

AGREEMENT

Between

**GLOUCESTER COUNTY CORRECTIONAL POLICE OFFICERS
ASSOCIATION, F.O.P. LODGE 97**

and

**GLOUCESTER COUNTY BOARD OF COMMISSIONERS
& SHERIFF OF GLOUCESTER COUNTY**

January 1, 2022 THROUGH DECEMBER 31, 2027

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SCHEDULES ATTACHED

SCHEDULE "A"

SALARY GUIDE WITH YEARLY PERCENTAGE INCREASES

SCHEDULE "B"

SALARY GUIDE FOR ACTIVE GLOUCESTER COUNTY CORRECTIONAL POLICE
OFFICERS

APPENDICES ATTACHED

APPENDIX "A"

UNIFORM ACQUISITION AND MAINTENANCE

APPENDIX "B"

MODIFIED EIGHT HOUR SHIFT/JOB POSITION SCHEDULE

APPENDIX "C"

RETIREE PRESCRIPTION SIDE LETTER

APPENDIX "D"

DENTAL

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MEMORANDUM OF UNDERSTANDING OF THE PARTIES (JOB SECURITY)

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MEMORANDUM OF UNDERSTANDING OF THE PARTIES (MANPOWER)

ARTICLE I
PREAMBLE

This agreement is entered into by and between the Gloucester County Board of Commissioners and the Gloucester County Sheriff (hereinafter “the Employer”) and the Fraternal Order of Police Lodge 97, recognized as the FOP (hereinafter, “the FOP”) for the purpose of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto. This agreement represents the complete, final and integrated understanding of the parties on all negotiable issues.

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

ARTICLE II **RECOGNITION**

A. BARGAINING UNIT

The Employer hereby recognizes the FOP as the exclusive representative for the purpose of collective negotiations with respect to all negotiable terms and conditions of employment for all full-time Gloucester County Correctional Police Officers (hereinafter called "Employees" or, in the singular, "Employee"), excluding all other employees who are not serving in a full-time and permanent capacity, including but not limited to temporary or interim employees. Temporary employees are employees whose term of employment is fixed upon employment for a period not greater than six (6) months. Interim employees are employees hired as replacements for bargaining unit members for a period of up to one (1) year during a leave of absence.

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 Board, and the Public Employment Relations Commission that apply to the Employer and Employees covered by this agreement 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 FOP 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 all applicable statutes, regulations, and departmental policies governing corrections operations and/or the conduct of County Correctional Police Officers shall be followed by the Employer and the Employees.

ARTICLE III
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, and to fairly and expeditiously process minor disciplinary appeals.

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 an asserted breach, misinterpretation or improper application of this agreement. An asserted violation, misinterpretation, or improper application of any administrative rules, policies, or procedures shall not be processed beyond Level 3 of this grievance procedure.

2. A "grievant" is the person or persons, the FOP, making the claim.

3. "Minor discipline" is a reprimand or a suspension or fine of five (5) or less working days. Any appeals of minor discipline shall be subject to the below grievance procedure.

C. Procedure

All grievances shall be in writing. The time periods below for submitting a grievance and pursuing it through the grievance process shall be strictly construed and enforced. Failure to pursue a grievance within these time periods shall constitute forfeiture of the grievance unless the time period has been extended by a written agreement of the parties. If no response is made by the Employer by the end of its time allotment, it shall be construed to be a denial of the grievance, and the grievant may proceed to the next level. Before the submission of a formal grievance in the manner set forth below, the grievant may orally present and discuss the matter with the appropriate supervisor in an attempt to resolve it informally; provided that doing so shall not toll the time limitations of the grievance process.

➤ Level One

A grievance shall be filed in writing with the Undersheriff or his/her designee within ten (10) calendar days of the occurrence giving rise to the grievance. Failure to act within said ten (10) calendar days shall constitute an abandonment of the

grievance. The Undersheriff or designee shall review the matter and may schedule a meeting with the grievant and/or the grievant's representative. The Undersheriff or designee shall issue a response within ten (10) calendar days following receipt of the grievance or, if there is a meeting, within ten (10) calendar days following the meeting.

➤ **Level Two**

In the event an acceptable resolution has not been reached through Level One procedures, the grievance may be filed with the County Administrator within ten (10) calendar days following receipt of the response at Level One. The County Administrator or his/her designee shall review the matter and may schedule a meeting with the grievant and/or the grievant's representative. The County Administrator or his/her designee shall issue a response within ten (10) calendar days following receipt of the grievance or, if there is a meeting, within ten (10) calendar days following the meeting.

➤ **Level Three**

In the event an acceptable resolution has not been reached through Level Two procedures, the grievance may be filed with the Sheriff within ten (10) calendar days following receipt of the response at Level Two. The Sheriff or his/her designee may schedule a hearing and will issue a written determination within (10) days following the hearing or review, whichever is later.

