STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of	
GLOUCESTER COUNTY Public Employer, -and- PBA LOCAL 122, Petitioner, -and- FOP Lodge 97, Intervenor.	DOCKET NO. RO-2016-006

CERTIFICATION OF REPRESENTATIVE

An election was conducted in this matter in accordance with the New Jersey Employer-Employee Relations Act, as amended, and the rules of the Public Employment Relations Commission. A majority of the voting employees selected an exclusive majority representative for collective negotiations. No valid timely objections were filed to the election.

Accordingly, **IT IS HEREBY CERTIFIED** that

PBA LOCAL 122

has been selected by a majority of the employees of the above-named Employer, in the unit described below, as their representative for the purposes of collective negotiations, and that pursuant to the New Jersey Employer-Employee Relations Act, as amended, the representative is the exclusive representative of all the employees in such unit for the purposes of collective negotiations with respect to terms and conditions of employment. The representative is responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership. The representative and the above-named Employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment as required by the Act.

UNIT: Included: All regularly employed rank and file corrections officers employed by the County of Gloucester.

Excluded: Managerial executives, confidential employees, and supervisors within the meaning of the Act: professional employees; craft employees, casual employees, sergeants, lieutenants, captains and all other employees employed by the County of Gloucester.

DATED: December 15, 2015
Trenton, New Jersey

/s/ Gayl R. Mazuco
Director of Representation

Attachment:

Certification of Representative dated: December 15, 2015

In the Matter of

GLOUCESTER COUNTY

-and-

PBA LOCAL 122

-and-

FOP LODGE 97

Docket No. RO-2016-006

Service on the following:

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AGREEMENT

Between

GLOUCESTER COUNTY LAW ENFORCEMENT

LODGE #97 / F.O.P. NJ Labor Council

And

COUNTY OF GLOUCESTER

For the period of

January 1, 2012 through December 31, 2015

Prepared by
Christopher B. Howard
Staff Representative
FOP NJ Labor Council
March 15, 2013

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PREAMBLE

This agreement entered into by and between the Gloucester County Board of Chosen Freeholders, hereinafter called "the Employer", Gloucester County Law Enforcement Lodge #97, hereinafter called "the F.O.P." 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 F.O.P.; 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 F.O.P.

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

ARTICLE I
RECOGNITION

A. BARGAINING UNIT

The Employer hereby recognizes Gloucester County Law Enforcement Lodge 97, 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 FULL TIME Corrections Officers, HEREIN TERMED "EMPLOYEES" 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 INTERIM/TEMPORARY EMPLOYEES, Managerial executives, confidential employees, non-supervisory employees, police professional employees, craft employees, casual employees, Sergeants, Lieutenants, Captains, and all other employees of the Gloucester County Department of Correctional Services. Temporary employees are defined as those employees whose term of employment is fixed upon employment for a period of time not greater than six (6) months. Interim employees are defined as those employees who are hired as replacements for unit employees who are on leave of absence and whose term of hire is not to exceed one (1) year.

B. 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.

C. 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.

D. MAINTENANCE OF STANDARDS

The rights of both the Employer and the F.O.P. shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights, shall be observed. 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 II
GRIEVANCE PROCEDURE

A. **Purpose**

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

2. Nothing contained herein shall be 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 intervention of the FOP, provided such adjustment is consistent with the terms of this Agreement.

B. **Definitions**

1. A "grievance" is a claim by an employee, group of employees, or the FOP 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, misinterpretations, 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. An aggrieved person is the person or persons, the FOP, or their representative making the claim.

C. **Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days at each level shall be considered as a maximum. The time limits specified may, 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 FOP may proceed to the next level. **NOTE** Before the submission of a written grievance, the aggrieved party may orally present and discuss his / her grievance in an attempt to resolve it informally.

- **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 ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Deputy Warden shall review and / or meet with the appropriate officers and shall render a written decision within ten (10) calendar days after receipt of the grievance.

- **Level Two**

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

- **Level Three**

In the event a settlement has not been reached through Level Two procedures a grievance may be filed with the 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 (10) days following receipt of the grievance.

- **Level Four**

In the event a settlement has not been reached through Level Three procedures, the FOP may, after determining that the grievance is meritorious, submit the grievance to arbitration.

If the FOP does not wish to pursue arbitration an individual may not proceed beyond level III.

D. **Arbitration**

1. If the FOP determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) calendar days following receipt of the Level Three determination 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. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.

2. It is understood that arbitration is limited to grievances based upon the misinterpretation, application, or violation of the four corners of this Agreement. For all other grievances, the determination rendered at Level Three **SHALL BE FINAL**.

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 D., 1. of this Article, or PERC, or a court of jurisdiction.

4. The arbitrator shall not consider any past practice precedent except to the extent needed to clarify ambiguous language of this Agreement to the extent that use of such evidence shall not conflict with the terms of article XXII of this agreement.

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

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

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

8. Employees covered by this agreement, who are witnesses in 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.

E. **Costs**

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

F. **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 FOP. When an employee is not represented by the FOP, the employee MUST sign the FOP LIABILITY WAIVER FORM. When that form is signed, the FOP SHALL BE NOTIFIED of the initial filing of the grievance and the final outcome. However, the FOP SHALL NOT be authorized to participate in the grievance process at any stage.

G. **Reprisals**

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

H. **Group Grievance**

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

I. **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 FOP.

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 grievance, negotiated settlement and / or any arbitration.

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

ARTICLE III
WORKDAY OVERTIME AND CALL IN SENIORITY

A. **Workday, Worksheet, Work Period and Leave Assignment**

1. Workday Employees will be scheduled to work a modified eight hour (8) job position (working 84 Hours per pay period) or a twelve (12) hour shift (working 84 Hours per pay period), both of which will be 2184 Hours worked yearly. (See a. and B. 2 below)

a. The workday under the modified eight (8) hour job position shall consist of either eight (8) hours or eight ½ (8.5) hours inclusive of a thirty (30) minute meal break.

b. The workday under the twelve (12) hour shift shall consist of twelve (12) hours inclusive of two (2) forty five minute (45) meal breaks.

c. 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 will not receive any additional compensation for any break interruption.

d. The Warden or his designee shall have the discretion to modify TIMES or create specialized shifts for outside work details, of the Quartermaster and classification officers.

e. All personnel are expected to be at their respective duty stations on time and in complete and proper uniform. Employees that are late for duty shall not receive pay for time lost. Unexcused lateness shall be grounds for disciplinary action, absent exceptional circumstances.

B. **Workweek and Work Period**

1. 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 B.

2. The work period for employees on an EIGHT (8) HOUR job position shall consist of FOUR (4) consecutive EIGHT (8.5) HOUR DAYS and (1) one (8) EIGHT Hour Day as, or as modified by the Warden to equal 84 Hours worked in a two week pay period, and described in APPENDIX B.

C. **Leave Time Assessment**

1. Each twelve (12) hour workday shall be considered as one (1) full day for purposes of vacation Leave, personal leave, bereavement leave, administrative leave, Lodge leave and training. Sick leave will be assessed (hour for hour) for sick leave utilization on any given workday. Effective October 1, 2003 through December 31, 2011, all new hires will be placed on twelve (12) hour shifts and shall receive their vacation leave as described in Article VIII A. Effective January 1, 2012, all new hires shall receive their vacation leave as described in Article VIII A and sick leave as described in Article X A(2).

2. Each EIGHT (8) HOUR workday shall be considered as one (1) FULL DAY for the purposes of Vacation Leave, Personal Leave, Bereavement Leave, Administrative Leave, Lodge Leave and Training. Sick leave will be assessed HOUR FOR HOUR.

D. **Short Notice Leave**

Upon request, the Warden or his designee, with twenty-four (24) hours notice shall authorize either a one-quarter (1/4), one-half (1/2) or one (1) day of Vacation leave or Administrative Leave to any employee provided there is minimum staffing on each shift without requiring overtime. Such requests will not be unreasonably denied.

