied and any such denials shall not be subject to the grievance and arbitration provisions of the agreement

(d) Any Sergeant who exhausts all of his/her Vacation Leave in any one year shall not be credited with any additional paid vacation Leave until the beginning of the next calendar year. Any violation of or use of additional vacation days shall lead to a disciplinary action.

## ARTICLE TWENTY TWO

**SICK LEAVE**

22.1 POLICY.
Tier 1
For Tier 1 employees, those hired prior to January 1, 2011 The minimum Sick Leave with pay shall accrue to any full time employee on the basis of Ten (10) hours per month during the remainder of the first calendar year of employment after initial appointment and thereafter, each Sergeant shall be granted One Hundred and Twenty (120) hours, Ten (10) days of Sick Leave and shall be assessed (hour for hour) for Sick Leave utilization

on any given workday. All unused Sick Leave in any calendar year shall accumulate from year to year.

Tier 2
For Tier 2 employees those hired after January 1, 2011 the following applies:
Sick leave for Tier 2 employees are earned one (1) day per month for a total of eight (8) days in the first year of employment and eight (8) days equal to ninety six (96) hours additional hours each January are provided for use or accrual. The sick days are accumulative without a limit.

22.2 SICK LEAVE UTILIZATION. Sick Leave is defined as the absence from duty of a Sergeant who because of personal illness or bodily injury is unable to perform the usual duties of his/her position, exposure to contagious disease, a period of emergency attendance upon a member of the "IMMEDIATE FAMILY" seriously ill and requiring said presence of the Sergeant.

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

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

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

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

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

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

(a) Failure to follow Verification of Sick Leave procedures may result in a denial of Sick Leave for that specific absence, and be considered insubordination and may constitute cause for discipline. A Sergeant who exhausts all of his/her paid Sick Leave in any one year shall not be credited with additional paid Sick Leave until

the beginning of the next calendar year. Any such unauthorized use shall be cause for discipline.

(b) If sick leave is used on a premium holiday, verification of that sick leave must be turned in within 7 working days.

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

## ARTICLE TWENTY THREE

### BEREAVEMENT LEAVE

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

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

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

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

Documentation for approved Bereavement leave shall be provided no later then seven working days from the date returned to work.

## ARTICLE TWENTY FOUR

### OTHER LEAVE BENEFITS

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

(a) It is understood that all Corrections Sergeants are considered to be on duty Twenty Four (24) hours per day while in the State of New Jersey. Any Sergeant who suffers an injury or illness while in the performance of his/her duty shall receive all benefits to which he/she may be entitled as provided by the County Workers Compensation Insurance Carrier. The Board of Chosen Freeholders has declared that it will supplement the insurance check for two thousand one hundred and eighty-four (2184) working hours.

(b) Time off under a Workers Compensation claim is subject to approval of the Workers Compensation Insurance Carrier. Sergeants may choose to use Sick Leave, Vacation Leave, Administrative Leave or docked time while the claim is being processed. Once a claim is validated, the Sergeant shall be reimbursed for time off in relation to the claim, any Sick Leave, Vacation Leave and Administrative Leave utilized through this process will automatically be reinstated to the Sergeant.

(c) Additionally, Gloucester County participates in a "LIGHT DUTY" work program. Should restrictions of work duties be imposed, the Employer will follow the necessary procedures as mandated by New Jersey Workers Compensation Laws and as outlined in the Gloucester County Human Resources Manual Chapter 5, Section 7.

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

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

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

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

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

24.5 ADMINISTRATIVE LEAVE. Sergeants shall be allowed three (3) days off annually, with pay, for personal business, personal affairs or emergencies that can not be disposed of outside working hours. This is to include before/after Vacation Leave In the event of emergency situations when Administrative Leave is used with less than twenty four (24) hours notice, the Sergeant may be required to submit supporting documentation for the absence. The Employer or his/her designee may at their discretion waive the twenty four (24) hour notice requirement with sufficient documentation and if circumstances warrant. It is understood that in order to maintain sufficient service levels, the Employer reserves the right to deny a request for Administrative Leave if services would be interrupted hindered or obstructed on premium holidays.

