

# **AGREEMENT**

Between

**THE GLOUCESTER COUNTY SUPERIOR OFFICERS  
ASSOCIATION INC.  
CORRECTION LIEUTENANTS**

**FRATERNAL ORDER OF POLICE LODGE #165**

AND

**THE GLOUCESTER COUNTY BOARD OF CHOSEN  
FREEHOLDERS**

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**JANUARY 1, 2011 THROUGH DECEMBER 31, 2016**

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## TABLE OF CONTENTS

ARTICLE	TOPIC	PAGE
	PREAMBLE	4
I	RECOGNITION	5
II	GRIEVANCE PROCEDURE	5
III	WORKDAY, OVERTIME, CALL BACK, STANDBY	8
IV	WAGES, LONGEVITY, SHIFT DIFFERENTIAL SEPARATE CHECK SCHEDULE	12
V	UNIFORMS	13
VI	MEDICAL BENEFITS, RETIREMENT	13
VII	HOLIDAYS	18
VIII	VACATION	19
IX	EMPLOYEE REIMBURSEMENT	21
X	SICK LEAVE	22
XI	BEREAVEMENT LEAVE	24
XII	OTHER BENEFITS, ADMINISTRATIVE LEAVE	24
XIII	MANAGEMENT RIGHTS	26
XIV	ASSOCIATION RIGHTS	27
XV	RE-OPENER PROVISION	28
XVI	DUES DEDUCTION	29
XVII	REPRESENTATION FEE	29
XVIII	MAINTENANCE OF OPERATION	32
XIX	WORKING CONDITIONS AND SAFETY ITEMS	33
XX	EMPLOYEE RIGHTS, RECORDS, HEARINGS, LEGAL REPRESENTATION	34
XXI	MISCELLANEOUS PROVISIONS, SHIFT CHANGE, SENIORITY	37
XXII	FULLY BARGAINED CLAUSE	39

## TABLE OF CONTENTS

ARTICLE	TOPIC	PAGE
XXIII	DURATION	40
	SCHEDULES AND APPENDIX	
	SALARY SCHEDULE "A" LIEUTENANTS	42
	APPENDIX "A" 8 AND 12 HOUR SHIFT SCHEDULE	43
	APPENDIX "B" UNIFORM, CLOTHING AND EQUIPMENT ISSUE	44
	APPENDIX "C" DENTAL	45

**PREAMBLE**

This Agreement is entered into this 18<sup>th</sup> day of August 2011, by and between the **BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER**, (hereinafter referred to as the “Employer”) and the **GLOUCESTER COUNTY SUPERIOR OFFICERS ASSOCIATION INC., FRATERNAL ORDER OF POLICE LODGE #165, an affiliate of the FRATERNAL ORDER OF POLICE – NEW JERSEY LABOR COUNCIL**, hereinafter referred to as the “F.O.P.”.

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

**ARTICLE I**  
**RECOGNITION**

- A. The Employer agrees to recognize the F.O.P. as the exclusive bargaining agent for the full time employees classified as County Correction Lieutenants and County Correction Lieutenant/Correction Training Officer, hereinafter termed "Employees", but excluding all other Employees not specifically included above.
- B. Where appropriate, the rules and regulations of the Civil Service Commission and the Public Employment Relations Commission shall cover Employees under this Agreement. Those rules and regulations will, when appropriate, be interpreted solely by the respective Commissions.
- C. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

**ARTICLE II**  
**GRIEVANCE PROCEDURES**

**A. PURPOSE**

- 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 2. Nothing contained herein shall be 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 F.O.P. 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 F.O.P. on behalf of an Employee or group of Employees, or the F.O.P. on behalf of an Employee or group of Employees, based upon the interpretation, application or violation of this Agreement, administrative rules and policies. The sole remedy available to any Employee for any alleged breach of this Agreement shall be pursuant to the grievance procedure provided.
- 2. An "Aggrieved Person" is a person or persons or the F.O.P. making the claim.