➤ **Level Four**

In the event an acceptable resolution has not been reached through Level Three procedures, the FOP may submit the grievance to arbitration. The time frames for submitting a grievance to arbitration and the parameters concerning arbitration are set forth in Section D below.

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, or to appeal minor disciplinary matters. 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, that issue shall be resolved, as appropriate, by the arbitrator selected in accordance with the provisions of Section D.1 of this Article, PERC, or a court of competent jurisdiction.

4. The arbitrator shall not consider any past practice precedent except to the extent needed to clarify ambiguous language 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 arbitration shall be granted time off without loss of pay to appear at the arbitration. No additional time and/or compensation shall be given to an off-duty witness.

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.

E. Representation

Any grievant may be represented at all stages of the grievance procedure by himself/herself, legal counsel, or a representative of the FOP provided that the FOP approves such representation. When the grievant is not represented by the FOP, the FOP shall have the right to be present at all levels of the grievance procedure.

F. Reprisals

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

G. Group Grievance

If in the judgment of the FOP a grievance affects more than one Employee, the FOP shall identify all other affected Employee(s) and submit the matter as a group grievance in writing. The processing of the group grievance shall then commence at Level Two, and the FOP may pursue the grievance through all remaining levels of the grievance procedure.

H. Miscellaneous

1. All grievance responses 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.

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. No party or person shall record the meeting or hearing other than by means of a certified court reporter or stenographer, after notice to the other party.

ARTICLE IV
WORKDAY, OVERTIME, AND CALL-IN SENIORITY

A. Workday

1. Workday – Employees will work eighty-four (84) hours in a fourteen (14) day working period. Employees shall be assigned to a modified eight (8) hour work day during each working period, as reflected in “Appendix B”.

2. Breaks. Employees will receive one (1) thirty (30) minute meal break during each eight and a half (8.5) hour shift. If a meal break is interrupted for emergency situations or operational needs, the Employee may return to finish the break provided his/her work responsibilities permit, and the Employee will not receive any additional compensation for any break interruption.

3. Additional Shifts and Modifications.

a. The employer shall have the discretion to modify shift start and ends times and to create specialized shifts for outside work details and power shifts on a flex time basis.

4. Attendance. All Employees 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. Shift Assignments

1. All eight and a half (8.5) hour shift assignments shall be posted for bid annually in November via email notification, and the posting on necessary bulletin boards. It is understood for the purposes of this section that the Sheriff or his/her designee shall determine the number of shift assignments needed. All such bidden shift assignments will commence on January 1st, and

end on December 31st. Bids for available shift assignments shall be submitted by the employee to the Sheriff or his/her designee between November 1st and November 30th. The Sheriff or his/her designee shall respond in writing to the bid requests, and also post the names of the persons filling the shift assignments no later than December 15th.

2. Written requests for posted shift assignments shall be submitted to the Sheriff or his/her designee on forms provided by the Sheriff. The Sheriff or his/her designee shall post any criteria to be considered for qualification for a bidden shift assignment; and when all bidders are equally qualified for a posted shift assignment, seniority will be the primary consideration for selection.

3. If no bids are received for a particular bidden shift assignment, then the Sheriff, or his/her designee, shall have the right to fill any such shift assignment that received no bids using reverse seniority among all qualified officers. All other employee shift assignments shall be determined by the Sheriff, or his/her designee.

4. Temporary Shift Assignment – The Sheriff or his/her designee shall have the right to temporarily assign employees to a different shift within the Department with fourteen (14) days' notice. No employee shall be assigned to a temporary shift for longer than six (6) months, except in cases where the employee is temporarily assigned to another agency.

5. The following shifts may be assigned during the term of this agreement:

- i. 0500-1330
- ii. 0600-1430
- iii. 0700-1530
- iv. 0800-1630
- v. 0830-1700
- vi. 0930-1800

As reflected in "Appendix B."

C. Short Notice Leave

Upon request, subject to Article IX and Article XIII, the Undersheriff or his/her 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.

D. Overtime

1. An Employee who is required to work in excess of their assigned work day 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. For overtime purposes, time worked includes Vacation Leave, Bereavement Leave, Administrative Leave,

Association Leave, Training, and Holidays. Sick leave will NOT be included for overtime purposes.

2. The appropriate rate of overtime shall be one and one half (1 ½) times the Employee's normal hourly rate of pay. For purposes of calculating the Employee's normal hourly rate of pay, the Employee's annual salary (inclusive of longevity where applicable) shall be divided by 2184. Overtime shall include any necessary travel time for official business, as per the Fair Labor Standards Act.

3. In the event that overtime work is required the employer shall first attempt to secure volunteers where the assignment is not expected to exceed two (2) hours. In the event that overtime is expected to exceed two (2) hours, the employer shall assign employees using the overtime books based upon seniority. If unable to secure employees to work overtime through these measures, the employer may require employees to work mandatory overtime up to eight (8) hours. All employees, no matter their shift or work unit, shall be required to work mandatory overtime. Such mandatory overtime shall be based upon reverse shift seniority, except in emergency situations. Employees must receive a four (4) hour break in service between mandatory overtime assignments except for in emergency situations when ordered by the Sheriff or his/her designee.