## ARTICLE TWENTY FIVE

**UNIFORMS**

25.1 MAINTENANCE ALLOWANCE.
For employees covered under this Agreement there is no uniform maintenance allowance provided by the County of Gloucester or the GC Corrections Department.

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

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

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

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

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

## ARTICLE TWENTY SIX

### SERGEANTS REIMBURSEMENTS

26.1 MILEAGE. When a Sergeant is required to use his/her personal automobile during a working tour for official business, (e.g. training, meetings) reimbursement for such use (exclusive of travel to and from work) shall be at the Internal Revenue Service (IRS) rate.

26.2 MEALS. A Sergeant shall be reimbursed for meals up to the following amounts per day if he/she is required to be outside of the County on official business (e.g. training, meetings) during the normal meal hours: Breakfast; Five (5) dollars, Lunch; Ten (10) dollars and Dinner; Fifteen (15) dollars.

(a) Sergeants shall also receive the above reimbursement if he/she is required to be away from any County Facility for a continuous period of Four (4) hours or more.

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

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

## ARTICLE TWENTY SEVEN

### MISCELLANEOUS PROVISIONS

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

27.2 SCHEDULED CLASS TRAINING. The Employer shall provide training which is aimed at skills, development and improvement in order to afford Sergeants greater opportunity for performance improvement and promotional growth, in addition to yearly recertification. Subject to the approval of the Employer, each Sergeant covered by this agreement may be entitled to a minimum of up to forty (40) hours in each calendar year toward any type of Supervisory courses or seminars. Training shall include but not limited to riots, cell extractions, major disturbances, natural disasters, M.O.I. (Methods of Instruction), F.T.O. (Field Training Officer) and required courses. A Sergeant may request training in areas with the approval of the Warden or his/her designee and shall not be unreasonably denied. Equitable training opportunities shall be given to all Sergeants covered by this agreement at the discretion of the Warden or his/her designee. Each Sergeant's schedule shall accommodate such training. A training day for the purpose of this agreement shall be considered the equivalent of one (1) work day (to include travel/meal time) A training day for the purpose of this agreement shall be the equivalent of one work day including travel and meal time for scheduled classes of four (4) hours or more.

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

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

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

27.6 LOCKER ROOM. The Employer shall make available, when feasible, individual lockers in the male and female locker room for all Sergeants covered by this agreement.

27.7 SERGEANTS OFFICE. The Employer shall make available, when feasible, an office for all Sergeants covered by this agreement. This office shall be utilized for paperwork, files, report writing, computer use, outside phone use, officer counseling and officer on the job training.

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

27.9 TRANSPORTATION. Sergeants who are required to transport prisoners, shall, whenever possible and practical, to be selected to be of the same sex as the prisoner to be transported.

(a) At no time shall any one (1) Sergeant be required to transport more than three (3) prisoners.

1) Minimum security prisoners are excluded from this provision. Minimum security prisoners are defined as: ROAD GANG, WEEKENDERS AND WORK RELEASE.

(b) At no time shall any one (1) Sergeant transport a prisoner of the opposite sex without being accompanied by an Officer, Sergeant and/or Lieutenant of the same sex of the prisoner except in extreme emergencies or life threatening injuries.

(c) All official vehicles provided by the Employer for utilization of Sergeants in the performance of their duties will be caged vehicles; radio equipped and shall be properly maintained by the Employer.

