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AGREEMENT

Between

**GLOUCESTER COUNTY SHERIFF OFFICER'S ASSOCIATION, PBA LOCAL
NO. 122**

and

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

JANUARY 1, 2019 through DECEMBER 31, 2024

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ARTICLE I

PREAMBLE

This agreement is entered into this 11th day of February 2022 by and between the Board of Commissioners/ Sheriff of the County of Gloucester, (hereinafter referred to as the "Employer") and the Gloucester County Sheriff Officers Association, affiliated with the New Jersey State Policemen's Benevolent Association, Local No. 122 (hereinafter referred to as PBA).

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II

RECOGNITION

A. The Employer agrees to recognize the PBA Local 122 as the exclusive bargaining representative for the purpose of collective negotiations regarding wages, hours and terms and conditions of employment for all full-time employees classified as Sheriff Officers, hereinafter termed employees, but excluding interim and temporary employees and all other employees not specifically included above. Temporary employees are defined as those employees whose term of employment is fixed upon employment for a period of time not greater than six (6) months. Interim employees are defined as those employees who are hired as replacements for unit employees who are on leave of absence and whose term of hire is not to exceed one (1) year.

B. Where appropriate the rules and regulations of the Merit System Board and of the Public Employment Relations Commission shall cover employees under this Agreement. Those rules and regulations will, when appropriate, be interpreted solely by the respective Commissions.

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose.

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

2. Nothing contained herein shall be 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 PBA, provided such adjustment is not inconsistent with the terms of this Agreement.

B. Definitions.

1. A "grievance" is a claim by an employee, group of employees, or the PBA behalf of an employee or group of employees, based upon the interpretation, application of violation of this Agreement, administrative rules and policies. The sole remedy available to any employee for any alleged breach of this agreement shall be pursuant to the grievance procedure provided.

2. An "aggrieved person" is the person or persons or the PBA making the claim.

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

C. Procedure.

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

Level One - A grievance may be filed in writing with the Undersheriff, within ten (10) calendar days of the occurrence of the grievance. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The

Undersheriff may consult with the appropriate Lieutenant and shall render a written decision within ten (10) calendar days after receipt of the grievance.

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

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

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

D. Arbitration.

1. If the PBA 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 Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.

2. It is understood that arbitration is limited to grievances based upon the interpretation, application, or violation of the four corners of this agreement. For all other grievances, the determination rendered at Level Three shall be final.

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

4. The arbitrator shall not consider any past practice precedent except to the extent needed to clarify language of this agreement.

5. The arbitrator shall not add to, or 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.

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

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

G. Reprisals. There shall be no reprisal against the PBA management or any individual by the virtue of their participation or lack of participation in the prescribed grievance procedure.

H. Group Grievance. If in the judgment of the PBA a grievance affects more than one employee, the PBA shall submit such grievance in writing, and the processing of such grievance shall commence at Level Two. A copy of such grievance will be forwarded to the Sheriff or his designee. The PBA shall process such a grievance through all the levels of the grievance procedure.

I. Miscellaneous.

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

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 representatives heretofore referred to in this Article.

ARTICLE IV

WORKDAY, OVERTIME, AND CALL BACK

A. Workday.

a. The workday under the eight (8) hour shift shall consist of eight (8) hours inclusive of a thirty (30) minute meal break.

b. The workday under the twelve (12) hour shift shall consist of twelve (12) hours inclusive of two (2) forty five minute (45) meal breaks. Failure to take the second meal break will not result in additional compensation.

c. Shifts shall be as set forth in Appendix B and C. Any change in shift hours shall apply to all officers who are assigned to that shift.

1. Workweek and work period.

a. The workweek for employees on eight (8) hour shifts schedule shall consist of five (5) eight (8) hour shifts as set forth in Appendix B.

b. The work period for employees on a twelve (12) hour shift schedule shall consist of seven (7) twelve (12) hour shifts as described in Appendix C to this agreement.

2. Leave Time Assessment. Each twelve (12) hour workday shall be considered as one (1) full day for purposes of vacation, personal leave, bereavement leave, administrative leave, and lodge leave. Twelve (12) hours of sick leave will be assessed (hour for hour) for sick leave utilization on any given workday.

3. Short Notice Leave. Upon request, the sheriff or his designee, with twenty four (24) hours notice shall authorize either a one quarter (1/4), one half (1/2), or one (1) day of vacation or a one half (1/2) or one (1) day of administrative leave to any employee provided there is sufficient staffing on each shift without requiring overtime.

B. Overtime.

1. The workweek for employees on an eight (8) hour shift schedule shall consist of five (5) eight (8) hour shifts. An employee working the eight (8) hour shift schedule who is required to work in excess of his workday, or eighty (80) hours in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime, as set forth in Section B.3 of this article.

2. The work period for employees scheduled on twelve (12) hour shifts shall, in accordance with the Fair Labor Standards Act, Section 207 (K), and 29 CFR Part 553.230, consist of a fourteen (14) day work period totaling not more than eighty-six (86) hours. The Employer has agreed to pay overtime, in accordance with the rate set forth in Section B.3 of this Article, for hours worked in excess of eighty-four (84) hours in the course of the aforementioned fourteen (14) day work period.

3. The overtime rate of pay, unless otherwise stated under the terms of this Agreement, shall be computed on the basis of one and one-half (1 ½) times the employee's hourly rate. For purposes of calculating the overtime rate, the employee's hourly rate is derived by dividing the sum of his base pay (inclusive of longevity, where applicable) by (a) 2080 hours for eight (8) hour shift employees, or (b) by the sum of 2080 hours and 104 hours for twelve (12) hour shift employees.