## **C. PROCEDURES**

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

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

**LEVEL ONE:** A grievance may be filed in writing with the Deputy Warden within ten (10) calendar days of the occurrence of the grievance. The Deputy Warden shall render a written decision within ten (10) calendar days after receipt of the grievance. Failure of the F.O.P. to file within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

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

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

## **D. ARBITRATION (LEVEL FOUR)**

1. If the F.O.P. 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 if no response is received. Such submission shall be pursuant to the rules of the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public

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

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

3. In the event that arbitrability of a grievance is at issue between parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provisions of Section D1 of this article, or Article P.E.R.C., or a court of jurisdiction.

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

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

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

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

#### **E. COSTS**

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

#### **F. REPRESENTATION**

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, with a representative selected and approved by the F.O.P. When an Employee is not represented by the F.O.P., the F.O.P. 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 reprisals against the F.O.P., management, or the individual by virtue of their participation or lack of participation in the prescribed grievance procedure.

#### **H. GROUP GRIEVANCES**

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

## **I. MISCELLANEOUS**

1. All decisions set forth to the aggrieved person shall be set forth in writing and shall include the decision and shall be transmitted promptly to the aggrieved person and the F.O.P.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.

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

## **ARTICLE III**

### **WORKDAY, WORKWEEK, WORK PERIOD, LEAVE ASSESSMENT**

#### **CALL BACK, STANDBY**

#### **A. WORKDAY**

Employees shall be scheduled to work a twelve (12) hour shift, or an average eight (8) hour job position.

1. The eight (8) hour job position will consist of an average forty (40) hour work-week based on a flex time basis and includes a minimum of eighty-four hours in a work pay period. The standard schedule hours without flextime shall be 0600 to 1400, 0700 to 1500, 0800 to 1600, or 0900 to 1700 hours. The Employee working the flextime shall amend those standard schedule times to benefit the department and to minimize any potential overtime costs due to their assignments. There shall be one (1) thirty (30) minute meal break, and all leave time except sick leave will be assessed day for day. Sick leave is assessed hour for hour. The eight hour positions are based on 2184 annual hours.

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



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

4. If a meal break is interrupted by emergency situations or operational needs, the employee shall be entitled to finish the meal break provided the work schedule permits and the employee shall not receive any additional compensation for any interrupted break.

## **B. WORKWEEK AND WORK PERIOD**

1. The work period for employees on a twelve (12) hour shift schedule shall consist of seven (7) twelve (12) hour shifts as described in Appendix "A".

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

## **C. LEAVE TIME ASSESSMENT**

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

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

## **D. SHORT LEAVE NOTICE**

Upon request, the Warden or his designee, with twenty four (24) hours notice, shall authorize one quarter (1/4), one half (1/2), or one full day of vacation or administrative leave to any Employee.

## **E. OVERTIME**

1. The work week for Employees working an eight (8) hour shift schedule shall consist of five (5) eight (8) hour shifts plus an additional 4 hours per pay period. Employees working the eight (8) hour shift schedule who are required to work in excess of the eighty four (84) hours in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime, as set forth in Section E-3 of this Article.

2. The work period for Employees on a twelve (12) hour shift schedule shall, in accordance with the Fair Labor Standards Act, Section 207(k), And 29 CFR Part 553.230, consist of a fourteen (14) day work period totaling not more than eighty four (84) hours. The Employer has agreed to pay overtime in accordance with the rate set forth in Section E-3 of this Article, for hours worked in excess of eighty four (84) in the course of the aforementioned fourteen (14) day work period. Overtime may, at the Employee's discretion, be taken as either financial compensation or compensatory time compensation, or a combination of both.

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/her base pay by the sum of 2184 hours.

4. Overtime shall include any necessary travel time for official business, as per the Fair Labor Standards Act.

5. In the event that overtime work is required, the Employer shall first attempt to secure volunteers within the rank(s) of Employees based upon seniority. If unable to secure volunteers, Employees may be required to work overtime. Such "mandatory overtime" shall be based upon reverse seniority except in emergency situations. 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.

6. 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.

7. No upgrades from the rank of Sergeant to any Lieutenant position(s) shall be permitted until all unit Employees are given the opportunity to work the overtime.

8. Tier 1 Employees: For overtime purposes, time worked includes Vacation Leave, Sick Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays.  
Tier 2 Employees: For overtime purposes, time worked includes Vacation Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays.

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

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

11. 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.