## ARTICLE TWENTY EIGHT

**DURATION**

28.1 EFFECTIVE DATE. This agreement shall be effective from January 1, 2011 and shall remain in full force and effect through December 31, 2015, subject only to the Gloucester County Corrections Sergeants Associations right to negotiate a successor agreement

(a) Negotiation for a successor agreement shall commence during the month of September 2014 by either party to this agreement notifying the other in writing of its decision to modify or extend the provisions of this agreement

IN WITNESS WHEREOF, the Employer and the Association have caused this agreement to be signed by their duly authorized representatives as of this 1st Day of August 2011

| GLOUCESTER COUNTY CORRECTION SERGEANTS ASSOCIATION | BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER |
|---|---|
| BY Michael P. Gu[illegible] | BY [illegible] Robert M. Damminger |
| BY [illegible] | BY Chad M. B[illegible] Chad M. Bruner |
| BY _____ | BY _____ |
| BY _____ | BY _____ |

# APPENDIX "A"

DENTAL:

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

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

DELTA DENTAL PREMIER PLAN:

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

DELTA CARE/ FLAGSHIP PLAN:

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

One party is single coverage
Two parties is husband and wife or parent and child
Three parties is family or parent and children

For contract years 2012, 2013, 2014 and 2015 an Addendum shall be added to this Agreement Appendix "A" showing each years rates and costs as they become effective. For contract years 2012-2014, an addendum to appendix A shall be provided upon request.

# APPENDIX "B"

SALARY GUIDE:

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

TIER 1 employee salary guide:
The Tier 1 Employees are placed in the appropriate Level of the salary guide for 2011. Employees shall receive a yearly increment effective January 1st of each year. Employees in Level 1, 2, 3, or 4 shall remain in that classification Level for the duration of this Agreement.

The year(s) of service is defined as the number of years that have passed from the date of hire with the County of Gloucester and the 1st of January 2011. (example: DOH 3/5/2003 = 11 years of service = Level 2).
Level 1 included service from zero (0) years and up to eight (8) years
Level 2 included services at the beginning of the ninth (9) year and up to the twelve (12) year
Level 3 included services at the beginning of the thirteenth (13) year and up to the sixteenth (16) year
Level 4 included service at the beginning of the seventeenth (17) year of service

| Level: | 2011 | 2012 | 2013 | 2014 | 2015 |
|---|---|---|---|---|---|
| 1 | 89,989 | 91,789 | 93,625 | 95,497 | 97,407 |
| 2 | 91,789 | 93,625 | 95,497 | 97,407 | 99,355 |
| 3 | 93,625 | 95,497 | 97,407 | 99,355 | 101,342 |
| 4 | 95,497 | 97,407 | 99,355 | 101,342 | 103,368 |

TIER 2 employee salary guide.

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

# APPENDIX "C"

SCHEDULE:

The following represents the standard twelve hour schedule and the standard eight hour (flex) schedule. Each eight (8) hour employee will be working four (4) hours flex time per pay period.

TWELVE HOUR SCHEDULE

WEEK (1)

| SHIFT | S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|---|
| A | X | D | D | X | X | X | X |
| B | D | X | X | D | D | X | X |
| C | X | N | N | X | X | N | N |
| D | N | X | X | N | N | X | X |

WEEK (2)

| SHIFT | S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|---|
| A | D | X | X | D | D | X | X |
| B | X | D | D | X | X | D | D |
| C | N | X | X | N | N | X | X |
| D | X | N | N | X | X | N | N |

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

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

X = OFF

EIGHT HOUR SCHEDULE

| | S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|---|
| 0600-1400 | X | D | D | D | D | D | X |
| 0700-1500 | X | D | D | D | D | D | X |
| 0800-1600 | X | D | D | D | D | D | X |
| 0900-1700 | X | D | D | D | D | D | X |

**Fraternal Order of Police**
**New Jersey Labor Council**
**Gloucester County Corrections Sergeants Association FOP #199**
**And**
**The County of Gloucester**

# Memorandum of Agreement

The following is the full and complete understanding of a certain issue that had been reviewed and agreed to by The Gloucester County Corrections Sergeants Assoc. FOP Lodge #199 and Gloucester County Administration in an effort to maintain morale, and authorize an addendum to correct an inadvertent error that occurred in the Collective Bargained Agreement dated 2011-2015:

The following issues have been agreed to:

This Memorandum of Agreement shall act as an Addendum to the Collective Bargaining Agreement dated January 2011 through December 2015.