4. For overtime purposes, time worked includes vacation leave, bereavement leave, administrative leave, lodge leave, and holidays.

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

6. In the event that overtime work is required, the Employer shall first attempt to secure volunteers on a rotating basis, based upon seniority. If unable to secure volunteers, employees who have satisfactorily completed a Department or Field Training Officer Program, may be required to work overtime. Such "mandatory overtime" shall be based upon reverse order of seniority, on a rotating basis, except in emergency situations. An emergency shall be any unanticipated situation or incident declared by the Sheriff, or his designee, that jeopardizes or poses an immediate threat to life, health, safety, welfare, property, or the environment. 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.

7. It is understood that both voluntary and mandatory overtime shall be distributed as equitably as possible and shall be based upon a seniority list which shall be posted. All employees shall be eligible and shall be required to work overtime on a rotating basis.

8. The requirements of the overtime distribution list as set forth in paragraphs 6 and 7 above shall not apply if an employee assigned to a particular duty (courts, transports, etc) is to be held over beyond the expiration of his shift, up to a maximum of two hours. The overtime list shall be utilized for any post-shift requirement exceeding two (2) hours.

C. 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 overtime rate, unless on voluntary assignment, for which the officer is paid for all hours worked.

D. Standby Pay. If an employee is required to be on standby, he shall receive one (1) hour's pay for every eight (8) hours on standby, inclusive of all telephone calls received and electronic communications during that 8-hour period. If an employee on standby is required to leave his/her residence, the employee shall be entitled to two (2) hours of overtime in accordance with the call-back pay provision of this Article.

E. Compensatory Time. For all overtime hours, all bargaining unit members may have a right to elect to be paid overtime or to take compensatory time in lieu of overtime at the rate of time and a half. One hour of compensatory time may be taken as compensation for standby hours.

1. An employee may accrue and carry over to the following year, at his or her discretion, a total of 96 hours in compensatory time. Any employee may not accrue compensatory time in excess of 96 hours. Any hours that exceed the 96 hour limit must be paid out at the employee's overtime rate.

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

3. The election of compensatory time will be voluntary.

4. During daily operations, if an employee chooses to use compensatory time during the remainder of his or her shift, the employee may do so depending upon shift coverage to be determined by his or her Sergeant at the time of the request.

5. All compensatory time accrued and used will be documented on an approved form, signed off by the Captain, and then sent to payroll.

6. Compensatory time shall be scheduled in accordance with the procedures for scheduling vacation time. In deciding whether to grant a request for the use of compensatory time, employees who have prescheduled vacations and/or personal days shall be given priority over employees attempting to schedule compensatory time.

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

ARTICLE V

WAGES

A. Salaries.

1. All officers shall be paid in accordance with the 15-step salary guide attached to this Agreement as Schedule A. For officers hired prior to January 1, 2019, they shall be placed upon the salary guide effective January 1, 2019 at Step 2 on the guide, then progressing one (1) step each January 1st until the employee reaches the maximum pay step on the salary schedule. Officers hired on January 1, 2019 or after shall be placed upon Step 1 of the guide, based upon year of hire, with progression to the next step in accordance with the terms of this Agreement. Retro payments for all such officers shall be based upon step progression retroactive to initial placement on the salary schedule. Annual salaries shall be in accordance with the attached salary schedule, for all officers on all steps, and all officers at the top step and above shall increase by 2% each year of the contract retroactive to January 1, 2019. For all existing officers already on steps who are not at the top step of the guide, they shall be placed on the new salary schedule at the next closest highest step from their step placement as of 2022, with retro payments at 2% based upon the steps they were on since 2019 under the old guide. All employees and retirees employed during any term of this Agreement shall receive retroactive pay for time worked.

2. Where appropriate, those employees with six (6) months of service shall progress one (1) step each January 1 until the employee reaches the maximum pay step on his salary schedule.

B. Longevity. Effective January 1, 2014, all current employees shall roll-in their longevity amount as of December 31, 2013 into their base salary for all purposes. These employees shall not receive additional longevity in future years. All employees hired after December 31, 2013 shall no longer be eligible for longevity.

C. Shift Differential. The permanent day shift is any shift that falls entirely between 6:00 a.m. and 6:00 p.m., 7:00 a.m. to 7:00 p.m., or 8:00 a.m. to 8:00 p.m. for officers working the twelve hour shift schedule. Any employee assigned to any other shift, including rotating shifts, of which any part falls outside of the permanent day shift shall receive an additional \$1.00 per hour for all assigned time.

Any employee assigned to a twelve (12) hour night shift starting at 6:00 p.m. or later shall be paid the amount of \$1.00 per hour shift differential for all hours worked until the end of the scheduled shift at 6:00 a.m., 7:00 a.m., or 8:00 a.m. respectively. This shall be known as the permanent night shift. Any employee assigned to the eight (8) hour 3:00 p.m. to 11:00 p.m. shift shall be paid the additional amount of \$1.00 per hour

shift differential for any hours which overlap with the permanent night shift hours worked by the transportation unit.

D. 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 for a minimum of two hours, 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.

E. 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.

F. Anyone designated by the Sheriff as a Field Training Officer shall be paid a \$1,000 stipend for such work, no later than December 1 of each year, with the stipend prorated based upon the length of time performing this work during the calendar year. Designation or removal of a Field Training Officer is not subject to the grievance procedure.

ARTICLE VI

UNIFORMS

A. Items of Issue.

1. The Employer shall provide each employee with the items of clothing and equipment included in Appendix A attached to this agreement at no cost to the employee.