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

#### **F. CALL BACK**

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

#### **G. STANDBY PAY**

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

## **ARTICLE IV**

### **WAGES, LONGEVITY, SHIFT DIFFERENTIAL, SEPARATE CHECK SCHEDULE**

#### **A. SALARIES**

1. The salaries of all Employees covered by this Agreement are set forth in Salary Schedule "A", which is attached hereto and made a part hereof.

3. At no time shall the base salary differential between a maximum Step Sergeant's salary and a Lieutenant's salary become less than six thousand, five hundred (\$6,500) dollars (Tier II employees).

4. Effective 1/1/2011, the employees covered under this agreement and future employees covered under this agreement will receive no longevity compensation, reward, or bonus. Existing employees have had such compensation rolled-into base salary and new employees are not eligible.

#### **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, 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 HIGHTER POSITION**

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

**ARTICLE V**  
**UNIFORMS**

**A. ITEMS OF ISSUE**

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

2. Any Employee who has not received all items listed in Appendix "B" 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 after such notification, whichever is later.

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

**B. UNIFORM MAINTENANCE**

1. Employees shall be totally responsible for the purchase and maintenance of uniforms after the initial complement of uniforms are provided by the Employer. (see Appendix "B")

2. The Employer is responsible for those items marked with an asterisk, "\*", in Appendix "B" which is attached hereto and made a part hereof.

3. The Employer shall issue to the Employee a "RETIRED" department issued picture I.D. and badge upon their retirement (separation in good standing) that includes name, rank and date of separation.

**ARTICLE VI**  
**MEDICAL BENEFITS**

**A. HEALTH BENEFITS**

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

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

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

## **B. CARRIERS**

The County of Gloucester is presently a “self-insured” agency using a third party Administrator.

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

2. The Employer shall notify the F.O.P. at least thirty (30) days in advance of any such change in order to provide the F.O.P. ample time to review the change being implemented.

3. In the event the F.O.P. does not agree that the benefits are equivalent or superior, the F.O.P. shall then submit the matter directly to arbitration in accordance with Article II, Section “D”. Such arbitration decision shall occur prior to any such change

4. The Open Enrollment period is November/ December effective the following February.

## **C. MEDICAL COVERAGE CONTRIBUTION and CO-PAYS**

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

The co-pays for visits are:

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

**D. PRESCRIPTION PLAN.** The Employee co-pay shall be:

Retail Pharmacy  
Five (5) dollars for a generic prescription,

Ten (10) dollars for brand name prescriptions

Twenty (\$20) dollars for preferred brand name prescriptions.

**Mail In Service**

Mail in service is available for 90 day maintenance medication.

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

Syringes and contraceptives shall be covered by the plan.

**E. OPTICAL PLAN.** It is understood that this shall remain a separate policy providing in addition to the Optical Plan coverage provided under the Employer's Medical Coverage.

Allowances for the following items shall be as indicated:

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

**F. DENTAL PLAN.** The Employer shall continue to provide dental insurance in accordance with the Indemnity Plan for employees only, at a cost to the Employer which shall not exceed Thirty One (31) dollars. There shall be no deductible for any of the services provided under the plan. As an alternative to the Indemnity Plan, the Employer shall offer coverage through a Dental Plan Organization, the terms of which shall be agreed upon by the Employer and the FOP. Employees who elect to enroll in the Dental Plan Organization may also enroll their dependents. However, in no case shall the Employer be required to pay a higher monthly premium for any such employee than it would have paid for employee only coverage under the Indemnity Plan. Any premium costs incurred by an employee in excess of the Indemnity Plan rates will be paid by the employee through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Open enrollment periods for the dental plans shall

be in November/December of each year, for coverage to be effective February of following year.  
(see Appendix "C")

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

1. Premium charges for health insurance shall be subject to the following conditions:
  - a. In the case of a self-funded plan, premiums shall reflect anticipated costs to the Employer of providing the insurance, using actual estimates or experience factors.
  - b. Employees on active pay status shall be required to contribute toward the costs of medical insurance to the extent that the monthly premium for their selected coverage exceeds the applicable premium for the indemnity plan or the Aetna Health Care Plan, whichever is higher.