1. An omission of Article 22 Section 6 stating "That upon retirement an amount of fifty percent (50%) of accrued sick leave value will be paid at retirement to a maximum of Fifteen thousand dollars ($15,000) that should have been detected prior to signing of the CBA by both parties will be reinstated immediately.
2. All new employees as of January 1, 2011 and subject to the Tier 2 status shall not be eligible for the accrued sick time payout benefit.

By the signing of this Memorandum of Agreement the FOP # 199 the GCCSA Unit and the Administration of the County of Gloucester agree that the issue addressed in this Memorandum of Agreement will be satisfied and implemented and that this MOA becomes a permanent part of the CBA dated January 1,2011 through December 31,2015

Mr. Chad Bruner, Administrator

Mr. Steve Bajewicz, President FOP #199

Dated 3-8-12

**GLOUCESTER COUNTY / FRATERNAL ORDER OF POLICE, LODGES # 97; 199 & 165**
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into as of this 29th day of May, 2013, by and between **FRATERNAL ORDER OF POLICE LODGE 97** ("FOP") and the **COUNTY OF GLOUCESTER** ("County"). The FOP and the County are referred to collectively herein as "the Parties."

**WHEREAS,** the Parties have been engaged in negotiations for the resolution Gloucester County Law Enforcement Lodge # 97, et al v. Burlington County Board of Chosen Freeholders et al, Docket No. BUR-L-1099-13 ("Complaint");

**NOW, THEREFORE,** the Parties agree to the following consideration and terms of agreement:

1. Plaintiffs must dismiss with prejudice Gloucester County Law Enforcement Lodge # 97, et al v. Burlington County Board of Chosen Freeholders et al, Docket No. BUR-L-1099-13 ("Complaint") and any known and unknown claims against the Defendants arising from all the agreements to house inmates outside of Gloucester County; and

2. All members of FOP lodges # 97, 199 and 165 who have obtained twenty years of service credit on or before July 1, 2013 will be offered an Early Retirement Incentive as set forth in Chapter 59 that shall be funded by the State of New Jersey.

3. The County will not layoff beyond the 56 staffed positions but will only consider attrition of the workforce if needed during the duration of the contracts with other counties.

4. The County stipulates that a break in service will be consistent with the length of the collective bargaining agreement (thereafter bargained), meaning if the county recalls a laid-off officer for employment, the officer shall be retained and compensated in the same position they were laid off in.

5. If any of the Plaintiffs (FOP lodge #97, 199 and 165) fail to agree to the above terms by May 29, 2013, the offer for the Early Retirement Incentive to all members will be revoked in its entirety by the State.

Per the conditions set forth above in this agreement the State has agreed to fund the early retirement incentive under chapter 59 to all eligible officers.

Upon notice that FOP lodges # 97, 199 and 165 accept this offer, the County of Gloucester will provide a formal settlement agreement for review and execution.

DATE: 5-29-2013

For the FOP:

PRESIDENT, FOP 165

PRESIDENT, FOP 199

PRESIDENT, FOP 97

For the COUNTY:

COUNTY ADMINISTRATOR

**GLOUCESTER COUNTY / FRATERNAL ORDER OF POLICE, LODGE # 199**
**MEMORANDUM OF UNDERSTANDING – July 22, 2013**

This Memorandum of Understanding is entered into as of this 22nd day of July, 2013, by and between **FRATERNAL ORDER OF POLICE LODGE 199** ("FOP") and the **COUNTY OF GLOUCESTER** ("County"). The FOP and the County are referred to collectively herein as "the Parties."