2. Any employee who has not received all items listed in Appendix A as of the signing of this agreement shall notify the Employer of which articles are needed and shall be provided with the missing articles within thirty (30) days of the signing of this agreement, or thirty (30) days after such notification, whichever is later.

3. All issued clothing and equipment shall be replaced as needed at the discretion of the Sheriff. Employee requests and Sheriff's responses are to be placed in writing.

B. Maintenance Allowance. Employees will be responsible for upkeep and purchase of uniforms.

1. Employer will provide initial new uniforms issued to each new hire.

Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense.

C. Badges, Uniform Patches, Leather Gear, and Bulletproof Vests. Once during the term of this Agreement, Employer will provide new badges and uniform patches to all Employees covered by this Agreement. Leather gear and bulletproof vests shall be provided and replaced by the Employer. The Employer shall issue to the Employee a "retired" department-issued picture I.D. and clip-back badge, upon retirement, with 60 days advanced notice to the Sheriff of retirement date.

D. Uniform Changes – Employer will bear the cost of any uniform changes it makes.

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 providing 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 PBA Local 122, 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 PBA in writing 60 days prior to any change so that the PBA, 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. Effective January 1, 2023, there shall be a minimum of fifteen (15) holidays per year, with schedule of observances to be determined by the Employer, consisting of the following: New Year's Day; Martin Luther King, Jr.'s Birthday; President Day/Washington's Birthday; Good Friday; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; General Election Day; Veteran's Day; Thanksgiving Day; Day After Thanksgiving; Christmas Day; and a vacation day in lieu of Lincoln's Birthday.

B. In the event an employee in the transportation unit is scheduled to work on New Year's Day, Independence Day, Thanksgiving Day and/or Christmas, the employee shall be compensated for such work at two (2) times the employee's regular straight time rate of pay, based upon the day the holiday falls on the calendar as opposed to the day it is celebrated by the County.

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

D. All eight (8) hour employees shall be required to work the Lincoln holiday at the employee's regular straight time rate of pay; and two (2) other non-premium holidays for mandatory training at a rate of time and a half. Employees will be required to sign-up between December 1st and December 31st for the mandatory training on the two (2) non-premium holidays for the coming year, which said holidays shall be designated by the Sheriff. Employees will be required to work one (1) non-premium holiday designated by the Sheriff for training before June 1st; and one (1) non-premium holidays designated by the Sheriff for training after June 1st. The Sheriff shall designate the number of slots available for sign-up on each of the non-premium holiday mandatory training days in accordance with a training schedule designated by the Sheriff, or his designee, for the coming year. Sign-ups will be done on a seniority basis. Any additional non-premium holidays worked by an Employee, as a make-up for missed training, will be paid at the employee's regular straight time rate of pay. Failure by an Employee to complete the training designated by the Sheriff on the two (2) required training days will subject the Employee to being declared unfit for duty by the Sheriff, or his designee. Independence Day, Thanksgiving, Christmas, and New Year's Day are not part of the selection process. These four (4) holidays are automatic days off with holiday pay to eight-hour employees who choose to work holidays. Twelve (12) hour employees shall continue to follow the shift schedule, and any training for twelve (12) hour employees shall be completed as scheduled by the Sheriff, or his designee. Any Employee who worked any holidays other than the holidays listed in Section B above, shall be paid time

and one half for all hours worked, except in cases where the hours worked are make-up for missed training. Any new employee shall be paid only for those holidays which occur on or after their date of hire for the remainder of that calendar year.

ARTICLE IX

VACATION

A. Vacation Days. All full time employees shall receive the following vacation leave per calendar year (Jan. – Dec.) plus one (1) additional vacation day in lieu of Lincoln’s Birthday.

Years of Service	Vacation Days
Beginning the first calendar year	1 day per month worked (max. 12 days)
Beginning the 2 nd -4 th year	12 workdays
Beginning the 5 th -11 year	15 workdays
Beginning the 12 th -19 th year	20 workdays
Beginning the 20 th -25 th year	25 workdays
After completion of 25 years of service	30 days
After completion of 30 years of service	One day for each year served

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

C. Carryover. An employee shall be allowed to carry over ten (10) earned vacation days per year. If carried over, reimbursement shall be at the current year's rate pay.

D. 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.

E. 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 also be included.

F. Vacation selection within the appropriate work unit to which the employee is assigned will be determined in accordance with seniority as defined by this agreement.

G. Vacations of 5 or more days shall be submitted prior to April 1st, moved to March 15, effective January 1, 2010, and unless an officer is notified within seven (7) days thereof, vacations selected shall be deemed granted. All other vacation leaves shall be deemed granted unless an officer is notified within twenty-four (24) hours of the request.

H. All vacation leave in excess of three days shall be granted upon receipt of five days written notice, subject only to the operational necessities of the Employer.

I. After March 15, vacations of three days or less may be granted by the Sheriff or his designee, after seven (7) days prior written notice. If the request is within less than seven (7) days notice, the request shall be deemed granted unless the officer is notified within twenty-four (24) hours of the request. The Sheriff or his designee may waive the notification requirements.

J. Vacation leave shall not be unreasonably denied and any such denials shall be subject to the grievance and arbitration provisions of this Agreement, except the Sheriff's decision to waive the twenty-four (24) hour notice requirement.

ARTICLE X

EMPLOYEE REIMBURSEMENTS

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

B. Meals.

1. An employee shall be reimbursed for meals up to the following amounts per day if required to be outside of the County on official business during the normal hours: Breakfast - \$8, lunch - \$11; and dinner -\$13.

2. An employee shall also receive the above reimbursements if he is required to be away from the County Court Houses or Justice Complex for a continuous period of four hours or more.