E. **Overtime**

1. The work week for employees working a modified eight (8) hour job position shall consist of four (4) eight 1/2 (8.5) hour shifts & one (1) eight (8) hour shift per week. An employee working the eight (8) hour job position who is required to work in excess of his 42 hour work week, or eighty four (84) hours in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime, as set forth in Section E 2. of this Article.

2. 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 not more than eighty four (84) hours. The Employer has agreed to pay overtime, in accordance with the rate set forth in Section E 3. of this Article, for hours worked in excess of eighty-four (84) in the course of the aforementioned fourteen (14) day work period.

3. The overtime rate of pay, unless otherwise stated under the terms of this Agreement, shall be computed on the basis of one and one-half (1 1/2) times the employee's hourly rate. For purposes of calculating the overtime rate, the employee's hourly rate is derived by dividing his base pay (inclusive of longevity where applicable) by (a) 2184 hours for modified eight (8) hour shift employees, or (b) by the 2184 hours for twelve (12) hour shift employees.

4. **Tier 1 Employees, those hired prior to 01-01-2013:** For overtime purposes, time worked includes Vacation Leave, Sick Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays.

Tier 2 Employees, those hired on or after 01-01-2013: For overtime purposes, time worked includes Vacation Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays.

5. Overtime shall include any necessary travel time for official business, as per the FLSA.

6. In the event that overtime work is required, the Employer shall first attempt to secure volunteers based upon seniority. The SHIFT SUPERVISOR shall follow the overtime procedure and the employer and /or his / her designee shall promulgate an SOP regarding overtime call in protocol. If unable to secure volunteers, employees may be required to work mandatory overtime. All officers, NO MATTER WHAT JOB POSITION OR UNIT shall be

required to work mandatory overtime. Such "mandatory overtime" shall be based upon reverse shift seniority, except in emergency situations. For a maximum of up to FOUR (4) HOURS for 12 HOUR employees AND 8 HOURS for 8 HOUR EMPLOYEES. In the assignment of overtime, so long as the employee is fit for duty, prior approved time off shall not disqualify the employee for such assignment. Employees must receive a FOUR (4) HOUR break in service between mandatory overtime assignments EXCEPT FOR EMERGENCY SITUATIONS ordered by the Warden or his / her designee.

7. It is understood that both voluntary and mandatory overtime shall be distributed as equitably as possible. Overtime shall be distributed in accordance with the terms of this Agreement. All employees shall be eligible and shall be required to work overtime on a rotating basis. All personnel are expected to be at their respective duty stations on time and in complete and proper uniform. Employees that are late for voluntary / mandatory overtime shall not receive pay for lost time and are subject to disciplinary action. In a case of an emergency, where voluntary overtime needs to be cancelled, the shift commander shall be notified at least ONE (1) HOUR prior to the employees reporting time. Failure to do so shall constitute cause for disciplinary action. Employees who take voluntary overtime in lieu of mandatory overtime and cancel shall be subject to disciplinary action.

8. If the employer inadvertently skips over an employee in seeking to fill overtime needs that employee's chances for overtime will be equalized by putting that person's name first on the list for the next time. Under these circumstances, the rate of overtime pay shall be at the missed rate or higher as applicable.

9. The overtime list shall be utilized for any post-shift requirement exceeding two (2) hours. There will be a total of SIX (6) OVERTIME BOOKS to be utilized, A SHIFT, B SHIFT, C SHIFT, D SHIFT, HOME ELECTRONIC DETENTION (H.E.D.) AND COMPUTER OPERATORS.

10. 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.

F. **Call Back**

If an employee is called back to work at a time other than his assigned work tour, and if such call back time is not contiguous to the start of his work tour, the employee shall be guaranteed a minimum of two (2) hours compensation at the appropriate rate.

G. **Standby Pay**

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

H. **Compensatory Time**

There will be no compensatory time granted in lieu of payment for overtime work.

ARTICLE IV
WAGES

A. **Salaries**

1. The retroactive aspects of this Agreement, including salary and economic benefits shall be retroactive to January 1st 2012 unless otherwise stated herein. All retroactive monies will be paid on or before the thirtieth (30th) day after the approval of this Agreement by the GCBOCF. All said monies shall be paid by separate check and shall not be included in regular pay.

2. The salaries of all members of the unit covered by this Agreement are set forth in the **Salary Schedule "A" and "B"** which is attached hereto and made a part hereof.

3. **Grand Jury or Court Time**

Any employee required to appear before any court or Grand Jury on a work related matter shall either receive the time off, with pay if on duty, or if off duty, shall be compensated for such time at the overtime rate of pay, if applicable. Any employee who institutes charges that are work related and must attend any court session or Grand Jury hearing during work hours shall be granted such time off, with pay, or if attendance is required on off-duty hours, shall receive overtime pay, if applicable.

4. **Pay for Assuming Higher Position**

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

ARTICLE V
UNIFORMS

A. **Clothing Allowance and Items of Issue**

New employees may be issued uniform allowances up to the amount of $1,550.00 to purchase the items of clothing and equipment needed to report for work in full uniform as listed in Appendix A. The Warden will provide the list of particulars to be purchased by the new employee. The allowance will be provided in two transactions with the initial issue payment in the amount of $750 while the recruit attends the Corrections academy, an additional issue payment in the amount of $800 after the recruit completes the academy. Thereafter, employees shall be totally responsible for the purchase and maintenance of uniforms after the initial complement of uniforms are provided by the Employer.

1. Clothing, leather gear and ballistic vests 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 must be submitted within 48 hours of the occurrence, signed by the officer, and signed by the Shift Lieutenant. The destroyed or damaged items, along with an incident report will then be submitted to the Warden or his / her designee.

B. **Uniform Changes**

Employer will bear the cost of any uniform changes it makes. Employee will bear the cost of any uniform changes requested by the Union and agreed to by the Employer.

C. **Retirement Badge**

The employer shall issue to the employee a "RETIRED" DEPARTMENT ISSUED PICTURE I.D. AND BADGE upon retirement or SEPARATION IN GOOD STANDING; said ID shall include the retirees name and date of separation.

ARTICLE VI
MEDICAL BENEFITS

A. **Health Benefits**

The Employer shall continue the following insurance for each eligible employee and his or her dependents:

1. **Medical**

Members shall be enrolled in the NJ State Health Benefits plan at no cost to the employee, except as set by appropriate NJ State Statute or contained herein, with co-pays set by said available plans.

2. **Vision Care**

It is understood that this shall remain a separate policy providing coverage in addition to the vision care coverage provided under the Employer's medical plans. Allowances for the following items shall be as indicated: examination, $30; frames, $20; single vision lenses, $30; bifocal lenses, $43; trifocal lenses, $50; lenticular lenses, $100; contact lenses, $200.

3. **Prescription**

The employee co-pay will be set by, and be consistent with, the NJ State Health Benefits plan chosen by the employee.

4. **Dental** (Refer to **Appendix "C"** for optional supplemental coverage available)

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 $31. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, the terms of which shall be agreed upon by the Employer and the FOP. 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 October of each year, for coverage beginning January of the following year.

5. Employees who terminate their employment or begin unpaid leaves of after the fifth 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 leave of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer in accordance with NJ SHBP procedures.

6. Premium charges for health insurance will be subject to the following conditions: (a) In the case of a self funded plan, premiums will reflect the anticipated cost to the Employer of providing the insurance, using actuarial estimates or experience factors; (b) Employees on active pay status will be required to contribute toward the cost of medical insurance to the extent that the monthly premium for their selected coverage exceeds the applicable premium for the

indemnity plan or the Aethna U.S. Healthcare plan, whichever is higher.

7. **Employee Contribution**

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

B. **Disability Benefits**

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

C. **Description**

The Employer shall continue to provide for each employee a description of the health care benefits and insurances provided under this Article upon initial hire.