**WHEREAS,** the Parties have been engaged in negotiations for the resolution;

**NOW, THEREFORE,** the Parties agree to the following consideration and terms of agreement:

1. Any overtime worked 24 hours before or 24 hours after a Sergeant uses any sick leave, will not be counted towards overtime worked. The Sergeant will be compensated at the straight rate of pay for all sick hours used during this time;
2. Reinstatement of demoted Sergeants shall be placed to Tier one within Lodge #199 contract and follow the pay scale accordingly, effective 7/1/2013. Upon placement in a vacant sergeant's spot the sergeant will be replaced to the salary level that they were removed from and follow the pay scale accordingly. These sergeants will be serving in a working sergeant capacity until a vacant sergeant position becomes available, at which point they will be placed back into a sergeant position;
3. Schedules will be 0600-1800/1800-0600 for Shift Commanders and HED, 0700-1900 for Classification, 0500-1330 and 1130-2000 for Transportation;
4. Staffing minimums for HED and Classification will be ONE (1) allowing one off Vacation/Administrative Leave (ONE (1) C/O or ONE (1) Sgt), Staffing minimums for Transportation will be FOUR (4) teams of TWO (2) (pending daily workload) allowing TWO (2) off Vacation/Administrative Leave ( TWO (2) C/Os or TWO (2) Sgts or ONE (1) C/O and ONE (1) Sgt). Vacations will be approved by County time (most senior) in HED, Classification and Transportation. It is understood that in order to maintain sufficient staffing levels, the Employer reserves the right to deny a request for Vacation/Administrative Leave if services would be interrupted, hindered or obstructed.
5. The overtime lists will be, HED (only the 8 in HED), Transportation ( 4 Classification, 7 on loan, 10 Transports, 4 on A,B,C,D Shift), Supervisors (4 Lts and 4 Sgts) and hospital duty ( all GCDOC employees); and
6. Upgrades will be done as we have been in the past, the most senior Sgt gets the upgrade and if there are no Sgts it will be the most senior C/O.

DATE: 7/22/2013

For the FOP:

PRESIDENT, FOP 199

For the COUNTY:

COUNTY ADMINISTRATOR

**GLOUCESTER COUNTY / FRATERNAL ORDER OF POLICE, LODGE # 199**
**MEMORANDUM OF UNDERSTANDING – July 25, 2013**

This Memorandum of Understanding is entered into as of this 25th day of July, 2013, by and between **FRATERNAL ORDER OF POLICE LODGE 199** ("FOP") and the **COUNTY OF GLOUCESTER** ("County"). The FOP and the County are referred to collectively herein as "the Parties."

**WHEREAS,** the Parties have been engaged in negotiations for the resolution;

**NOW, THEREFORE,** the Parties agree to the following consideration and terms of agreement:

1. Any overtime worked 24 hours before or 24 hours after a Sergeant uses any sick leave, will not be counted towards overtime worked. The Sergeant will be compensated at the straight rate of pay for all sick hours used during this time;
2. Reinstatement of demoted Sergeants shall be placed to Tier one within Lodge #199 contract and follow the pay scale accordingly, effective 7/1/2013. Upon placement in a vacant sergeant's spot the sergeant will be replaced to the salary level that they were removed from and follow the pay scale accordingly. These sergeants will be serving in a working sergeant capacity until a vacant sergeant position becomes available, at which point they will be placed back into a sergeant position;
3. Schedules will be 0600-1800/1800-0600 for Shift Commanders and HED, 0700-1900 for Classification, 0500-1330 and 1130-2000 for Transportation;
4. Staffing minimums for 12 HOUR TRANSPORTATION, HED and Classification will be ONE (1) allowing one off Vacation/Administrative Leave (ONE (1) C/O or ONE (1) Sgt), Staffing minimums for Transportation will be FOUR (4) teams of TWO (2) (pending daily workload) allowing TWO (2) off Vacation/Administrative Leave ( TWO (2) C/Os or TWO (2) Sgts or ONE (1) C/O and ONE (1) Sgt). Vacations will be approved by County DOC time (most senior) in HED, Classification and Transportation. It is understood that in order to maintain sufficient staffing levels, the Employer reserves the right to deny a request for Vacation/Administrative Leave if services would be interrupted, hindered or obstructed.
5. The overtime lists will be, HED (only the 8 in HED BY COUNTY DOC TIME), Transportation ( 4 Classification, 7 on loan, 10 Transports, 4 on A,B,C,D Shift BY COUNTY DOC TIME), Supervisors (4 Lts and 4 Sgts) and hospital duty ( all GCDOC employees BY COUNTY DOC TIME); and
6. Upgrades will be done as we have been in the past, the most senior Sgt gets the upgrade and if there are no Sgts it will be the most senior C/O.