3. Meal reimbursements shall be paid within two (2) weeks of submission. Employee shall receive the total amount on the receipt paid for meals including any tax paid by the employee.

4. In short notice assignments, meal allowances shall be drawn in advance.

C. Tuition. The Employer agrees to reimburse each employee up to a total of nine hundred and fifty (\$950) dollars per year for any job related course or any other courses necessary for completion of a degree in Police Service, Public Safety, or Criminal Justice.

D. Extradition/Inter Agency Detainers. An officer scheduled for extradition assignment will be advanced sixty (\$60) dollars for meals and travel expense allotment per day. The officer must furnish receipts to substantiate such expenses. Arrangements for travel and lodging will be made prior to the departure of the officer whenever possible.

ARTICLE XI

SICK LEAVE

A. 1. 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 fifteen (15) days 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. In all instances, a working day, for purposes of sick day accrual, shall be calculated as the equivalent of eight (8) work hours.

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

B. Sick leave may be utilized by employees:

1. When they are unable to perform their work by reason of personal illness, accidental injury, or exposure to a contagious disease;

2. To care for a seriously ill member of the employee's immediate family.

3. Abuse of sick time shall be cause for disciplinary action and will be reviewed on a case-by-case basis.

C. "Immediate family" means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, 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 to sick leave, his supervisor shall be notified at least on (1) hour prior to employee's usual reporting time. In case of sudden illness or emergency, exceptions may be granted.

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

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

E. Verification of Sick Leave.

1. Effective upon the signing of this contract, any employee who is absent on sick leave may be required to submit medical or other acceptable form of evidence substantiating the need for sick leave.

2. In case of leave of absence due to exposure to contagious disease, a certificate from a County authorized doctor.

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 employees or other employees.

F. Sick Leave Redemption.

1. Fifty percent (50%) of all accumulated sick time shall be paid upon retirement up to a maximum of \$15,000.00.

G. Donation of Sick Time.

1. Employees covered by this Agreement may donate sick time to any member covered under this Agreement or to other County employees in accordance with Civil Service regulations on donating sick or vacation time.

ARTICLE XII

BEREAVEMENT LEAVE

A. Employees shall be entitled to four (4) days of leave per incident with pay for death of spouse or child.

B. Employees shall be entitled to three (3) days of leave per incident with pay for death of mother or father.

C. Employees shall be entitled to three (3) days of leave per incident with pay for death in the immediate family: sister, brother, 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".

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

ARTICLE XIII

OTHER BENEFITS

A. Worker's Compensation.

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

2. It is understood that all Sheriff Officers are considered on duty twenty-four (24) per day while in the State of New Jersey. Any employee who suffers an injury 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. 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 months each, for a total of twelve (12) months.

2. Leaves of absence, without pay, for other than medical reasons, may be granted by the Employer for up to twelve months in four segments of up to three months each. Included within such requests are leaves for the care of an infant who is less than sixty 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 Leave. Disability due to pregnancy shall be considered as any other disability in accordance with law. The employee shall not lose any seniority due to her leave.

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

E. Administrative Leave. Employees shall be allowed two days off with pay annually for personal business that cannot be disposed of outside working hours, except

that employees hired on or after July 1st shall be entitled to only one (1) administrative leave day in the first calendar year of service. Administrative leave requested with at least 48 hours notice cannot be denied unless all avenues to obtain coverage have been exhausted by the Employer.

F. Temporary Shift Assignment. No employee shall be assigned to a temporary shift within the Sheriff's Department for longer than six (6) months. This limitation is inapplicable to any employee temporarily assigned to another agency. Any employee covering the position held by the officer temporarily assigned to another agency, shall not be assigned to that loaned officer's position longer than six months.

G. FMLA, NJFLA AND FLI— All applicable requirements of the New Jersey Family Leave Act (hereinafter "NJFLA"), the Federal Family and Medical Leave Act (hereinafter "FMLA") and New Jersey Family Leave Insurance ("FLI") shall be followed with respect to employees who request leave for eligible purposes thereunder.

Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after Employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the FLA or the FMLA shall have coverage continued by the Employer during such leave.

ARTICLE XIV

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the County government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for a particular time, and to be in sole charge of the quantity and quality of the work required.

3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and /or the effective operation of the department after advance notice thereof to the employees, and to require compliance by the employees, is recognized.

4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

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

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

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

C. Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities, and authority under *N.J.S.A.* 40A or any other national state, or County laws or regulations.

ARTICLE XV

PBA RIGHTS

A. Information. The County shall make available to the PBA 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 PBA or any employee participates during working hours in negotiation, grievance proceedings, conferences, or meetings which relate to PBA 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 PBA.

C. Bulletin Boards. Four (4) bulletin boards (min. 4' x 6'), with one locked, shall be provided by the Employer for the exclusive use of the PBA. The locations for the boards shall be designated by the PBA. subject to the approval of the Sheriff.

D. Statutory Leave. Representatives of the PBA shall be granted leave to attend all authorized conventions as mandated by New Jersey state statute.

E. Recognized Representative. The Employer will recognize and communicate with the PBA'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 leave granted by statute, up to an aggregate of twenty (20) days leave with pay per year shall be granted to representatives of the PBA to attend conferences, seminars, and /or conventions which relate to PBA business. The executive board of the PBA shall designate the representative and shall notify the Employer not less than fourteen (14) calendar days prior to the date(s) of such leave(s).

2. The aforementioned (20) aggregate days is the respective total in each year of the agreement for all PBA representatives. That is, it is not a total for each representative.

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 PBA, the contract will be re-opened on this issue only.