D. **Retirement Coverage**

1. The Employer shall provide for the continuation of paid health benefits as described in Section A.1. above for employees and their dependents upon the employee's retirement in accordance with County policy. Employees, to be eligible, must retire with twenty-five (25) years of service credited by PERS or PFRS. Employees with seven (7) years of County service and twenty-five (25) years of service credited by PERS or PFRS are eligible for the County prescription plan upon retirement.

E. **Death of Active Employee**

1. Upon the death of an active officer as the 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 children, per statute.

2. Upon the death of an active officer under circumstances not covered by subparagraph E I. above, all health benefits of the officer shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such officer's death.

F. **Change of Carriers**

1. The Employer reserves the right to change insurance carriers so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

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

G. In January of each year, commencing in 1995, employees who are enrolled in the medical or prescription plans pursuant to Section A may elect to waive either or both coverages, subject to the following provisions:

1. Employees will be permitted to waive employer-provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source.

2. Waivers of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent open enrollment period (currently October for the following January) or unless the employee loses his or her alternative coverage (as, for example, by termination or a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan as soon thereafter as is permitted under the insurance then in effect.

H. The Employer will make available to all bargaining unit employees a flexible spending account which meets the requirements of Chapter 125 of the Internal Revenue Code.

ARTICLE VII
HOLIDAYS

A. There shall be a minimum of fourteen (14) holidays per year, with a schedule to be determined by the Employer. The FOURTEEN HOLIDAYS of which shall be;

*NEW YEARS DAY
MARTIN LUTHER KING DAY
PRESIDENTS DAY
LINCOLNS BIRTHDAY
GOOD FRIDAY
MEMORIAL DAY
*INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
ELECTION DAY
VETERANS DAY
*THANKSGIVING DAY
THANKSGIVING FRIDAY
*CHRISTMAS DAY

"*" INDICATES PREMIUM HOLIDAY

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

C. Overtime work on holidays shall be compensated at two and one-half (2 ½) times the employee's regular straight time rate of pay.

D. TWELVE (12) HOUR Employees shall follow the schedule and Holiday Observation according to the GCDOCS posted schedule. Eight (8) hour Employees shall follow the County of Gloucester Administration schedule of observance. They shall not be required to work these 14 holidays.

ARTICLE VIII
VACATION

A. All full-time employees hired prior to October 1, 2003, shall receive the following vacation leave per calendar year (January 01 – December 31):

Beginning the first calendar year	1 day per month worked (max. 12 days)
Beginning the 2nd - 4th year	12 workdays per year
Beginning the 5th - 11 year	15 workdays per year
Beginning the 12th - 19th year	20 workdays per year
Beginning the 20th - 25th year	25 workdays per year
Beginning the 26th - 30th year	30 workdays per year
Beginning the 31st year of service	One day for each year served

Effective October 1, 2003 through December 31, 2011, all new hires will be placed on twelve (12) hour shifts and shall receive the following vacation leave per calendar year (Jan.-Dec.):

Beginning the first calendar year	8 hours per month
Beginning the 2nd - 4th year	8 workdays per year
Beginning the 5th - 11 year	10 workdays per year
Beginning the 12th - 19th year	14 workdays per year
Beginning the 20th - 25th year	20 workdays per year
After completion of 25th year of service	25 workdays per year
After completion of 30th year of service	30 workdays per year

Effective January 1, 2012, all new hires shall receive the following vacation leave per calendar year (Jan.-Dec.):

Initial hire -1 year	1 Workday per month of employment up to 5 days
Beginning year 2-5 years	10 Workdays per year
Beginning year 6-15 years	15 Workdays per year
Beginning year 16 years and over	20 Workdays per year

B. **Emergency Vacation Leave**

Each employee covered by this agreement shall be granted TWO (2) EMERGENCY VACATION LEAVE DAYS which are inclusive of the vacation leave days received and shall be granted, AUTOMATICALLY & WITHOUT QUESTION, upon request up to ONE (1) HOUR prior to the employees usual reporting time. In case of a sudden emergency, (LESS THAN ONE (1) HOUR) exceptions may be granted by the Warden or his / her designee. Documentation shall be provided for approved emergency vacation leave requested in less than ONE HOUR. If an emergency vacation leave request is on a PREMIUM HOLIDAY, the employee requesting such leave shall be required to submit official proof of the emergency or his / her inability to work the premium holiday within TEN (10) working days.

C. **Accumulation**

Where, in any calendar year, the vacation leave, or any part thereof, is not granted by reason of pressure of County business, such vacation leave, or part thereof, not granted, shall accumulate and shall be granted during the next succeeding calendar year ONLY.

D. **Carry Over**

An employee shall be allowed to carry over five (5) vacation days per year, subject to the operational requirements of the Employer. THE EMPLOYER MAY ALLOW AN EMPLOYEE TO CARRY OVER MORE THAN FIVE (5) DAYS. The reimbursement shall be at the current year's rate of pay . ALL REQUESTS TO CARRY OVER TIME MUST BE SUBMITTED NO LATER THAT OCTOBER 1ST OF THE CALENDAR YEAR. REQUESTS RECEIVED AFTER OCTOBER 1ST WILL BE DENIED.

E. **Death of the Employee**

Upon the death of an employee, all unused and earned vacation leave, sick, and administrative days shall be calculated and paid to the estate.

F. **Separation**

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

G Vacation selection within the appropriate work unit to which the employee is assigned OR BIDDED FOR will be determined in accordance with seniority as defined by this Agreement.

1. **H.E.D Unit**

Officers assigned to the same shift shall not be permitted to schedule vacation on the same day. This clause ONLY APPLIES TO VACATION REQUESTS SUBMITTED AFTER MARCH 1ST OF THE CALENDAR YEAR. AFTER MARCH 1ST OF THE CALENDAR YEAR VACATION TIME WILL BE GRANTED ON A FIRST COME FIRST SERVE BASIS.

2. **Classification Officers, Computer Operators, Information Desk Officers, Quartermaster, Gym Officers, Perimeter Officers, Property Officers.**

The primary Officer WILL NOT SCHEDULE Vacation when the back-up Officer(s) is already scheduled for Vacation. THE BACK UP OFFICER(S) WILL NOT SCHEDULE VACATION WHEN THE PRIMARY OFFICER IS ALREADY SCHEDULED FOR VACATION. This clause only applies to vacation requests submitted after March 1st of the calendar year. After March 1st of the calendar year vacation time will be granted on a first come, first served basis.

H. Upon twenty-four (24) hours notice, vacations of three days or less shall be granted by the Warden or his designee subject to the work required of the Employer. The Warden or his designee may waive the twenty-four (24) hour notification requirement. The exercise of such discretion shall not be subject to the grievance provision of this Agreement. This paragraph shall not diminish the right to accumulation as contained in paragraph C of this Article.

I. FOUR (4) officers shall be permitted to be on vacation / Administrative Leave at one time (excluding sergeants and lieutenants).

J. **VACATION SCHEDULING**

The employer shall provide a window period FROM JANUARY 1ST THRU MARCH 1ST during which employees MAY (BUT SHALL NOT BE REQUIRED TO) submit requests for vacation leave during the balance of the year.

1. Vacation leave requests of FIVE (5) or more consecutive days submitted prior to MARCH 1ST OF EACH CALENDAR YEAR SHALL BE GRANTED unless an employee is notified within SEVEN (7) DAYS thereof.

2. 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 FOUR (4) employees are granted vacation / administrative leave, excluding emergency vacation leave, sick leave, bereavement leave and training.

3. Vacation leave approval is subject to the work required by the employer, shall not be unreasonably denied and any such denials (That do not violate the terms herein stated) shall not be subject to the grievance and arbitration provisions of this agreement.

4. Any employee who exhausts all of his / her vacation leave in any one year shall not be credited with any additional paid vacation leave until the beginning of the next calendar year. Any violation of or use of additional vacation leave days shall be subject to disciplinary action.

ARTICLE IX
EMPLOYEE REIMBURSEMENTS

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

B. **Meals**

1. An employee shall be reimbursed for meals up to the following amounts per day if he is required to be outside of the County on official business during the normal meal hours: **Breakfast $5.00; Lunch $10.00; and Dinner $15.00.**

2. An employee shall also receive the above reimbursements if he is required to be away from the County Jail Facility for a continuous period of four (4) hours or more.