DATE: 7/25/13

For the FOP:

PRESIDENT, FOP 199

For the COUNTY:

COUNTY ADMINISTRATOR

**GLOUCESTER COUNTY / FRATERNAL ORDER OF POLICE, LODGE # 199**
**MEMORANDUM OF UNDERSTANDING –**

This Memorandum of Understanding is entered into as of this 12th day of February 2014, by and between FRATERNAL ORDER OF POLICE LODGE 199 ("FOP") and the COUNTY OF GLOUCESTER ("County"). The FOP and the COUNTY are referred to collectively herein as "the Parties".

**WHERAS,** the Parties have been engaged in negotiations for the resolution;

**NOW, THEREFORE**, the Parties agree to the following consideration and terms of the agreement:

1. Holidays Article 20.1.

D. Lincolns Birthday will be replaced and now be called a personal holiday. Employees shall be permitted to take their personal holiday in the same manner as administrative leave. Additional Holidays shall be granted as legally mandated or by determination of the employer. Holidays that fall on Saturday will be observed on Friday and Holidays that fall on Sunday shall be observed on Monday.

2. Grievance Procedure Article 14.3 (1).

Level One: A grievance may be filed in writing with the Administrative Lieutenant within ten (10) calendar days.

3. Transportation Article 27.9.

   a. Employees who are required to transport prisoners will, whenever possible and practicable, be selected to be same sex as the prisoner to be transported.
   b. At no time shall any one officer be required to transport more than three (3) prisoners. Minimum security prisoners are excluded from this provision. Minimum security prisoners are defined as Road Gang/Outside Detail workers.
   c. All official vehicles provided by the Employer for utilization of employees in the performance of their duties will at a minimum be solid screened caged vehicles.
   d. Official vehicles provided by the Employer for the utilization of the employees will be radio equipped and will be properly maintained by the Employer.
   e. Official vehicles provided by the Employer will all comply with emergency vehicle light designation. All vehicles will be equipped the same and placement of equipment will be the same. The only change to this will be if mutually agreed upon between GCCSA/FOP # 97/GCSOA and Employer due to new technology or vehicle model changes.

4. Staffing Minimums (MOU dated July 2013)

Staffing minimums for HED, Classification and 12 Hour Transport personnel will be one (1) allowing one off vacation/administrative leave/compensation time (one (1) C/O or one (1) Sgt/Lt). The Transportation Unit minimum is four (4) teams of two (2) (pending daily work load), allowing two (2) 8 hour transport personnel off vacation leave/administrative leave/compensation time (two (2) C/O's or one (1) C/O and one (1) Sgt). Staffing minimums for each Road Gang will be one (1) allowing one off vacation leave/administrative leave/compensation time. Staffing minimums for the power shifts will be one (1) allowing one (1) off vacation leave/administrative leave/compensation time. Vacations will be approved by County DOC Time (most senior) the remaining language stays the same.

5. Overtime Lists (MOU dated July 2013)

Overtime lists will be as follows: HED (only the 8 in HED by County DOC Time); Transportation 5 on A.B.C.D. Shift, 18 on E Shift, 1 on loan, 2 on power shift, 4 on road gang, by County DOC Time) Classification (only the 4 in Classification) Hospital Duty ( all GCDOC employees by County DOC Time) Supervisors (4 Lts and 7 Sgts) by rank and time in title. There will be a force list for HED (as listed above) Transportation (as listed above) and Hospital Duty (as listed above) in reverse GCDOC time.