4. 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.

5. 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.

6. 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.

7. The overtime list shall be utilized for any post-shift requirement exceeding two (2) hours. There will be a Forced List for this Overtime list in reverse order, by GCDOC time.

8. There will be a separate "Hospital Overtime List". This list will combine both Sheriff Sergeants & Officers and County Correctional Police Sergeants & Officers. County Correctional Police Sergeants & Officers that choose to be on the list will remain on the list for the remainder of the calendar year before they are able to remove their names from the list. If a County Correctional Police Officer chooses to be on this Hospital Overtime List, the forced list provision in the preceding Paragraph 7 would apply to that individual since he/she volunteered to be on this Hospital Overtime List.

8. 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.

9. Upgrades, if needed, when no supervisors are available will be assigned based on seniority.

E. 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.

F. 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.

G. Compensatory Time

For all overtime hours, all Employees may voluntarily elect to receive compensatory time in lieu of overtime. Employees making this election shall receive compensatory time equal to the rate of overtime pay (e.g., if the Employee works three (3) hours of overtime, the Employee may elect to receive four and a half (4.5) hours of compensatory time in lieu of overtime compensation at one and a half times the Employee's normal rate). The parameters for the accrual and use of compensatory time are set forth below:

1. An Employee may accrue and carry over to the following year at his or her discretion a total of seventy-two (72) hours of compensatory time. Any Employee shall not accrue compensatory time in excess of 72 hours. Any hours that exceed the 72-hour limit shall be paid out to the Employee at the earned overtime rate.

2. Employees shall use earned compensatory time within ninety (90) days from the date the compensatory time is earned.

3. The use of compensatory time may be at a minimum of a one (1) hour block and up to an entire shift.

4. No compensatory time shall be taken on a holiday and shall be denied if it would create overtime.

5. Compensatory time shall be scheduled in accordance with the scheduling of vacation time, based on the work load and necessary staffing requirements. In the scheduling of compensatory time, Employees who have pre-scheduled vacations and/or administrative leave days shall be given priority over Employees attempting to utilize compensatory time.

6. During daily operations, if an Employee chooses to use compensatory time during the remainder of his/her shift, the Employee may do so depending upon the workload and staffing requirements, to be determined by the Sheriff or on-call supervisor.

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

ARTICLE V **WAGES**

A. Salaries

1. The retroactive aspects of this Agreement, including salary and economic benefits shall be retroactive to January 1, 2022 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 Gloucester County Board of Commissioners. All said monies shall be paid by separate check and shall not be included in regular pay. The County will deduct all Federal and State deductions, including but not limited to pension deductions and deficient health insurance premium deductions.

2. The Salaries of all employees shall be increased in accordance with the following schedule:

- i. 2022 – 2.5%
- ii. 2023 – 2.5%
- iii. 2024 – 2.75%
- iv. 2025 – 3%
- v. 2026 – 3%
- vi. 2027 – 3%

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 VI **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 Sheriff or his/her designee 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.

B. Damaged Gear

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 to the Undersheriff within 48 hours of the occurrence, signed by the Employee and the Undersheriff. The destroyed or damaged items must also be submitted to the Undersheriff or his / her designee.

C. Uniform Changes

Employer will bear the cost of any uniform changes it makes or to which it agrees. It is understood, however, that uniform requirements are exclusively the prerogative of the Employer.

D. Retirement Badge

The Employer shall issue to the employee a "RETIRED" picture ID and badge within 30 days of retirement to any Employee who retires or separates in good standing provided that the employee provides 60 days-notice of his or her separation from employment. The ID shall include the retiree's name and date of separation.

ARTICLE VII
MEDICAL BENEFITS

A. **Health Benefits.** The Employer shall provide the following health benefits for each employee and his eligible dependents.

1. Medical coverage will be in accordance with any of the plans offered by the State Health Benefits Program.
2. Prescription drug coverage will be in accordance with any of the Employee Prescription Drug Plans offered by the State Health Benefits Program.
3. **Vision Care.** It is understood that this shall remain a separate policy 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.
4. **Dental.** The Employer shall continue to provide dental insurance in accordance with the current indemnity plan. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization in accordance with the existing terms of that plan. Employees who elect to enroll in the dental plan organization may also enroll their dependents. The Employer shall offer the option of selecting Delta Premier Family Care Coverage for employees and their dependents.

Employees who do not have medical and prescription coverage pursuant to Sections 1 and 2 above but receive dental coverage under this Section, at a cost to the Employer which shall be capped at \$31, will make contributions toward the cost of coverage through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Any and all costs over \$31.00 shall be the responsibility of the employee.

Open enrollment periods for the dental plans shall be in November of each year, with coverage beginning January 1.

5. Employees who terminate their employment or begin unpaid leaves 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 four (4) weeks in advance of the coverage month.