3. Meal reimbursements shall be paid in the month following submission of vouchers and paid receipts.

C. **Tuition**

The Employer agrees to reimburse each employee up to a total of one thousand one hundred dollars ($1,100) annually for any job related course(s) or any other courses necessary for completion of a degree in Police Science or Criminal Justice.

ARTICLE X
SICK LEAVE

A. **Tiers (1 &2)**

1. **Tier 1:** **For Tier 1 Employees**, those hired prior to January 1, 2013, the minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and ONE HUNDRED AND TWENTY (120) HOURS as of the first working day of the year for each subsequent calendar year thereafter. All unused sick leave in any calendar year shall accumulate from year to year.

2. **Tier 2:** **For Tier 2 Employees** those hired after January 1, 2013 the following applies: Tier 2 Employees earned and accrue ninety six (96) hours each January. The sick days accumulate from year to year without limit.

3. For twelve (12) hour shift employees, twelve (12) hours of sick leave will be assessed (or hour for hour) for sick leave utilization on any given workday.

4. For modified EIGHT (8) HOUR job position employees, sick leave will be assessed hour for hour for sick leave utilization on any given work day.

B. **Sick leave may be utilized by employee**

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

C. "Immediate family" means father, step-father, mother, step-mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, step-child, foster child, sister, or brother of the employee. It shall also include relatives of the employee residing in the employee's household. "Immediate family" shall also include such other relationships as are deemed within the definition of family members under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

D. **Reporting of Absence on Sick Leave**

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

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

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

E. **Verification of Sick Leave**

1. Employees may be required to submit official proof of illness or inability to work in accordance with the GLOUCESTER COUNTY HUMAN RESOURCES MANUAL CHAPTER 6, SECTION 4. Failure to follow Verification of Sick Leave procedures may result in a denial of Sick Leave for that specific absence, and be considered insubordination and may constitute cause for discipline. An employee who exhausts all of his/her paid Sick Leave in any one year shall not be credited with additional paid Sick Leave until the beginning of the next calendar year. Any such unauthorized use shall be cause for discipline. If sick leave is used on a premium holiday, verification of that sick leave must be turned in within SEVEN (7) working days.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

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

G. **Verification of Sick Leave Pattern**

1. Verification of sick leave pattern: a pattern is described as an employee using sick leave (WITHOUT PROVIDING MEDICAL DOCUMENTATION) on THREE (3) or more full days, on the same day (EXAMPLE: ALL FRIDAYS) within a SIX (6) Month period from the initial sick leave day used. Once an employee used their 3RD consecutive sick leave day, on the same day, the employee will receive a letter from the Warden or his / her designee stating the day(s) sick leave was used and informing them that they must submit official medical documentation for the next sick day(s) up to the SIX (6) Month date noted. Employees must submit official medical documentation to their shift commander within TEN (10) working days of the sick leave day(s) used. Failure to do so shall constitute cause for disciplinary action.

2. Fifty percent (50%) of all unused sick time remaining to the employee's credit shall be paid upon retirement up to a maximum of $15,000.00.

F. **Donation of Sick Time**

Employees covered by this Agreement may donate sick leave time to any member covered under this agreement or to other County Employees in accordance with the COUNTY HUMAN RESOURCES MANUAL on donating sick time.

ARTICLE XI
BEREAVEMENT LEAVE

A. Employees shall be entitled to four (4) days leave per incident with pay for the death of immediate family including father, mother, step father or mother, spouse / domestic partner or child / step child.

B. Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family: sister, brother, step sister or brother, sister or brother in law, mother-in-law, father-in-law, grandmother, grandfather, grandchild, foster child, and any relative of the employee residing in the employee's household. Immediate Family shall also include members of the spouse's "Immediate Family".

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

D. Employees who request an extension of bereavement leave beyond the established number of days shall have extensions charged to accumulated unused vacation, sick and administrative leave. If an employee has exhausted all vacation / sick and administrative leave, extended bereavement leave shall be considered a leave of absence without pay.

E. Documentation for approved bereavement leave shall be provided no later than seven (7) working days from the date returned to work.

ARTICLE XII
OTHER BENEFITS

A. **Workers Compensation**

1. Under the New Jersey Worker's Compensation Law, employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for one (1) year.

2. It is understood that all Correction Officers are considered to be on duty twenty-four (24) hours per day while in the State of New Jersey. Any employee who suffers an injury or illness while in the performance of his duty shall receive all benefits to which he may be entitled as provided by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders has declared that it will supplement the insurance check for one (1) year.

B. **Other Leaves**

1. In accordance with FMLA/NJFLA, Leaves of absence, without pay, for documented medical reasons, will be granted for periods of up to three (3) months upon written request of the employee. Up to an additional nine (9) months leave for medical reasons may be granted by the Employer in three (3) segments of up to three (3) months each, for a total of twelve (12) months.

2. In accordance with FMLA/NJFLA, Leaves of absence, without pay, for other than medical reasons, may be granted by the Employer for up to twelve (12) months in four (4) segments of up to three (3) 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.

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

C. **Pregnancy**

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

D. **Military Leave**

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

E. **Administrative Leave**

Employees shall be allowed two (2) days off with pay annually for personal business that cannot be disposed of outside working hours, except that employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first calendar year of service. Administrative leave shall not be granted on premium holidays. In the event of emergency situations when administrative leave is used with less than twenty-four (24) hours notice, Employee will be required to submit supporting documentation for the absence.

The Warden or his 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, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered or obstructed.

ARTICLE XIII
MANAGEMENT RIGHTS

A. 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:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

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

7. 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.

B. **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.

C. **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 XIV
LODGE RIGHTS

A. **Information**

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

B. **Release Time**

Whenever any representative of the FOP or any employee participates during working hours in negotiations, grievance proceedings, conferences, or meetings which relate to FOP business with management or the County, he shall suffer no loss in pay nor be required to make up such time. It is agreed that any such meetings shall be subject to mutual agreement by management and/or the County and the FOP.

C. **Bulletin Boards**

Four (4) bulletin boards (min. 4' x 6') shall be provided by the Employer for the exclusive use of the FOP. The locations for the boards shall be designated by the FOP, subject to the approval of the Warden.

D. **Statutory Leaves**

Representatives of the FOP shall be granted leave to attend all authorized conventions / Conferences / Mini Conferences as mandated by statute N.J.S.A. 40A-177.

E. **Recognized Representative**

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

F. **Lodge Leave**

1. 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 FOP to attend conferences, seminars and/or conventions which relate to FOP business and are not formally covered under NJ STATE STATUTE.

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

3. The aforementioned TWENTY (20) DAYS are the respective total in each year of this agreement for all representatives of the FOP. It is not a total for each representative. The EXECUTIVE BOARD OF THE FOP shall designate the representative(s) and shall provide the COUNTY with reasonable notice prior to Date(s) of such leave(s).

G. **Computer / Telephone Use**

The employer agrees to allow the FOP to use the COUNTY computer and phone system(s) for official business of the FOP and for communications between the FOP and the employer.

H. **Business on County Property**

Representatives of the FOP (PRESIDENT, VICE PRESIDENT, SECRETARY, LODGE TRUSTEE) who are acknowledged by the employer, may be permitted to transact FOP business on COUNTY property, in the case of an emergency or time sensitive issues, provided that this does not interfere with or interrupt normal COUNTY operations. It is understood that such business is not to be routinely discussed on COUNTY time, on COUNTY property.

I. **FOP / Management Meetings**

The employer or his / her designee agrees to sit down with the representatives of the FOP (PRESIDENT and / or his DESIGNEE(S)) and discuss any outstanding grievances, unfair labor practices, Policy and Procedure change recommendations, promotions within the department, and the 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 XV
RE-OPENER PROVISION

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

B. In the event a STATE STATUTE changes and directly affects this collective bargaining agreement (CBA) and the terms and conditions of employment changes, this CBA may be opened by mutual agreement to address that specific change.