ARTICLE XVII

DUES DEDUCTION

A. The Employer agrees to make payroll deduction of PBA dues when authorized to do so by the employees on the appropriate form. Union dues deduction shall be exclusive as to PBA Local 122. The amount of said deduction shall have been certified to the Employer by the Treasurer of the PBA. The Employer shall remit the dues to an address designated by the PBA no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions were made.

Employees who have authorized the payroll deduction of fees to the PBA may revoke such authorization by providing written notice to the Employer. 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 PBA 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 PBA shall indemnify, defend and hold the Employer harmless against all claims, demands, suits, or other forms of liability that shall arise out of fee deductions by the Employer for the PBA which the Employer has remitted to the PBA and reliance by the Employer on any representations made by the PBA with respect to this Article. The Employer will give the PBA 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 Sheriff's Office is of paramount importance to the citizens of the County and that there should be no interference with such operations.

B. The PBA covenants and agrees that during the term of this agreement, the PBA will not cause, authorize, engage in, sanction, any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Sheriff's Office. The PBA agrees that such action would constitute a material breach of this agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

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

ARTICLE XX

WORKING CONDITIONS & SAFETY ITEMS

A. Transportation.

1. Employees who are required to transport prisoners will, whenever possible and practicable, be selected to be same sex as the prisoner to be transported.
2. At no time shall any one officer be required to transport more than three (3) prisoners.
3. 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, except for the K-9 officer.
4. Official vehicles provided by the Employer for the utilization of the employees will be radio equipped and will be properly maintained by the Employer.
5. 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 GCSOA and Employer due to new technology or vehicle model changes.

B. Portable Radios.

1. The Employer agrees to issue all officers covered by this agreement a portable radio with a home charger. The portable radio ID that will be displayed will be the officers badge number. Once an officer is assigned a badge number, that number shall be permanent unless the Employer changes all of the badge numbers in the Department.

C. Training Academy Schedule/Training Schools.

1. Employees who are required to attend a training academy will follow the schedule of the academy/school while enrolled at the academy/school.

D. Bulletproof Vests.

1. Upon successful completion of training at the police academy, Sheriff Officers will be furnished with a bullet proof vest, as soon as practicable. An employee shall not be required to work any post without a vest. Said vest shall be replaced every five (5) years from the date of issue at-the-expense of the Employer and shall be of at

least the same quality as the initial vest and of the greatest threat level available at the time of replacement.

E. Ammunition and Targets.

1. Employees who are required to qualify with a hand weapon will be furnished with not less than ten (10) targets and four hundred (400) rounds of ammunition per year. These items will be provided by June 1st of each year.

F. Funds Entrusted.

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

ARTICLE XXI

EMPLOYEE RIGHTS

A. Personnel Records.

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

2. Prior to the placing of any material in the employee's personnel file the employee shall be given the opportunity to review such material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The employee may also submit a written response to such material within ten (10) calendar days after he has reviewed same, and his response will be included in the employee's personnel file.

3. Regarding disclosure of personnel records pursuant to N.J.S.A. 47:1A-10 the Open Public Records Act (OPRA) the Employer and the PBA agree that all personnel records 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 in layoff or Department of Personnel bumping procedures shall not be construed as discipline. Except in extreme cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature.

The 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 Civil Service 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 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 and arbitration process set forth in Article III. 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 PBA, he/she must sign The PBA Liability Waiver Form. The PBA 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.

C. Re-employment Rights.

1. Permanent employees who sever employment relationship with the Employer in good standing, shall have the right to return to their former position within twenty (20) calendar days of the effective date of separation with no loss of salary, benefits, or seniority. Employees who separate for more than twenty (20) days will not receive credit for contractual benefits lost upon their resignation. The forgoing is in addition to any re-employment rights to which the employee may be entitled through civil service procedures.

D. Seniority.

1. Seniority lists will be developed and posted within thirty (30) days of the signing of this agreement and shall be presumed to be accurate unless a question is raised by an individual, or the GCSOA 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:

a. For all Sheriff Officers hired prior to 5/1/03, seniority shall be defined as the seniority date they held as of that date. For all Sheriff Officers hired after 5/1/03, their seniority shall be defined as the date of sheriff officer certification.

b. Sheriff's Sergeants will be certified time in title.

c. For purposes of upgrade from Sheriff Officer to Sheriff Officer Sergeant, seniority will be defined as seniority as Sheriff Officer. Sheriff Officers must have three years certified time as a sheriff officer. Upgrades shall come from within the unit. Those officers reassigned will be eligible for upgrades in the area where they are assigned for that particular day. Those officers assigned to probation will be eligible for court and County building upgrade. Those officers assigned to school resource will be eligible for field ops upgrade.

3. Shift Bidding.

a. All twelve (12) hour shift assignments, and all 3:00 p.m. to 11:00 p.m. eight (8) hour shift assignments, shall be posted for bid annually in November via email notification, and the posting on necessary bulletin boards. All such bidded shift

assignments will commence on January 1st, and end on December 31st. Bids for these assignments shall be submitted by the employee to the Sheriff between November 1st and November 30th. The Sheriff 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.

b. Written requests for posted shift assignments shall be submitted to the Sheriff on forms provided by the Sheriff. The Sheriff's criteria for qualification for a bidded shift assignment shall include, but not be limited to, the Employee's entire personnel record. The Sheriff shall post any criteria to be considered for qualification for a bidded shift assignment; and when all bidders are equally qualified for a posted shift assignment, seniority will be the primary consideration for selection.

c. If no bids are received for a particular bidded shift assignment, then the Sheriff, or his designee, shall have the right to fill any such shift assignment that received no bids in his discretion. Only those shift assignments specifically set out in this paragraph 3 will be posted for bid. All other employee shift assignments shall be determined by the Sheriff, or his designee.