6. Chapter 78. Effective January 1, 2014, all active unit employees who have not withdrawn from the County's health insurance program, shall contribute towards the cost of health insurance in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to an IRS Section 125, salary reduction premium-only plan, in accordance with the County's regular payroll practices. Retirees will not be required to pay contributions towards the cost of their post-retirement insurance coverage, except as may be required by law.
7. Effective with open enrollment in the Fall of 2022, employees enrolling in NJ Direct 10, shall contribute to the cost of the health care premium at the Tier 4 contribution level under Chapter 78, P.L. 2011.
8. Employees enrolling in NJ Direct 15, NJ Direct 1525, NJ Direct 2030, Horizon HMO, and NJ Direct/NJ Direct 2019, or equivalent plans thereto, shall contribute to the cost of the health care premium at the Tier 3 contribution level under Chapter 78, P.L. 2011.
9. Employees enrolling in NJ Direct 2035, Horizon OMNIA, NJ Direct 4000 and NJ Direct 1500, or equivalent plans thereto, shall contribute to the cost of the health care premium at the Tier 2 contribution level under Chapter 78, P.L. 2011.
10. After open enrollment and prior to December 31, 2022 employees enrolling in any health care plan other than New Jersey Direct 10, shall receive a one-time payment in 2023 of the 2023 difference in annual premiums between New Jersey Direct 10 and the plan in which the employee enrolls.
11. Employees who moved out of NJ Direct 10 during the 2019, 2020 or 2021 Open Enrollment and enrolled in a plan identified in the above subsections 8 and 9 for the 2020, 2021, or 2022 calendar year shall receive a one-time payment of the difference between the employee benefit contribution under NJ Direct 10 (for the year in which the new plan applies) and the employee benefit contribution for whichever plan was chosen under subsections 8 and 9 as applicable. This payment will be issued after open enrollment 2022 and prior to December 31, 2022.
12. If the State Health Benefits Plan (SHBP) begins to offer a new plan(s) not currently memorialized in this Agreement, the County of Gloucester agrees to negotiate with the FOP, upon the request of either party, the tier contribution level under Chapter 78, P.L. 2011, for the new plan(s).

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 insurance 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.
2. Any officer age 62 and over who chooses to take pension before twenty-five (25) years of PERS or PFRS service will be able to buy prescription and health benefits at cost (County group rate).
3. Effective January 1, 2014, Employees with less than 20 years of creditable service in one or more State or locally administered retirement systems as of June 28, 2011, and who subsequently retire after the signing of this Contract, shall only make health care contributions during retirement in accordance with any applicable requirements in P.L. 2011, Chapter 78. Employees with 20 or more years of credited service as of June 28, 2011, are exempt from this contribution obligation.

E. Death of Active Employee and Retiree.

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.1 above, all benefits shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such officer's death.

3. Upon the death of a retiree, all benefits shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such retiree'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. The Employer must notify the FOP in writing 60 days prior to any change 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 III, Section D. This arbitration will occur prior to any change.

G. Waiver of Benefits. In January of each year, employees who are enrolled in the medical or prescription plans pursuant to Section A may elect to waive either or both coverage's, 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. Waiver of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent open enrollment period (in November) or unless the employee loses his or her alternative coverage (as, for example, by termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's indemnity plan within thirty (30) days or within sixty (60) days in an approved HMO plan after giving notice or as soon thereafter as is permitted under the insurance then in effect.
3. Waivers of coverage will take effect January 1 following the employee's election.
4. Employees who have waived coverage but plan to apply for post-retirement medical or prescription coverage pursuant to Section D must be re-enrolled in the respective plans not less than one (1) year prior to retirement.

H. Flexible Spending. 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 VIII HOLIDAYS

A. SPECIFIED HOLIDAYS. Each Employee covered by this Agreement shall enjoy the following holidays to be observed on the dates specified each year by the Employer. There shall be a minimum of fifteen (15) holidays per year, with a schedule of observance to be determined by the employer. They are as follows:

*NEW YEAR'S DAY	COLUMBUS DAY
MARTIN LUTHER KING DAY	ELECTION DAY
PRESIDENT'S DAY	VETERANS DAY
GOOD FRIDAY	*THANKSGIVING DAY
MEMORIAL DAY	DAY AFTER THANKSGIVING
JUNETEENTH	*CHRISTMAS DAY
*4 TH OF JULY	PERSONAL HOLIDAY (in lieu of Lincoln's
LABOR DAY	Birthday, to be used as an additional vacation day)

“*” indicates premium holidays

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. For the purposes of this subsection these premium holidays will be observed on the days normally celebrated whether these days are Saturdays or Sundays. This provision is in lieu of the schedule referenced in subsection D below and under no circumstances shall an employee be entitled to the benefits of both sections for the same holiday hour.

C. Overtime work on all holidays shall be compensated at two and one half (2-1/2) times the regular straight time rate of pay of the employee.