ARTICLE XVI
DUES DEDUCTION

A. The Employer agrees to make payroll deduction of FOP dues when authorized to do so by the employee on the appropriate form. Union dues deduction shall be exclusive as to Lodge No. 97. The amount of said deduction shall have been certified to the Employer by the Secretary/Treasurer of the FOP. The Employer shall remit the dues to address designated by the

FOP no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonable possible), together with a list of employees from whose pay such deductions were made.

B. **Save Harmless**

The FOP 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 FOP which the Employer has remitted to the FOP and reliance by the Employer on any representations made by the FOP with respect to this Article. The Employer will give the FOP notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE XVII
REPRESENTATION FEE

A. **Purpose of Fee**

If an employee covered by the terms of this Agreement does not become a member of the FOP during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the FOP for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the FOP as majority representative.

B. **Notification of Amount of Fee**

1. Prior to the beginning of each membership year, the FOP will notify the Employer of the amount of the regular membership dues, initiation fees and assessments charged by the FOP to its own members for that membership year. The representation fee to be paid by non-members shall be determined by the FOP and shall be up to 85% of that amount.

2. Such sum representing the fair share shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is 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.

C. **Challenging Assessment Procedure**

1. The FOP 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.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the FOP pending final resolution.

D. **Deduction and Transmission of Fee**

1. **Notification**

Once during each membership year covered in whole or in part by this Agreement, the FOP will submit to the Employer a list of those employees who have not become members of the FOP for the then current membership year. The Employer will then deduct from the salaries of such employees (in accordance with paragraph #2 below) the full amount of the representation fee and will promptly transmit the amount so deducted to the FOP.

2. **Payroll Deduction Schedule**

The Employer will 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 the aforesaid list; or

b. thirty (30) days after the employee begins his employment in a bargaining unit position, unless the employee previously served 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.

3. **Termination of Employment_**

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

4. **Mechanics**

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmittal of such fees to the FOP will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the FOP.

5. **Changes**

The FOP will notify the Employer in writing of any changes in the list provided for in paragraph #1 above and/or the amount of the representation fees, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

6. **New Employees**

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

E. **Save Harmless**

The FOP 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 FOP which the Employer has remitted to the FOP and reliance by the Employer on any representations made by the FOP with respect to this Article. The Employer will give the FOP notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

F. It is the intent of the parties, in entering into this Agreement, to fully comply with the rules and regulations of the Public Employment Relations Commission and the 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-affected clauses shall remain in full force and effect to the extent permitted by law.

ARTICLE XVIII
MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Correctional Facility is of paramount importance to the Citizens of the County and that there should be no interference with such operations.

B. The FOP covenants and agrees that during the term of this Agreement, neither the FOP nor any person acting in its behalf will cause, authorize, engage in, sanction, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper

performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Department of Correctional Services. The FOP agrees that such action would constitute a material breach of this Agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

C. 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 description as set forth by the NJDOP 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.

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

ARTICLE XIX
WORKING CONDITIONS & SAFETY ITEMS

A. **Transportation**

1. Employees who are required to transport prisoners will, whenever possible and practicable, be selected to be of the same sex as the prisoner to be transported.

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

a. Minimum security prisoners are excluded from this provision. Minimum security prisoners are defined as road gang outside detail workers.

3. All official vehicles provided by the County for utilization of employees in the performance of their duties will be caged vehicles.

4. Official vehicles provided by the Employer for the utilization of the employees will be radio equipped and will be properly maintained by the Employer.

B. **Recruit Training Academy Schedule**

New Employees who are required to attend a training Academy will follow the schedule of the Academy while enrolled at the Academy. Recruits attending the Academy will be ineligible for any overtime assignment (voluntary or involuntary) within the Department.

C. **Scheduled Class Training**

The employer shall provide training which is aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth, in addition to yearly recertification. Subject to the approval of the employer, each employees schedule shall be adjusted to accommodate such training. A training day for the purpose of this agreement shall be considered equivalent to ONE (1) work day (TO INCLUDE TRAVEL/MEAL TIME) for scheduled classes of FOUR (4) HOURS or more.

D. **Bullet/Stab Resistant Vests**

Employees will be issued a bullet/stab resistant combination vest. Bullet/stab resistant vests will be replaced according to manufacturer recommendations (EXPIRATION DATE) and shall be equivalent to the stopping power of department issue caliber. Vest carriers shall be replaced on an as needed basis by a purchase order / voucher system. Bullet/stab resistant vests are required to be worn while in uniform.

E. **Ammunition and Targets**

Employees who are required to qualify with a handgun, weapon will be furnished with not less than five (5) targets and three hundred (300) rounds of reload ammunition per year subject to manufacturer availability.

F. **Riot Equipment**

The Department will provide adequate riot gear and equipment to help facilitate the quelling of disturbances by inmates.

G. **Inoculation / Screening**

The employer shall make HEPATITIS INOCULATIONS, INFLUENZA INOCULATIONS inoculation available to all employees covered by this agreement each year, on a voluntary basis and without charge to the employee. The FOP shall provide to the employer a list of employees each year, who wish to participate in the above inoculation / screening. This is a voluntary participation by the employees and both eligibility restrictions and supply availability may apply. The screening, if requested, shall be done by the primary care physician of the employee or in the case of workers compensation that involve a screening, then that physician shall administer the screening.

H. **Entrusted Funds**

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

I. **Portable Radios**

The Employer will continue to provide Employees with new or fully functional two-way Portable Radios, Microphone and home charger.

J. **Working Environment**

The employer shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment and shall continue to provide employees with and wearing apparel, tools, devices, or cleaning supplies reasonably necessary in order to ensure a reasonable safe and healthful place of employment as outlined in the 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 XVIII(C).

K. **Health And Safety Committee**

The FOP shall designate a representative to be a member of and 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 FOP representative shall suffer no loss of regular straight time pay to attend.

ARTICLE XX
EMPLOYEE RIGHTS

A. PERSONNEL INFORMATION

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

1. 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.

2. Disclosure of personnel records pursuant to N.J.S.A. 47:1A-10 the Open Public Records Act (OPRA) the Employer and the FOP 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.

a. 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 an employee 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.

b. 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.

B. 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.

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.

1. **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.

2. **CHARGES**

Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this agreement and are not otherwise unlawful or improper. Employees may be disciplined as set forth in accordance with a promulgated disciplinary policy. When the Employer or his/her designee imposes discipline, written notice of such discipline shall be given to the employee. Such notice shall contain the specific regulation violated and the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of discipline. If charges are to be brought they shall be in accordance with the applicable statutes including the forty-five (45) day rule.

3. **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. At the employees' request, the interview may be delayed for a maximum of 30 days, until such representation/legal counsel is present.

4 **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". When an employee is not represented by the FOP, he / she MUST SIGN THE FOP LIABILITY WAIVER FORM. The FOP may have the right to be present and shall, be notified of the initial filing and the final outcome. 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.

5 **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.

6 **MINOR DISCIPLINE**

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

7 **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.

C **RE-EMPLOYMENT RIGHT**

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.

D. **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.

E. **SENIORITY**

1. Seniority lists will be developed and posted within thirty (30) days of the signing of this Agreement and shall be presumed to be accurate unless a question is raised by an individual, or the FOP on behalf of an individual, within ten (10) calendar days of the posting.

The seniority lists will be used for determining vacation selection as well as the scheduling of voluntary and mandatory overtime.

2. Seniority is defined as follows as for Correctional Officers: date of employment with the GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONAL SERVICES.

3. Any employee may exercise seniority to bid for vacancies on shift assignments and job positions provided that the Employer's criteria for qualification are met. The Employer's criteria for qualification includes the employee's entire personnel record. The Employer will post any criteria and when all bidders are equally qualified, seniority will be the primary consideration prior to selection. 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 positions will be posted for ten (10) days prior to selection. Employer will then post the name of the person filling the assignment(s) or position(s) within ten (10) days after the posting

time for the vacancy(ies) 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).