E. Legal Representation. Whenever an employee covered by this agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers except in cases of disciplinary proceedings brought against an employee by the County or in criminal proceedings instituted as a result of a complaint on behalf of the County, said employee will be permitted to select an attorney of his choice as his representative, or may designate an attorney from a panel of attorneys selected by the office of County counsel. Reasonable fees for such representation will be paid by the County. In cases of disciplinary proceedings brought against the employee by the County, or in cases of criminal proceedings instituted as a result of a complaint on behalf of the County, the County will pay the reasonable 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 is 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.

F. Discussions with Administration. Employer agrees to sit down with representatives of the PBA and discuss any outstanding grievances, unfair labor practices, policy or procedure change recommendations, or anything effecting the work environment of the employee. These discussions will take place to foster a better working relationship as well as work out any outstanding issues. These discussions will take place the first week of February, the first week of June, and the first week of December.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Notification of shift change.

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

B. Non-Discrimination.

1. There shall be no discrimination by the Employer or the PBA against any employee because of the employee's membership in PBA or non-membership in the PBA. Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex, marital status, national origin, sexual orientation or physical challenge.

C. K-9.

1. Employees who are assigned a canine or other animal that was sponsored and trained by the Sheriff's Office shall not be responsible for any monetary expenses to the animals related to the animal's care.

2. Employees assigned a department sponsored K-9 will be issued a vehicle equipped with the appropriate K-9 insert and heat alarm, effective July 1, 2019. This vehicle will be utilized to conduct routine daily maintenance; i.e., (feeding, cleaning, grooming, medicine, clean run, and equipment maintenance). This vehicle will be utilized for all training assignments and any other instance that requires the employee to transport a canine.

3. The employee shall be equipped with the proper shelters and enclosures necessary to secure the animal and to maintain its and the public's safety.

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

5. Employer agrees to release employee assigned to canine from duty one (1) hour prior to the end of their shift for K-9 care. Eight (8) hour employees will work seven (7) hours and twelve (12) hour employees will work an eleven (11) hour day. This one hour early release will cover all time provided by the Employer on duty days for canine care. If employee is required to work overtime at the end of their assigned shift, thus preventing them from utilizing the one (1) hour early out policy, the employee will be compensated an additional thirty (30) minutes of overtime on those days at the appropriate overtime rate of pay.

6. On non-duty days, i.e., (days off, vacation, personal leave, comp., bereavement, sick, etc.) handlers will be compensated thirty (30) minutes overtime per day at the appropriate overtime rate of pay.

7. Employees assigned to K-9 that are on extended sick leave (more than ten (10) days) or extended vacation (more than fifteen (15) days), the Employer reserves the right to have the canine kenneled, rather than compensate the handler at the appropriate overtime rate of pay. The employee may be permitted to keep his K-9 partner if he or she desires, at no cost for overtime to the County if the Employer so permits.

8. Routine maintenance of department canine(s) unassigned to a specific handler, i.e. (Bloodhound, etc.)

a. Every effort will be made to conduct daily routine maintenance on shift during normal work days. Supervisors will ensure a handler is permitted sufficient time on shift to conduct daily maintenance. In the event the handler is not given the sufficient time to conduct daily maintenance while on shift, the employer agrees to compensate the handler at the appropriate overtime rate of pay until completed.

b. On non-duty days, i.e. (days off, vacation, personal leave, holidays, bereavement) handlers will be compensated thirty (30) minutes overtime per day at the appropriate overtime rate of pay.

9. Training and In-Service

a. The Employer agrees to allow all handlers to participate in their monthly in-service training not to exceed two (2) days a month.

b. The Employer will allow yearly Bloodhound training. Training will be conducted at the beginning of each year. Each handler must conduct a minimum of twelve (12) training trails per Bloodhound team.

10. The Employer will bear the cost of USPCA membership fees on behalf of the employee.

D. Separability.

1. 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. Retroactive Aspects.

1. The retroactive aspects of this agreement, including salary and economic benefits shall be retroactive to January 1, 2019 unless otherwise stated, and shall be paid to all employees and retirees employed during any term of this Agreement for time worked. All retroactive monies will be paid on or before the thirtieth (30th) day after ratification of this Agreement. All said monies shall be paid by separate check and shall not be included in regular pay.

ARTICLE XXIII

FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

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

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

ARTICLE XXIV

DURATION

A. This Agreement shall be effective January 1, 2019, and continue in effect through December 31, 2024, subject only to the PBA's right to negotiate a successor agreement.

B. Negotiation for a successor agreement shall commence during the month of January, 2024 by either party to this agreement notifying the other in writing of its decision to modify or extend the provisions of this agreement.

IN WITNESS WHEREOF, the Employer and the PBA have caused this agreement to be executed below.