D. Employees working an eight and a half (8.5) hour schedule shall follow the County of Gloucester Administration schedule of observance for all holidays. They shall not be required to work these holidays. Holidays that fall on Saturday will be observed on Friday and Holidays that fall on Sunday shall be observed on Monday. For the purposes of determining which shifts fall on a holiday, it is understood that holidays include the night shift beginning on the day of the holiday but does not include the night shift which begins on the eve of the holiday.

E. Employees shall be permitted to take their Personal Holiday in the same manner as a vacation day.

ARTICLE IX **VACATION**

A. Employees shall receive the following vacation leave per calendar year (January 01 – December 31):

Beginning the 1 st Calendar Year, 1 day per month worked (max 12 days)	12 days/year
Beginning the 2 nd – 4 th year	12 Work Days per Year
Beginning the 5 th – 11 th year	15 Work Days per year
Beginning the 12 th – 19 th year	20 Work Days per year
Beginning the 20 th – 25 th year	25 Work Days per year
Beginning the 26 th – 30 th year	30 Work Days per year
Beginning the 31 st year	1 Work Day per each year of service

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 Undersheriff 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 ten (10) vacation days per year, subject to the operational requirements of the Employer. Reimbursement shall be at the current year's rate of pay.

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 bidden 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, and Transportation 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. A total of Four (4) officers shall be permitted to be on Vacation / Administrative Leave at one time (excluding sergeants) as long as the total number of DOC sworn officers employed by the Sheriff's Office equals twelve (12) or more. Once the total number of officers decreases to below twelve (12), but greater than or equal to eight (8), then only three (3) officers will be permitted to be on Vacation / Administrative Leave at one time. Once the total number of officers decreases below eight (8), but greater than or equal to four (4), then only two (2) officers will be permitted to be on Vacation / Administrative Leave at one time. Once the total number of officers decreases below four (4), then only one (1) officer will be permitted to be on Vacation / Administrative Leave. For purposes of this provision, the total number of officers shall not include those officers on Light Duty, Leaves of Absence, Sick Leave, Emergency Vacation Leave, Union Leave, Bereavement Leave, or Training.

I. The following vacation scheduling requirement is per shift for vacation and administrative leave and sets forth the allowable number of officers who can take off per shift (this includes officers using 1/4 days, 1/2 days or whole days):

1-3 officers assigned:	One (1) officer off,
4-8 officers assigned:	Two (2) officers off,
9 or more officers assigned:	Four (4) officers off.

For purposes of this provision, the total number of officers shall not include those officers on Light Duty, Leaves of Absence, Sick Leave, Emergency Vacation Leave, Union Leave, Bereavement Leave or Training.

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. Upon twenty-four (24) hours-notice, vacations of five days or less shall be granted by the Undersheriff or his designee subject to the work required of the Employer and subject to meeting the parameters of BOTH Section H and Section I above. The Undersheriff 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.

4. 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.

5. 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 X
EMPLOYEE REIMBURSEMENTS

A. When an employee is required to use his personal automobile due to the unavailability of any departmental vehicles 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 provided that a supervisor with the rank of Lieutenant or above approves the use of a personal vehicle.

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. All employees shall seek and obtain the approval of the Sheriff or his/her designee before enrolling in any course.

ARTICLE XI
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 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 Employees:

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/her supervisor shall be notified at least one (1) hour prior to the Employee's usual reporting time. In case of sudden illness or emergency, exceptions may be granted.

1. Failure to so notify the supervisor may be cause for 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 Sheriff's Office Standard Operating Procedures and Personnel Policies, and the County Human Resources Manual. 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. If sick leave is used on a premium holiday, verification of that sick leave must be turned in within ten (10) 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.

4. Any overtime worked twenty-four (24) hours before or twenty-four (24) hours after an officer uses sick leave will not be counted to hours worked for overtime purposes. The officer will be compensated at straight time for all sick leave hours taken during this period.

5. The Employer reserves the right to investigate and discipline incidences of sick leave abuse in accordance with the Sheriff's Office Standard Operating Procedures and Personnel Policies, and the County Human Resources Manual.

F. Sick Leave Redemption

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.

G. 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 policy on donating sick time.

H. Documented sick leave (for example, sick leave used for a doctor visit with a note documenting said visit) will not be used negatively for those bidding for shifts.

ARTICLE XII
BEREAVEMENT LEAVE

A. Employees shall be entitled to four (4) days leave per incident with pay for the death of a 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 ten (10) working days from the date returned to work.

ARTICLE XIII OTHER BENEFITS

A. Administrative Leave

Employees hired before August 9, 2013 shall be allowed three (3) days off with pay annually for personal business that cannot be disposed of outside of working hours. All other 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. Except in extraordinary circumstances, requests for administrative leave shall be submitted at least twenty-four (24) hours in advance to the Sheriff or his/her designee. In the event of extraordinary circumstances when administrative leave is approved by the Sheriff or On-call Supervisor upon less than twenty-four (24) hours' notice, the Employee will be required to submit supporting documentation for the absence within ten (10) calendar days of the absence. It is understood that in order to maintain sufficient service levels or staffing minimums, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered or obstructed.