4. 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.

F. 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.

G. MERIT SYSTEM EXAMINATIONS

Employees who are scheduled to take open competitive examinations for the position in which the Officer 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 Officer. Such privileges may not be abused.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

A. **Health Hazards**

Any employee required/requested to transport or be 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 will notify the employee as soon as possible, and any required medical exams and/or treatment will be provided by the Employer at no cost to the employee and without loss of pay if during work hours.

B. **Notification of Shift Change**

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

C. **Non-Discrimination**

There shall be no discrimination by the Employer or the FOP against any employee because of the employee's membership or non-membership in the FOP. Neither the Employer nor the FOP shall discriminate against any employee because of race, creed, color, age, sex, marital status or national origin. The employer shall comply with the mandatory provisions of relevant STATE AND FEDERAL laws prohibiting discrimination in the workplace.

D. **K-9**

Officers who are assigned a canine or other animal that was sponsored and trained by the Department, shall not be responsible for any monetary expenses related to the animal's care. The officer shall be equipped with the proper shelters and enclosures necessary to secure the animal and to maintain its and the public's safety.

1. If canine is injured while on duty, the Department will provide medical coverage for three (3) years at a County approved veterinarian.

E. **SOG**

The Warden shall establish and promulgate the criteria for eligibility to appointment to the E.R.T/ SOG TEAM. All bargaining unit members shall be eligible to apply to be members of the E.R.T./SOG TEAM.

F. **Home Electronic Detension (H.E.D. Unit)**

The Warden shall establish and promulgate policy and procedures for the H.E.D. Unit.

G. **Separability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

H. The retroactive aspects of this Agreement, including salary and economic benefits shall be retroactive unless otherwise stated. All retroactive monies will be paid on or before the thirtieth (30th) day after ratification and approval of this agreement by the GCBOCF. All said monies shall be paid by separate check and shall not be included in regular pay.

ARTICLE XXII
FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and full understanding and settlement by the parties of 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.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter. Any dispute regarding this section shall be determined solely by PERC.

C. This Agreement shall not be amended, modified nor supplemented in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXIII
DURATION

A. This Agreement shall be effective January 1, 2012, and continue in effect through December 31, 2015, subject only to the FOP's rights to negotiate a successor Agreement.

B. Negotiation for a successor Agreement shall commence during the month of July, 2015 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 FOP have caused this Agreement to be executed below:

GLOUCESTER COUNTY LAW ENFORCEMENT, LODGE 97, FOP

BY: Brad Schmidheiser
Brad Schmidheiser
President, FOP Lodge 97

BY:
Randy Kovendusk:
Rec. Secretary, FOP Lodge 97

BOARD OF CHOSEN FREEHOLDERS COUNTY OF GLOUCESTER

BY:
Robert M. Damminger, Freeholder Director

BY:
Chad M. Bruner, County Administrator

DATE: 5/13/13

Michael McLaughlin
Michael McLaughlin
TREASURER

SCHEDULE "A"
SALARY GUIDE FOR EMPLOYEES WITHIN THE SALARY GUIDE ON 12-31-12

	Jan 1st 2012	**Oct 1st** 2013	**Oct 1st** 2014	**Oct 1st** 2015
Step 4	*$49,571.*			
Step 5	**$54,312.**	*$60,665.*		
Step 6		**$63,705.**	*$71,579.*	
Step 7			**$73,098.**	*$82,492.*
Step 8				**$82,492.**

For Officers currently in the steps, all movement on steps begins October 1, 2013 and continues October 01, 2014 & 2015, until maximum salary is reached by all current employees on October 1st, 2015.

Hourly rates for Officers in the salary guide prior to 01-01-2013 will be calculated by dividing base salary by 2080 hours worked per year, until October 01, 2013.

After October 1st 2013, when the officers advance to the next salary step, and for the remainder of this agreement, the hourly rate will be calculated by dividing base salary by 2184 hours worked per year.

Hourly rates for Officers at maximum salary prior to 01-01-2013 will be calculated by dividing base salary by 2184 hours worked per year.

SCHEDULE "A" .... CONTINUED
SALARY GUIDE FOR EMPLOYEES AT MAXIMUM SALARY STEP AS OF 12-31-2012

Step 6 @ longevity %		Maximum Salaried 12-31-2012 Employees Only				
		2011	**2012**	**2013**	**2014**	**2015**
Step 6 @ (0%)		**$71,430.**	**$72,680.**	**$79,679.**	**$81,073.**	**$82,492.**
Step 6 @ (2%)		**$72,859.**	**$74,134.**	**$81,273.**	**$82,694.**	**$84,142.**
Step 6 @ (4%)		**$74,287.**	**$75,587.**	**$82,866.**	**$84,316.**	**$85,792.**
Step 6 @ (6%)		**$75,716.**	**$77,041.**	**$84,460.**	**$85,937.**	**$87,442.**
Step 6 @ (8%)		**$77,144.**	**$78,494.**	**$86,053.**	**$87,559.**	**$89,091.**

All current employees shall continue to receive longevity at the percentage longevity they received in 2012. Such employees will not receive any additional percentage increases in longevity in future years.

May 5 CMS BJK

Eight (8) hour position employees' schedule changes to 2184 hours/year effective ~~April 07~~, 2013 at which time the 2013 salary would be adjusted accordingly. The salary amount identified in the salary schedule is for 2184 hours worked per year at straight time. Therefore, until these employees' schedules are adjusted, their salaries are 3.75% less than shown on the salary schedule. Once these employees are working a 42 hour workweek, 84 hour per two week pay period, with a total of 2184 annual hours, their salaries will be commensurate with their 12-hour shift counterparts.

CMS BJK 5/9/13

SCHEDULE "B"
SALARY GUIDE FOR EMPLOYEES HIRED ON OR AFTER 01-01-2013

	2013	2014	2015
Step 1	$40,000.	$40,700.	$41,412.
Step 2	$43,607.	$44,370.	$45,147.
Step 3	$47,214.	$48,040.	$48,881.
Step 4	$50,821.	$51,710.	$52,615.
Step 5	$54,428.	$55,380.	$56,350.
Step 6	$58,035.	$59,051.	$60,084.
Step 7	$61,642.	$62,721.	$63,818.
Step 8	$65,249.	$66,391.	$67,553.
Step 9	$68,856.	$70,061.	$71,287.
Step 10	$72,463.	$73,731.	$75,021.
Step 11	$76,070.	$77,401.	$78,756.
Step 12	$79,679.	$81,073.	$82,492.

- Employees hired on or after January 01, 2013 shall no longer be eligible for longevity benefits.
- All steps shall be payable for one (one) year.
- Where applicable, Officers hired on or before June 30 of a given year shall progress one (1) step each January 01 until the employee reaches the maximum pay step on his salary schedule. Employees hired on or after July 01 of a given year shall advance to step two the second January 01, then every January 01 thereafter until the employee reaches the maximum pay step on his salary schedule.

APPENDIX "A"
UNIFORM ACQUISITION AND MAINTENANCE

Initial Issue for All Correction Officers:

3 Class B Pants
3 Class B Short Sleeve Shirts
1 Class A long-sleeve shirt*
1 Class A pair pants
1 Tie
2 Badges
Nameplate
1 All purpose jacket w/liner & 1 sweater
1 ID Wallet
1 Garrison Belt
1 Pair of Shoes (replacements on shoes every other year)

* Flags and Service Stars should be supplied and sewn on each shirt

Additional Issue FOR ALL EMPLOYEES WHO CARRY A FIREARM
1 holster
1 Sam Browne "type" belt
1 Double Ammo Pouch
1 Pair handcuffs w/ case and keys
Belt Keepers as necessary

Recruits
Khakis (issued prior to Academy)
Appropriate issue for Academy

The Warden, at his / her discretion, may change the uniform(s).