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

**I. RETIREMENT BENEFITS.** The Employer shall provide for the continuation of paid health benefits as described in Section "C" above for Employees and their dependents upon the Employees' retirement in accordance with County Policy. Employees, to be eligible, must retire with twenty five (25) years of service credited by P.E.R.S. or P.F.R.S. Employees with seven (7) years of County service and twenty five (25) years of service credited by P.E.R.S. or P.F.R.S. are eligible for the County Prescription Plan upon retirement. Any Employee age fifty five (55) or over who chooses to take pension before twenty five (25) years of P.E.R.S. or P.F.R.S. service shall be able to buy prescription and health benefits at cost (County group rate).



**J. DEATH OF ACTIVE EMPLOYEE.**

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

2. Upon the death of an active Employee under circumstances not covered in Paragraph "1" above, all benefits shall continue to be provided to the surviving spouse and dependent child/children for a period of one year after such Employee's death.

**K. WAIVER OF BENEFITS.** In January of each year, commencing in 1995, employees who are enrolled in the medical or prescription plans pursuant to Sections "C" and "D" may elect to waive either or both forms of coverage subject to the following provisions:

1. Employees shall be permitted to waive Employer provided coverage only upon furnishing proof of other medical coverage through a spouses' employer or other source.

2. The waiver provision does not apply to Employees who are covered by another member of the family that is employed by Gloucester County. This is considered multiple coverage and Employees who are covered under our plan are not entitled to the waiver incentive.

3. Employees who waive medical or prescription coverage shall receive a monthly payment in lieu of insurance, depending upon the type of coverage for which they are otherwise eligible, as set forth below:

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

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

5. Waivers of coverage shall take effect February 1<sup>st</sup> following the Employee's election. The Employer will thereupon make payments to the Employee, in lieu of insurance, as set forth

in the applicable schedule. Payments shall commence by the end of February and will continue thereafter while the waiver of coverage remains in effect.

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

#### **L. FLEXIBLE SPENDING ACCOUNT**

The Employer will make available to all bargaining unit Employees a flexible spending account which meets the requirement of Chapter 125 of the Internal Revenue Code. This is commonly referred to as a "medical spending account" (MSA) and such participation is on a voluntary basis for Employees.

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

#### **N. DESCRIPTION**

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

### **ARTICLE VII 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 fourteen (14) holidays. They are as follows:

*NEW YEAR'S DAY	COLUMBUS DAY
MARTIN LUTHER KING DAY	ELECTION DAY
PRESIDENT'S DAY	VETERANS DAY

LINCOLN'S BIRTHDAY  
GOOD FRIDAY  
MEMORIAL DAY  
\*INDEPENDENCE DAY

\*THANKSGIVING DAY  
THANKSGIVING FRIDAY  
\*CHRISTMAS DAY  
LABOR DAY

“\*” indicates premium holidays

1. 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.

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

3. Twelve (12) hour Employees shall follow the schedule and holiday observation according to the GCDOCS posted schedule. Eight (8) hour Employees shall follow the County of Gloucester Administration schedule of observance. They shall not be required to work these 14 holidays.

## ARTICLE VIII

### VACATION

#### A. SCHEDULE

1. All covered Employees shall receive the following vacation leave per calendar year (January-December)

##### Tier 1 Employees

Tier 1 Employees – those employed as of January 1, 2011, shall receive the following:

Beginning the first calendar year	1 Workday per month worked
Beginning the 2 <sup>nd</sup> thru the 4 <sup>th</sup> year	12 Workdays
Beginning the 5 <sup>th</sup> thru the 11 <sup>th</sup> year	15 Workdays
Beginning the 12 <sup>th</sup> thru the 19 <sup>th</sup> year	20 Workdays
Beginning the 20 <sup>th</sup> thru the 25 <sup>th</sup> year	25 Workdays
Beginning the 26 <sup>th</sup> year	30 Workdays

##### Tier 2 Employees

Tier 2 Employees – those employed after January 1, 2011, shall receive the following:

0-1 year	1 Workday per month of employment up to 5 days
1-5 years	10 Workdays

6-15 years 15 Workdays

16 years and over 20 Workdays

3. All Employees who are assigned to an eight (8) work day shall receive an additional three (3) days of vacation leave each year of this agreement.