B. 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 Commissioners has, by policy, declared that it will supplement the insurance check for one (1) year.

2. It is understood that all County Correctional Police 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.

ARTICLE XIV
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 lay off employees in the event of lack of work, funds or under conditions where continuation of such work would be inefficient and nonproductive 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 XV
FOP 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

Two (2) 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 Sheriff or his/her designee.

D. Statutory Leaves

Representatives of the FOP shall be granted leave to attend all authorized Conventions, Conferences, and/or 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. Union 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. Representatives of the FOP 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.

H. 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.

I. Workplace Democracy Act

1. Notwithstanding the enumerated rights in the Article the Union shall have the following rights:
 - a. The right to meet with individual employees on the premises of the public employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
 - b. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the Employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the FOP, and internal union matters involving the governance or business of the FOP; and
 - c. The right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes and a maximum of 120 minutes within 30 calendar days from the date of hire, during new employee orientations, at individual or group meetings.
 - d. Within 10 calendar days from the date of hire of negotiations unit employees, the Employer shall provide the following contact information to the FOP in an Excel file format or other format agreed to by the FOP: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Employer, date of hire, and work email address and any personal email address on file with the Employer. Every 120 calendar days beginning on January 1, 2022 the Employer shall update the FOP, in an Excel file or similar format agreed to by the FOP, with the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the Employer.
 - e. The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between the FOP and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L. 1963, c. 73 (C.47:1A-1 et seq.).
 - f. The FOP shall have the right to use the email systems of the Employer to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiation agreements, the investigation of

grievances, other work-place related complaints and issues, and internal union matters involving the governance or business of the Union.

- g. The FOP shall have the right to use government buildings and other facilities that are owned or leased by government entities to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with County operations. Meetings conducted in County buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. The FOP conducting a meeting in a County building or facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the building or facility that would not otherwise be incurred by the County.
- h. The rights granted in this Section shall not permit the Union to interfere with or disrupt the operations of the Department of Corrections.

ARTICLE XVI 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 XVII 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 the FOP. 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.

Employees who have authorized the payroll deduction of fees to the FOP may revoke such authorization by providing written notice to the Employer during the ten days following each anniversary date of their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the Employer shall provide notice to the FOP of an employee's revocation of such authorization. The effective date of a termination in deductions shall be July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the employer's disbursing officer.

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 XVIII

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ARTICLE XIX
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 Sheriff's Office Standard Operating Procedures and Personnel Policies, and the Gloucester County Human Resources 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 XX
WORKING CONDITIONS & SAFETY ITEMS

A. **Transportation**

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

b. At no time shall any one officer be required to transport more than three (3) prisoners. Minimum security prisoners are excluded from this provision. Minimum security prisoners are defined as Road Gang/Outside Detail workers.

c. All official vehicles provided by the Employer for utilization of employees in the performance of their duties will at a minimum be solid screened caged vehicles.

d. Official vehicles provided by the Employer for the utilization of the

employees will be radio equipped and will be properly maintained by the Employer.

e. Official vehicles provided by the Employer will all comply with emergency vehicle light designation. All vehicles will be equipped the same and placement of equipment will be the same. The only change to this will be if mutually agreed upon between FOP and Employer due to new technology or vehicle model changes.

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 Training

The Employer may provide training which is aimed at skill development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth, in addition to early recertification. Equitable training opportunities shall be given to all employees covered by this agreement at the discretion of the Undersheriff or his/her designee. For scheduled training and/or instruction of training, including yearly recertification, each employee's schedule shall be adjusted to accommodate such training. A schedule adjustment during the same pay period as the training day will be utilized for this accommodation.

D. Bullet/Stab Resistant Vests

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

E. Inoculation / Screening

The employer shall make Hepatitis Inoculations, Influenza Inoculations 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.

know that there are a lot of people who are looking for a place to live in the area.

It's important to have a good relationship with your landlord, so make sure to communicate clearly and respectfully.

Finally, it's important to take care of your apartment and keep it clean and tidy.

By following these tips, you can increase your chances of finding a good place to live in the area.

Good luck with your search for a new place to live in the area.

It's a great time to be looking for a place to live in the area.

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F. Portable Radios

The Employer agrees to issue all Employees covered by this agreement a new or fully functional portable two-way radio, microphone, and home charger, all of which shall be used for official business only. All repairs/replacements shall be provided by the Employer, except in cases of Employee negligence and/or misuse.

G. 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 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 Sheriff's Office Standard Operating Procedures and Policies, and the County Human Resources Manual. 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 XIX(C).

H. 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.

I. On the Job Injury

In the event of an on-the-job injury, the Employer and Employee shall follow the County Human Resource Manual, Chapter 8, Section 2, as may be amended from time to time. Time off required for medical attention on the actual date of such injury shall not be charged against the Employee's accumulated sick leave unless the workers compensation investigation finds that the claim is not valid.