6. The terms of this paragraph hereby replaces paragraph # 2 of the MOU dated July 22, 2013, between the County of Gloucester and the FOP Lodge # 199. For those collective bargaining unit members that were as of July 1st, 2013, reinstated to the title of Correction Sergeant (having been demoted to Correction Officer via the lay-off plan) and subsequently placed on Level 1 of the salary schedule, effective as of the beginning of the pay period (February 10, 2014) in which this MOU is signed, those Correction Sergeant(s) that were, as of June 30, 2013, at a Level 3 will move to a Level 2 and those Correction Sergeant(s) that were at a Level 4 will move to a Level 3. Upon placement in a vacant sergeant's spot the sergeant will be replaced to the salary level that they were removed from (as of June 30, 2013) and follow the pay scale accordingly. Furthermore, this group of Sergeants shall serve in the capacity of Correction Sergeant and the "work sergeant capacity" is null and void.

Changed 7 to 5, 19 to 18, 4 to 7 AS SAVE

Signed original on 2/12/14

Signed This page on 2/25/14

**LETTER OF ARGEEMENT**

**GC – Joint Grievance 2012-01**

THE FRATERNAL ORDER OF POLICE, LODGES 97, 199 & 165 ("Union") and the COUNTY OF GLOUCESTER ("County") hereby agree as follows:

1. This Agreement applies to retired employees who receive post-retirement prescription benefits paid for by the Employer pursuant to collective bargaining agreements between the County and the Unions. Such retired employees shall be referred to herein as "eligible retires."
2. 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.
3. Eligible retirees 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. (See attached forms).
4. The attached claim form will be duplicated and made available to retirees for the purposes of submitting claims.
5. The County will notify all current eligible retirees in writing of the reimbursement program and will provide claim forms to employees upon request. Notice, together with claim forms, will also be provided to employees upon becoming eligible retirees.
6. This Agreement shall be deemed as full settlement of Grievance GC – Joint Grievance 2012-01.

FOR THE FOP #97

BRAD SCHMIDHEISER

Date: 7/23/14

FOR THE COUNTY

Date: 7/23/14

FOR THE FOP #165 Sheriff Superior Officers

Lt. Charles J. Fare

Date: 7/23/14

FOR THE FOP #165 Correction Lieutenants

7-23-4

Date: Lt Steve Bojewicz #2789

FOR THE FOP #199 Correction Sergeants

7-23-14

Date: Jerry C Cora

**SETTLEMENT AGREEMENT**

The County of Gloucester, the FOP 199, and George Klotz hereby agree that the grievance entitled "Step 2, Sergeant's Salary" dated August 6, 2015, is resolved on the following terms:

For those collective bargaining unit members that were as of July 1st, 2013, reinstated to the title of Correction Sergeant (having been demoted to Correction Officer via the lay-off plan) and subsequently placed on Level 1 of the salary schedule, and then subsequently adjusted effective February 10, 2014 those Correction Sergeant(s) that were, as of June 30, 2013, at a Level 3 will move to a Level 2 and those Correction Sergeant(s) that were at a Level 4 will move to a Level 3: effective with the pay period starting on September 6, 2015, those Correction Sergeants that were as of June 30th, 2013, on Level 4 of the salary schedule shall be reinstated to Level 4.

The terms of this Settlement Agreement hereby replace paragraph #6 of the Memorandum of Understanding dated February 12, 2014, between the County of Gloucester and FOP #199.

The Union and the Employee hereby withdraw the grievance.

**GEORGE KLOTZ**

George Klotz _____ Date 9-16-15

George Klotz

**FOR THE UNION**

_____ Date 9-16-15

**FOR THE COUNTY OF GLOUCESTER**

_____ Date 9-16-15