4. "Years of service" is defined as continuous time from any County in a Correction title as listed by the New Jersey Department of Personnel.

5. The Operations Lieutenant will not schedule vacation when the Classification Sergeant is already scheduled for vacation. The Training Lieutenant will not schedule vacation when the Training Sergeant is already scheduled for vacation. This clause only applies to vacation requests submitted after March 1<sup>st</sup> of the calendar year. After March 1<sup>st</sup> of the calendar year vacation time will be granted on a first come, first served basis. This only applies to vacation leave, and does not include any other leave time.

#### **B. EMERGENCY VACATION LEAVE**

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

#### **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. The Employer may allow an employee to carry over more than ten (10) days. All requests to carry over time must be submitted to the Warden in writing no later than October 1<sup>st</sup> of the calendar year.

## **E. DEATH OF THE EMPLOYEE**

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

## **F. SEPARATION**

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

## **G. SENIORITY**

Vacation selection within the appropriate work unit to which the Employee is assigned will be determined in accordance with seniority as defined in Article XXI, Section "F".

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

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

## **ARTICLE IX**

### **EMPLOYEE REIMBURSEMENT**

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

### **B. MEALS**

1. An Employee shall be reimbursed for meals up to the following amounts per day if he is required to be outside of the County on official business during the normal meal hours:

Breakfast \$6.00, Lunch \$9.00, Dinner \$11.00

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

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

4. In short notice assignments, meal allowance may be drawn in advance.

### **C. TUITION**

1. The Employer agrees to reimburse each employee up to a total of eight hundred dollars (\$800.00) for any job related course(s) or any other courses necessary for completion of a degree in Police Science or criminal Justice.

2. This money may also be used by the Employee to attend courses for in-service training at Police Academies, Police departments, Correctional facilities and other agencies which offer courses. The course must be approved by the Warden or his designee in order for the Employee to attend. The request to attend a course must be in writing and the Warden or his designee agrees to return said request stating approval or denial. The total amount of tuition for each year may be used for course attendance. Payment to the training agency will be done by the Employer.

## **ARTICLE X SICK LEAVE**

### **A. AMOUNT OF SICK LEAVE**

#### **Tier 1**

For Tier 1 Employees, those hired prior to January 1, 2011, the minimum Sick Leave with pay shall accrue and be granted to any full time Employee on the basis of one hundred and twenty (120) hours, of Sick Leave and shall be assessed (hour for hour) for Sick Leave utilization on any given workday. All unused Sick Leave in any calendar year shall accumulate from year to year.

#### **Tier 2**

For Tier 2 Employees those hired after January 1, 2011 the following applies:

Tier 2 Employees earned and accrue ninety six (96) hours each January. The sick days accumulate from year to year without limit.

### **B. SICK LEAVE UTILIZATION.**

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**

Immediate family is defined as father, father in-law, step father, mother, mother in-law, step mother, grandmother, grandfather, grandchild, spouse, child, foster child, step child, sister, brother or any relatives of the 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.** An Employee may use Sick Leave in accordance with the Gloucester County Human Resources Manual Chapter 6, Section 4.

### **E. REPORTING SICK LEAVE ABSENCE**

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 notify his/her supervisor shall be cause for denial of the use of Sick Leave for that absence and shall constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive working days shall constitute resignation not in good standing.

### **F. VERIFICATION OF SICK LEAVE**

Employees may be required to submit official proof of illness or inability to work in accordance with the Gloucester County Human Resources Manual Chapter 6, Section 4.

1. Failure to follow Verification of Sick Leave procedures may result in a denial of Sick Leave for that specific absence, and be considered insubordination and may constitute cause for discipline. An employee who exhausts all of his/her paid Sick Leave in any one year shall not be credited with additional paid Sick Leave until the beginning of the next calendar year. Any such unauthorized use shall be cause for discipline.
2. If sick leave is used on a premium holiday, verification of that sick leave must be turned in within 7 working days.

3. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
4. The Employer may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the County, by a physician chosen by the Employee from a panel of physicians designated by the County. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of the Employee or other Employees.

**G. DONATION OF SICK LEAVE 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 County Human Resources Manual on donating Sick Leave time.