J. Health Hazards

Any Employee required/requested to transport or come in contact with any person with an infectious disease shall be notified in advance, if known and practicable. The Employer agrees to take all reasonable precautions regarding protection for the Employee. If a health hazard is not known until after contact, the Employer shall notify the Employee as soon as practicable, and any

required medical exams and/or treatment shall be provided by the Employer at no cost to the Employee. If the exam occurs during working hours, the Employee shall be permitted to attend without loss of pay.

K. Job Security

The Parties agree that the Memorandum of Agreement dated May 29, 2013 as settlement of litigation between the County and the FOP regarding the closure of the Gloucester County Correctional Facility shall remain in full force and effect during the term of this Agreement and shall be attached hereto as "Appendix E".

ARTICLE XXI
EMPLOYEE RIGHTS

A. Regarding 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.

B. DISCIPLINE

Discipline of an employee shall be imposed only for just cause. Penalties for misconduct may consist of written reprimands, suspensions, fines, demotions, and discharge. It is understood that demotions or discharges resulting from 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 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, and the Gloucester County Sheriff's Office Rules, Regulations, Personnel Policies and Procedures, Standard Operating Procedures.

1. INVESTIGATIONS

All internal affairs investigations, shall comply with Attorney General's Guidelines and any amendments thereto, as well as all applicable statutes and laws.

2. CHARGES

Employees are obligated to comply conscientiously with all rules, regulations, and SOPs 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. APPEALS

a. Minor Discipline

“Minor discipline” is a reprimand or a suspension or fine of five (5) or less working days. Employees charged with minor discipline may appeal their discipline through the grievance process set forth in Article II. That process shall be the exclusive recourse for any challenge to minor discipline, and all procedural rights and requirements in that process shall apply.

b. Major Discipline

“Major discipline” is a fine or suspension equivalent to more than five (5) working days, or removal from employment. Employees charged with major discipline shall receive a Preliminary Notice of Disciplinary Action and must request a hearing within five (5) days following receipt thereof. If requested, the hearing shall be held before the County Administrator or his/her designee within thirty (30) days. The County Administrator shall issue a written decision, and if major discipline is sustained, the Employee may appeal to the Civil Service Commission in accordance with the procedures set forth in Title 11A of the New Jersey statutes and Title 4A of the New Jersey Administrative Code.

4. REPRESENTATION

An employee is entitled to have 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. 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, and Sheriff's Standard Operating Procedures and Policies. 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 shall utilize the appropriate Sheriff's Office employment evaluation form and 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 County Correctional Police Officers: date of employment with the Gloucester County Department of Corrections.

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 XXII MISCELLANEOUS PROVISIONS

A. 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 and/or any other classification protected by state or federal law. The Employer shall comply with the mandatory provisions of relevant State and Federal laws prohibiting discrimination in the workplace.

B. **Home Electronic Detention (H.E.D. Unit)**

The Undersheriff or his/her designee shall establish and promulgate policy and procedures for the H.E.D. Unit.

C. **QUALIFYING RANGE.** Employees who are required to qualify with a hand weapon shall be furnished with not less than ten (10) targets and four hundred (400) rounds of new/re-loaded ammunition per year for practice. These items shall be provided by June 1st of each year.

D. **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.

E. 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 Gloucester County Board of Commissioners. All said monies shall be paid by separate check and shall not be included in regular pay.

ARTICLE XXIII
DURATION

A. This Agreement shall be effective January 1, 2022, and continue in effect through December 31, 2027, 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 2026 by either party to this Agreement notifying the other in writing of its decision to modify or extend the provisions of this Agreement.

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.

IN WITNESS WHEREOF, the Employer and the FOP have caused this Agreement to be executed below:

FOP LODGE 97

BY: Brad Schmidheiser
BRAD SCHMIDHEISER
PRESIDENT FOP LOD 97

DATE: 05/25/2022

GLOUCESTER COUNTY SHERIFF

BY: Jonathan M. Sammons
JONATHAN M. SAMMONS
SHERIFF

DATE: 05/25/2022

GLOUCESTER COUNTY BOARD OF
COMMISSIONERS

BY: John G. Finn

DATE: _____

GLOUCESTER COUNTY
ADMINISTRATOR

BY: Chilma

DATE: _____

Schedule A
Salary Guide with Yearly Percentage Increases

<i>Prior Contract</i>	2.50%	2.50%	2.75%	3.00%	3.00%	3.00%
2021	2022	2023	2024	2025	2026	2027
92,901	95,224	97,604	100,288	103,297	106,396	109,588
94,759	97,128	99,556	102,294	105,363	108,524	111,779
96,617	99,032	101,508	104,300	107,429	110,652	113,971

SCHEDULE "B"
Salary Guide For Active Gloucester County Correctional Police Officers