APPENDIX "B"

MODIFIED EIGHT HOUR JOB POSITION SCHEDULE
AND
TWELVE-HOUR SHIFT SCHEDULE

MODIFIED EIGHT HOUR SCHEDULE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
X	D	D	D	D	D	X

X = OFF
D = WORK DAY

CLASSIFICATION, OUTSIDE DETAIL, PRIMARY QUARTERMASTER
HOURS LISTED AT THE DISCRETION OF THE WARDEN
TWELVE HOUR SHIFT SCHEDULE

WEEK 1	SUN	MON	TUE	WED	THR	FRI	SAT
A-SHIFT	X	D	D	X	X	D	D
B-SHIFT	D	X	X	D	D	X	X
C-SHIFT	X	N	N	X	X	N	N
D-SHIFT	N	X	X	N	N	X	X

WEEK 2	SUN	MON	TUE	WED	THR	FRI	SAT
A-SHIFT	D	X	X	D	D	X	X
B-SHIFT	X	D	D	X	X	D	D
C-SHIFT	N	X	X	N	N	X	X
D-SHIFT	X	N	N	X	X	N	N

D = DAY SHIFT 0630-1830
N = NIGHT SHIFT 1830-0630
X = OFF

PROPERTY OFFICERS: 0600-1800
1800-0600

PERIMETER OFFICERS: 1800-0600

COMPUTER OPERATORS,
GYM, INFORMATION DESK,
HED, ROAD GANG OFFICERS: 0630-1830
1830-0630

APPENDIX "C"
DENTAL

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 to Appendix "C", showing each years rates and costs, shall be provided upon request.

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

M.P.

GLOUCESTER COUNTY / FRATERNAL ORDER OF POLICE, LODGE # 97
MEMORANDUM OF UNDERSTANDING – August 9, 2013

This Memorandum of Understanding is entered into as of this 9th day of August, 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;

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

1. Any overtime worked 24 hours before or 24 hours after ***an officer*** uses any sick leave, will not be counted towards overtime worked. The ***officer*** will be compensated at the straight rate of pay for all sick hours used during this time;
2. Vacation:

A.) All full-time employees hired prior to January 1, 2012 shall receive the following vacation leave per calendar year (January 01 - December 31):

		12 Hour Employee	8 Hour Employee
Beginning the first calendar year, 1 day per month worked (max. 12 days)		12 Hours	8.4 Hours
Beginning the 2nd – 4th year	12 workdays per year	144 Hours	100.8 Hours
Beginning the 5th - 11th year	15 workdays per year	180 Hours	126 Hours
Beginning the 12th - 19th year	20 workdays per year	240 Hours	168 Hours
Beginning the 20th - 25th year	25 workdays per year	300 Hours	210 Hours
Beginning the 26th - 30th year	30 workdays per year	360 Hours	252 Hours
Beginning the 31st year of service	1 day per each year served	+12 Hours	+8.4 Hours

B). Effective January 1, 2012, all new hires shall receive the following leave per calendar year (January 01 - December 31)

Initial hire - 1st year, 1 workday per month of employment up to 10 days

Beginning the 2nd - 5th year	10 workdays per year	120 Hours	84 Hours
Beginning the 6th - 15th year	15 workdays per year	180 Hours	126 Hours
Beginning the 16th year and over	20 workdays per year	240 Hours	168 Hours

3. Schedules will be 0600-1800/1800-0600 for HED and ***A,B,C,D shift***, 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), and hospital duty (all GCDOC employees BY COUNTY DOC TIME);
6. Upgrades, if needed, when no supervisors are available, will be done as we have been in the past, it will be the most senior C/O;
7. Officers that attended NJDOC Orientation that remained with the County Department of Corrections will be granted reimbursement / credit back of personal or vacation leave time taken; and
8. (1) One Personal Day will be added to all Officers hired prior to October 1, 2003.

DATE: 8/9/13

For the FOP:

PRESIDENT, FOP 97

For the COUNTY:

COUNTY ADMINISTRATOR

MEMORANDUM OF AGREEMENT

The Gloucester County negotiations committee and the Gloucester County Law Enforcement Lodge #97 negotiations committee agree to recommend for ratification and approval, the following modifications to the 2005-2008 CBA:

1. **DURATION:** January 1, 2012 to December 31, 2015.

2. **SALARY/SALARY SCHEDULE:**

   (a) Effective January 1, 2013, all new hires will be hired pursuant to a new salary schedule, Schedule A-1, which is attached. The new salary schedule shall include twelve (12) steps to maximum salary. All steps shall be one-year steps. The new Step 1 shall be $40,000. All other steps shall be equalized between Step 1 and Step 12 which in 2013 is $79,679.

   (b) Effective January 1, 2012, the 2011 maximum salary of $71,430 shall be increased by 1.75%; to be followed by an additional 1.75% effective January 1, 2013; to be followed by an additional 1.75% effective January 1, 2014; to be followed by an additional 1.75% effective January 1, 2015. This is applicable to the 66 employees at maximum in 2012.

   (c) The seventeen (17) employees on Step 4 ($49,571) in 2012 and the ten (10) employees on Step 5 ($54,312) in 2012 shall reach maximum salary on October 1, 2015. This will be achieved by receiving deferred salary increases effective October 1, 2013, October 1, 2014 and October 1, 2015. The three deferred salary increases for the seventeen (17) employees on Step 4 in 2012 that are effective October 1, 2013, October 1, 2014 and October 1, 2015 shall be equal to one-third of the difference between $49,571 and the 2015 maximum salary. The three deferred salary increases for the ten (10) employees on Step 5 in 2012 that are effective October 1, 2013, October 1, 2014 and October 1, 2015 shall be equal to one-third of the difference between $54,312 and the 2015 maximum salary

3. **LONGEVITY:**

   (a) Effective January 1, 2013, all new hires will no longer be eligible for longevity benefits.

   (b) All current employees shall continue to receive longevity at the percentage longevity received in 2012. Such employees will not receive any additional percentage increases in longevity in future years.

4. **HOLIDAYS**:

   (a) Effective January 1, 2013, Paragraph D in Article VII, Holidays, providing for the payment of fourteen (14) holidays, as a lump sum for the year in a separate check, shall be deleted from the collective negotiations agreement.

(b) Effective January 1, 2013, the value of ten (10) holidays shall be rolled into base salary and added to the maximum step on the 2013 salary schedule. This is equivalent to 3.85% of base salary (80 hours ÷ 2080 hours). The elimination of the value for the four (4) other holidays takes into account the County's additional costs, such as pension contributions.

5. **BONUSES & SHIFT DIFFERENTIAL**:

(a) Effective January 1, 2013, contract language providing for Shift Differential; Physical Fitness Bonus; Education Bonus; Sick Leave Redemption; and Individual Attendance Bonus shall be deleted from the collective negotiations agreement. It is understood that the Individual Attendance Bonus shall be paid out in 2013 for all employees that satisfied the requirements of Schedule B (3) for calendar year 2012.

6. **ADDITIONAL REGULAR PAY**:

(a) The additional regular pay of 104 hours shall cease effective January 1, 2013. In consideration of this agreement, the maximum step on the salary schedule shall be increased by the value of seventy-eight (78) hours. This is equivalent to 3.75% of base salary (78 hours ÷ 2080 hours). The elimination of the value for the twenty-six (26) hours takes into account the County's additional costs, such as pension contributions.

7. All proposals not included in this MOA shall be deemed withdrawn. The FOP shall continue direct negotiations with the Warden on any open operational issues.

8. PERC Mediator, Robert Glasson, shall retain jurisdiction pending final ratification and approval of the terms of the MOA.

FOR THE COUNTY **FOR FOP LODGE #97**

DATE:

Schedule A

SALARIES

(Applicable to Officers hired before January 1, 2013)

Effective	2012 (1-1-12)	2013 (1-1-13)	2014 (1-1-14)	2015 (1-1-15)
Step 1	35,347	35,347	35,347	35,347
Step 2	40,089	40,089	40,089	40,089
Step 3	46,795	46,795	46,795	46,795
Step 4	49,751*	49,751	49,751	49,751
Step 5	54,312 **	54,312	54,312	54,312
Step 6	72,680	79,679***	81,073	82,492

* The three deferred salary increases effective October 1, 2013, October 1, 2014 and October 1, 2015. shall be equal to one-third of the difference between $49,571 and the 2015 maximum salary for the seventeen (17) employees on Step 4 in 2012.