PBA LOCAL 122

By: Kenneth Gaston
Kenneth Gaston

By: Jeremy Tyers
Jeremy Tyers

By: Ryan Smith
RYAN SMITH

By: _____

Board of Commissioners/
Sheriff of the County of
Gloucester

By: Frank J. DiMarzio
Frank J. DiMarzio, Director

By: Jonathan M. Sammons
Jonathan M. SAMMONS, SHERIFF

SCHEDULE A
SALARY GUIDE – SHERIFF OFFICERS

Step	2019 (2%)	2020 (2%)	2021 (2%)	2022 (2%)	2023 (2%)	2024 (2%)
1	\$46,677	\$ 47,611	\$48,563	\$49,534	\$ 50,525	\$ 51,535
2	\$49,011	\$49,991	\$50,991	\$52,011	\$53,051	\$ 54,112
3	\$51,462	\$52,491	\$53,541	\$54,612	\$55,704	\$ 56,818
4	\$54,035	\$55,115	\$56,218	\$57,342	\$ 58,489	\$ 59,659
5	\$56,736	\$57,871	\$59,029	\$60,209	\$61,413	\$ 62,642
6	\$59,573	\$60,765	\$61,980	\$63,220	\$64,484	\$ 65,774
7	\$62,552	\$63,803	\$65,079	\$ 66,381	\$ 67,708	\$ 69,062
8	\$65,680	\$66,993	\$68,333	\$69,700	\$71,094	\$ 72,516
9	\$68,964	\$70,343	\$71,750	\$73,185	\$ 74,648	\$ 76,141
10	\$72,412	\$73,860	\$ 75,337	\$76,844	\$78,381	\$ 79,948
11	\$76,032	\$77,553	\$ 79,104	\$ 80,686	\$82,300	\$ 83,946
12	\$79,834	\$81,431	\$ 83,059	\$84,720	\$86,415	\$ 88,143
13	\$83,826	\$85,502	\$ 87,212	\$88,956	\$ 90,736	\$ 92,550
14	\$88,017	\$89,777	\$ 91,573	\$93,404	\$ 95,272	\$ 97,178
15	\$93,353	\$95,220	\$97,124	\$99,067	\$101,048	\$ 103,069
*Longevity 2%	\$95,220	\$97,125	\$99,068	\$101,049	\$103,070	\$105,131
Longevity 4%	\$97,087	\$99,029	\$101,010	\$103,030	\$105,091	\$107,193
Longevity 6%	\$98,955	\$100,934	\$102,953	\$105,012	\$107,112	\$109,254
Longevity 8%	\$100,821	\$102,838	\$104,895	\$106,993	\$109,133	\$111,316

*The above longevity schedule shall, as in the prior agreement, continue to be in effect in accordance with the terms of the contract, and applicable only to those employees hired prior to January 1, 2014.

APPENDIX A

CLOTHING ISSUE

Initial Issue for Sheriff Officers

- 1 Patrol Hat
- 1 Patrol hat badge
- 3 Class A Pants
- 3 Class A Long Sleeve Shirts
- 3 Class A Short Sleeve Shirts
- 1 Tie
- 2 Breast Badges
- 1 Nameplate
- 1 All Weather jacket with liner
- 1 Pair of Shoes/Boots
- 1 I.D. Wallet
- 1 Raincoat
- 1 Bullet-proof vest
- 1 Sam Browne "type" belt
- 1 radio holster
- 1 leather duty weapon holster (basket weave)
- 1 double ammo magazine pouch (basket weave)
- 1 chemical weapon pouch (basket weave)
- 1 uniform garrison belt
- 1 PR-24 or department issued expandable straight baton
- 1 PR-24 belt holder or appropriate baton holder
- 4 leather basket weave belt keepers
- 1 handcuff case (basket weave)
- 1 Pair of handcuffs
- 1 Handcuff Key
- 1 Golf style shirt
- Gas Mask w/cartridge
- Patrol Hat Raincover
- 1 Off-duty holster and magazine pouch

APPENDIX B

EIGHT-HOUR SHIFT SCHEDULE

S	M	T	W	T	F	S
X	O	O	O	O	O	X
X	O	O	O	O	O	X

- 5:00AM - 1:00PM (maximum of 20 times)
- 6:00AM - 2:00PM
- 7:00AM - 3:00PM
- 8:00AM - 4:00PM
- 8:30AM - 4:30PM
- 9:00AM - 5:00PM
- 3:00PM - 11:00PM¹

APPENDIX C

TWELVE-HOUR SCHEDULE

WEEK 1

<u>SHIFT</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
<u>A</u>	X	D	D	X	X	D	D
<u>B</u>	D	X	X	D	D	X	X
<u>C</u>	X	N	N	X	X	N	N
<u>D</u>	N	X	X	N	N	X	X

WEEK 2

<u>SHIFT</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
<u>A</u>	D	X	X	D	D	X	X
<u>B</u>	X	D	D	X	X	D	D
<u>C</u>	N	X	X	N	N	X	X
<u>D</u>	X	N	N	X	X	N	N

D = DAY 6:00AM - 6:00PM; 7:00AM-7:00PM; 8:00AM-8:00PM

N = NIGHT 6:00PM-6:00AM; 7:00PM-7:00AM; 8:00PM-8:00AM

X= OFF

APPENDIX D

FLEX SCHEDULE

The Employer agrees to allow the employees assigned to the field operations division to flex their schedule at the employee's request with the approval of the Sheriff or Sheriff's designee, who will be readily available to approve such requests.

The Sheriff shall be entitled to offer a change in work schedule (limited to hours of work only) up to a total of 12 times for the Sheriff's Office in each calendar year for purposes of warrants, arrests, and raids, without having to pay overtime for that eight (8) hour period. No employee shall have his/her work schedule or regularly scheduled day off changed at any time for the purpose of avoiding payment of overtime, nor shall any employee be required to accept this assignment. Initially, this work will be offered to the field operations unit prior to it being offered to officers in any other unit.

Field Operations Unit – defined as the officers assigned to the unit who are responsible for executing warrants, civil process service, and any identification work performed by the Sheriff Office.

APPENDIX E
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."