CORRECTIONAL POLICE OFFICERS				2.50%	2.50%	2.75%	3.00%	3.00%	3.00%
<u>Employee Id</u>	<u>Grade Id</u>	<u>Total Salary</u>	<u>Union Name</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
KIRCH005	OFF	92,901	FOP OFFICERS	95,224	97,604	100,288	103,297	106,396	109,588
DEEHA005	OFF	94,759	FOP OFFICERS	97,128	99,556	102,294	105,363	108,524	111,779
FARRE005	OFF	94,759	FOP OFFICERS	97,128	99,556	102,294	105,363	108,524	111,779
REDFI005	OFF	94,759	FOP OFFICERS	97,128	99,556	102,294	105,363	108,524	111,779
REYNO005	OFF	94,759	FOP OFFICERS	97,128	99,556	102,294	105,363	108,524	111,779
SCHMI010	OFF	94,759	FOP OFFICERS	97,128	99,556	102,294	105,363	108,524	111,779
WAJID005	OFF	94,759	FOP OFFICERS	97,128	99,556	102,294	105,363	108,524	111,779
WEICH005	OFF	94,759	FOP OFFICERS	97,128	99,556	102,294	105,363	108,524	111,779
BRUNO010	OFF	96,617	FOP OFFICERS	99,032	101,508	104,300	107,429	110,652	113,971
DAWSO010	OFF	96,617	FOP OFFICERS	99,032	101,508	104,300	107,429	110,652	113,971
FRONT005	OFF	96,617	FOP OFFICERS	99,032	101,508	104,300	107,429	110,652	113,971
HOLME005	OFF	96,617	FOP OFFICERS	99,032	101,508	104,300	107,429	110,652	113,971
JESTE005	OFF	96,617	FOP OFFICERS	99,032	101,508	104,300	107,429	110,652	113,971
KRAFT005	OFF	96,617	FOP OFFICERS	99,032	101,508	104,300	107,429	110,652	113,971
LOWBE005	OFF	96,617	FOP OFFICERS	99,032	101,508	104,300	107,429	110,652	113,971
QUINN015	OFF	96,617	FOP OFFICERS	99,032	101,508	104,300	107,429	110,652	113,971

APPENDIX "A"
UNIFORM ACQUISITION AND MAINTENANCE

Initial Issue for All Correctional Police 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

* 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 Sheriff or his/her designee, at his / her discretion, may change the uniform(s).

APPENDIX "B"
MODIFIED EIGHT HOUR SHIFT/JOB POSITION SCHEDULE

MODIFIED EIGHT HOUR SCHEDULE

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

X = OFF

D = WORK DAY

0500-1330
0600-1430
0700-1530
0800-1630
0830-1700
0930-1800

WORK WEEK CONSISTS OF FOUR (4) 8 .5 HOUR DAYS AND ONE (1) 8 HOUR DAY.

APPENDIX C
Retiree Prescriptions

The following is a side letter agreement between the Gloucester County Sheriff Officer's Association, PBA Local 122 ("Union") and the County of Gloucester (the "County" or the "Employer") (collectively referred to as the "Parties"), who hereby agree as follows:

1. This Agreement applies to retired employees who receive post-retirement prescription benefits paid for by the Employer pursuant to a collective bargaining agreement between the County and the Union. Such retired employees shall be referred to herein as "eligible retirees."
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 benefits under the corresponding SHPB plan had they remained active employees with the County.
3. Eligible retirees may submit claims for reimbursement of these excess co-payments 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 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 attached to any collective bargaining agreement executed by the Parties.

By: PBA Local 122 John Ryder
Dated:

Kevin Sweeney

By: County of Gloucester Robert M. Drumminger
Dated: Placeholder Director

Carmel M. Morina, Sheriff

Chad M. Bruner, County Administrator

Date: 8/21/14

APPENDIX "D"

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 2022 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

One (1) party	employee pays	\$1.48
Two (2) party	employee pays	\$29.51
Three (3) party	employee pays	\$79.61

DELTA CARE/FLAGSHIP

One (1) party	employee pays	\$0.00
Two (2) party	employee pays	\$25.95
Three (3) party	employee pays	\$60.43

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 2023, 2024, 2025, 2026, and 2027, an Addendum to Appendix "C", showing each year's rates and costs, shall be provided upon request.

APPENDIX "E"

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 (hereafter 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:

A. Steven A. Newman
PRESIDENT, FOP 165

For the COUNTY:

Ch. M. B.
COUNTY ADMINISTRATOR

Sgt. Steve C. Clegg
PRESIDENT, FOP 199
Barry L. Ladd
PRESIDENT, FOP 97

APPENDIX "F"

**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".

WHEREAS, 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)

B. Lincoln's Birthday will be replaced and now be called a personal holiday. Employees shall be permitted to take their personal holiday in the same manner as administrative leave. 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.

SS 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.

SS 5. Overtime Lists (MOU dated July 2013)

(B) 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 B 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 *SS*

SIGNED 02/10/14 *Brad Miller*