** The three deferred salary increases effective October 1, 2013, October 1, 2014 and October 1, 2015. shall be equal to one-third of the difference between $54,312 and the 2015 maximum salary for the ten (10) employees on Step 5 in 2012.

*** The $79,679 maximum salary in 2013 includes a 1.75% salary increase, the roll-in of ten (10) holidays and the roll-in of seventy-eight (78) hours of "Additional Regular Pay."

Schedule A-1

SALARIES

(Applicable to Officers hired on or after January 1, 2013)

	2013	2014	2015
Step 1	40,000	40,700	41,412
Step 2	43,607	44,370	45,147
Step 3	47,214	48,040	48,881
Step 4	50,821	51,710	52,615
Step 5	54,428	55,380	56,350
Step 6	58,035	59,051	60,084
Step 7	61,642	62,721	63,818
Step 8	65,249	66,391	67,553
Step 9	68,856	70,061	71,287
Step 10	72,463	73,731	75,021
Step 11	76,070	77,401	78,756
Step 12	79,679	81,073	82,492

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Daniel Christy

DEPARTMENT OF CORRECTIONS

WARDEN
Eugene J. Caldwell, II

PO Box 689
Woodbury, NJ 08096

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New Jersey Relay Service-711
Gloucester County Relay Service
(TTY/TTD) 1-800 852-7897

Lodge #97

MEMORANDUM

TO: All Uniformed Staff

FROM: Eugene J. Caldwell, II, Warden

DATE: January 31, 2014

RE: Overtime Procedures (Revised)

Effective February 1, 2014, the following call-in overtime procedures will be implemented for the units and shifts below:

1. **12 Hour Transport Personnel (LT/SGT/C/O).** All three cannot schedule off at the same time.

   a. **0600 – 1800: MON – FRI:** If the Shift Commander is off, the most senior sergeant will be in charge or if there are NO Sergeants, the sergeant in HED (As long one staff member remains in HED) will be in charge. If there are NO Sergeants working, call for OT using the SUPERVISORS LIST for the hours where no sergeant is working, except for Holidays and when the courts are closed for inclement weather or unrelated emergencies.

   b. **0600 – 1800: SAT, SUN & HOLIDAYS:** When one is off and one is working, overtime is not needed. NO UPGRADES. If one is off and the other two call out, call for OT (SUPERVISOR LIST first, if no takers then TRANSPORTATION LIST), and if no one takes the OT, force one of the officers already working for 4 hours using the TRANSPORTATION FORCE LIST. There must be ONE staff member assigned in the unit at all times unless ordered by the ON CALL Supervisor. If there is NO supervisor working during these hours and an issue arises, call the ON CALL Supervisor for assistance.

   c. **1800 – 0600: MON – FRI:** If the Shift Commander is off, the most senior sergeant will be in charge or if there are NO sergeants, the sergeant in HED (As long as one staff member remains in

HED) will be in charge from **1800 – 2000** and/or **0500 – 0600.** Call OT using the SUPERVISORS LIST for **2000 – 0500,** except for Holidays and when the courts are closed due to inclement weather or unrelated emergencies. If there is NO sergeant at **1800 – 2000**, the Shift Commander from **0600 – 1800** shall be forced up to 2 hours. If no supervisors take the OT the officer working from **2000 – 0500** will be upgraded to sergeant, except for Holidays and when the courts are closed due to inclement weather or unrelated emergencies. If there is no one working to upgrade call for OT using the TRANSPORTATION LIST. There must be ONE staff member assigned to the unit at all times unless order by the ON CALL Supervisor. Officers working until 2000 may be asked to stay up to 2 hours to complete a transport.

d. **1800 – 0600: SAT, SUN & HOLIDAYS:** When one is off and one is working, overtime is not needed. NO UPGRADES. If one is off and the other two call out, call for OT (SUPERVISORS LIST first, if no takers then TRANSPORTATION LIST) and if no one takes the OT, force one of the officers already working for 4 hours using the TRANSPORTATION FORCE LIST. There must be ONE staff member assigned to the unit at all times unless ordered by the ON CALL Supervisor. If there is NO supervisor working during these hours and an issue arises, call the ON CALL Supervisor for assistance.

- A Superior Officer is required to work Monday 0500-2000 on Friday, except for Holidays and when the courts are closed due to inclement weather or unrelated emergencies.
- Officers will be upgraded to the rank of sergeant during these days/ hours in the absence of a superior officer, except for Holidays and when the courts are closed due to inclement weather or unrelated emergencies.
- A Superior Officer is not required to work between Friday 2000 – 0500 on Monday, Holidays and when the courts are closed due to inclement weather or unrelated emergencies. If no supervisor is on duty, contact the ON CALL Supervisor for assistance.

2. **HED:** Both cannot schedule time off at the same time.

a. **0600 – 0800: MON – FRI:** When one is working and one is off, NO overtime is needed. When one is off and the other calls out and the HED Coordinator is working, NO overtime is needed. An officer already working will stay for two (2) hours until the HED Coordinator arrives. When one is off, one calls out and the HED Coordinator is off, call OT using the HED LIST and if no one takes the OT, force one of the officers already working for 4 hours using the HED LIST.

b. **<u>0600 – 1800: SAT & SUN:</u>** When one is off and one is working NO overtime is needed. If one is off and the other calls out, call for OT using the HED LIST, if no one takes the OT, force one of the officers already working for 4 hours using the HED FORCE LIST. There must be ONE staff member assigned in HED at all times unless ordered by the ON CALL Supervisor.

c. **<u>1800 – 0600: SAT & SUN:</u>** When one is off and one is working no overtime is needed. If one is off and the other calls out, call for OT using the HED FORCE LIST, if no one takes the OT, force one of the ones already working for 4 hours using the HED FORCE LIST. There must be ONE staff member assigned in HED at all times unless ordered by the ON CALL Supervisor.

If two are working in HED and we need one to do a transport, you may use one (not an all day transport) as long as one is still working in HED. If HED has one and needs to do a transport, supply them with someone to do the transport.

Sergeants working in HED may be needed from time to time to supervise the Transportation Unit (As long as one is still assigned to HED) in the absence of a Transportation Supervisor.

3. **<u>HOSPITAL DUTY:</u>** Call the ON CALL Supervisor for assistance. If an inmate is admitted into the hospital, try to get him/her released or court ordered onto our bracelet program. During business hours call classification, after hours, call the municipality or communications for the on call judge, on child support and county charges. The goal is to be released first. If OT is ordered by the ON CALL Supervisor, use the HOSPITAL LIST.

4. **<u>ROAD GANGS:</u>** Road gangs shall not be cancelled and used for transports unless approved by the ON CALL Supervisor. They can be asked to stay up to 2 hours or be forced if needed after their tour of duty only by the ON CALL Supervisor.

NO OVERTIME WILL BE CALLED OR APPROVED FOR THE HOSPITAL, HED OR TRANSPORTATION UNITS UNLESS APPROVED BY THE OPERATIONS LIEUTENANTS DURING BUSINESS HOURS OR THE ON CALL SUPERVISOR AFTER HOURS.

If you have any further questions, call me.

EJC/clq

Signed 02/10/14

SIGNED 02/10/14

GLOUCESTER COUNTY / FRATERNAL ORDER OF POLICE, LODGE # 97
MEMORANDUM OF UNDERSTANDING – February 10, 2014

This Memorandum of Understanding is entered into as of this 10th day of February 2014, 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".

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 VII (A)

   E. 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 II (C)

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

3. Transportation Article XIX (A)

   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 (7 on A.B.C.D. Shift, 19 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 4 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.

Signed 02/10/14

SIGNED 02/10/14

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