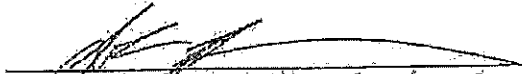
2. The County will reimburse eligible retirees for the excess costs which they will incur for prescription co-payments under State Health Benefits Program on or after July 1, 2014, as compared to what they would have incurred for the same prescription benefits under the corresponding SHPB plan had they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

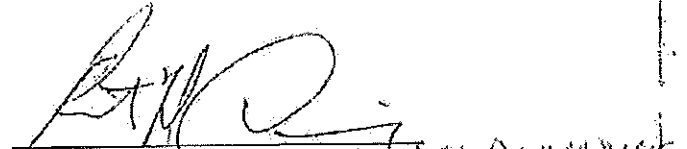
4. The attached claim form will be duplicated and made available to retirees for the purposes of submitting claims.

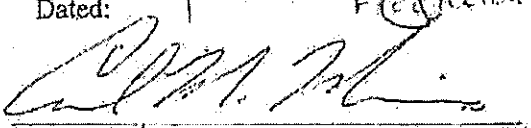
5. The County will notify all current eligible retirees in writing of the reimbursement program and will provide claim forms to employees upon request. Notice, together with claim forms, will also be provided to employees upon becoming eligible retirees.


6. This Agreement shall be attached to any collective bargaining agreement executed by the Parties.

By: 
By: DBA Local 122 John Ryder
Dated:


Kevin Sweeney

By: 
By: County of Gloucester David M. Danahy
Dated: 1/1/14 Fledgeling Director


Carmel M. Martin, Sheriff


Chad M. Bruner, County Administration

Date: 8/21/14

**SIDE LETTER SETTLEMENT AGREEMENT
BETWEEN
GLOUCESTER COUNTY SHERIFF
OFFICER'S ASSOCIATION, PBA LOCAL NO. 122
AND
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
SHERIFF OFFICE AND GLOUCESTER COUNTY**

**Docket No. AR-2015-209
February 3, 2015**

The following represents a Side Letter Agreement between the parties as to how vacation requests will be handled in the Transportation Unit under Article IX of the collective negotiations agreement and resolution of AR- 2015-209.

1. This shall apply to rank and file officers and Sergeants (collectively referred to herein as "Officers"), when two Officers have approved vacation leave and a third Officer requests vacation.
2. For vacation requests between Monday 8:00 a.m. to Friday 8:00 p.m., the following procedure shall apply:
 - a. The Sheriff and/or his/her designee will ascertain whether another officer within the Transportation Unit will voluntarily switch to accommodate that vacation request. If a voluntary switch is not achieved, the vacation request shall be denied.
3. For vacation requests covering shifts between Saturday 8:00 a.m. to Sunday 8:00 p.m., the following procedure shall apply:
 - a. In the event a voluntary switch is not agreed to within the Transportation Unit's officers, the Sheriff and/or his/her designee shall seek replacements through voluntary overtime among all eligible Officers. For any vacant Sergeant's position, the Sergeant's overtime list shall be called first to fill that position. If no Sergeant is available, then a senior Officer shall be upgraded pursuant to the parties' negotiated agreement and that Officer's position shall be filled through the use of the officers' voluntary overtime list.
 - b. Only in the event that no eligible officer is willing to volunteer for that overtime shall that vacation request be denied.
4. For vacation requests covering Friday 8:00 p.m. to Saturday 8:00 a.m. and Sunday

8:00 p.m. to Monday 8:00 a.m., the following procedure shall apply:

- a. In the event a voluntary switch is not agreed to within the Transportation Unit's officers, the Sheriff and/or his/her designee shall seek replacements through voluntary overtime among all eligible officers. For vacant Sergeant positions, the Sergeants' overtime list shall be called first to fill that vacant position. If no Sergeant is available, then a senior Officer shall be upgraded pursuant to the parties' negotiated agreement and that Officer's position shall be filled through the use of the officers' voluntary overtime list.
- b. Overtime shall be granted in twelve (12) hour blocks to eligible employees.
- c. Such an overtime assignment would not be available if it required the employee to work in excess of eighteen (18) consecutive hours.
- d. Only in the event that no eligible officer is willing to volunteer for that overtime assignment shall that vacation request be denied.

5. If an employee calls out sick on his/her regularly scheduled shift within nine (9) hours following the completion of voluntary overtime, the employee will be required to provide medical documentation for that absence.

6. For purposes of determining eligibility for overtime, any pre-scheduled vacation or administrative day shall not be a bar to eligibility.

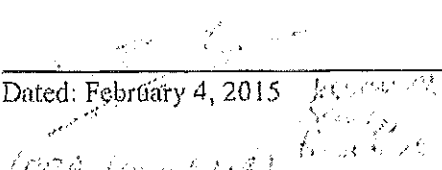
7. An employee who accepts voluntary overtime and fails to appear for that assignment without good cause will be removed from all voluntary overtime assignments for thirty (30) consecutive calendar days, said days to be determined by management.

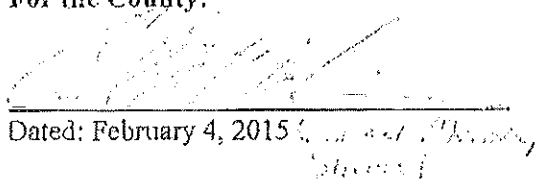
8. This Side Letter Agreement shall apply through December 31, 2018. This Agreement shall remain in effect until the signing of the next collective negotiations agreement.

9. Any dispute arising under this Side Letter Agreement shall be subject to the grievance and arbitration provisions of the collective bargaining agreement.

For the Union:

For the County:


Dated: February 4, 2015


Dated: February 4, 2015