## **ARTICLE XI BEREAVEMENT LEAVE**

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

1. Employees shall be entitled to four (4) days of leave per incident with pay for the death of the mother, father, spouse, child.

2. Employees shall be entitled to Three (3) days of leave per incident with pay for the death of the mother in law, father in law, sister, brother, grandmother, grandfather, grandchild, foster child, sister in law, brother in law, aunt, uncle and any relative of the spouse listed above.

3. 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.

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

## **ARTICLE XII OTHER BENEFITS**

### **A. WORKERS COMPENSATION**

1. Under the New Jersey Worker's Compensation Law, Employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Worker's



Compensation Insurance Carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for one (1) year.

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

## **B. OTHER LEAVES**

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

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

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

## **C. PREGNANCY**

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

## **D. MILITARY LEAVE**

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

## **E. ADMINISTRATIVE LEAVE**

Employees shall be allowed three (3) 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 may not be granted on premium holidays. It is understood that in order to maintain sufficient service levels, management reserves the right to deny a request for

administrative leave if services would be interrupted, hindered or obstructed. In its sole discretion, however, the Employer in extraordinary circumstances may waive the aforementioned sentence. Except in cases of emergency, requests for administrative leave shall be submitted at least forty eight (48) hours in advance to the appropriate supervisor.

### **ARTICLE XIII MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

**B.** In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices and 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 the 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 R.S. 40A or any other national, state or County law or regulations.

## **ARTICLE XIV ASSOCIATION RIGHTS**

### **A. INFORMATION**

The County shall make available to the F.O.P. 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 F.O.P. or any Employee participates during work hours in negotiations, grievance proceedings, conferences or meetings which relate to F.O.P. 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 F.O.P.

### **C. BULLETIN BOARDS**

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

#### **D. STATUTORY LEAVES**

Representatives of the F.O.P. shall be granted leave to attend all authorized conventions, conferences, and mini conferences as mandated by statute, NJSA 40A: 14-177.

#### **E. RECOGNIZED REPRESENTATIVE**

The Employer will recognize and communicate with the F.O.P.'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. ASSOCIATION LEAVE.**

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

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

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

#### **G. COMPUTER USE**

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

### **ARTICLE XV**

#### **RE-OPENER PROVISIONS**

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

**ARTICLE XVI**  
**DUES DEDUCTION**

**A. AUTHORIZATION**

The Employer agrees to make payroll deductions of F.O.P. dues when authorized to do so by the Employee on the appropriate form. F.O.P. deductions shall be exclusive to Lodge #165. The amount of said deduction shall have been certified to the Employer by the Secretary / Treasurer of the F.O.P. The Employer shall remit the dues to the address designated by the F.O.P. no later than 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.

**B. SAVE HARMLESS**

The F.O.P. shall indemnify, defend and hold the Employer harmless against any claim, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the F.O.P. which the Employer has remitted to the F.O.P. and reliance by the Employer on any representation made by the F.O.P. with respect to this Article. The Employer will give F.O.P. notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

**ARTICLE XVII**  
**REPRESENTATION FEE**

**A. PURPOSE OF FEE**

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

**B. NOTIFICATION OF AMOUNT OF FEE**

1. Prior to the beginning of each membership year, the F.O.P. will notify the Employer of the amount of the regular membership dues, initiation fees and assessments charged by the

F.O.P. to its own members for that membership year. The representation fee to be paid by non-members shall be determined by the F.O.P. and shall be up to 85% of that amount.

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

### **C. CHALLENGING ASSESSMENT PROCEDURES**

1. The F.O.P. acknowledges and affirms that it has established a procedure by which a non-member Employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

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

### **D. DEDUCTION AND TRANSMISSION OF FEE**

#### **1. NOTIFICATION**

Once during each membership year covered in whole or in part by this Agreement, The F.O.P. will submit to the Employer a list of those Employees who have not become members of the F.O.P. for the then current membership year.

The Employer will then deduct from the salaries of each Employee (in accordance with paragraph#2 below) the full amount of the representation fee and will promptly transmit the amount so deducted to the F.O.P.

#### **2. PAYROLL DEDUCTION SCHEDULE**

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

- a. Ten (10) days after receipt of the aforesaid list or
- b. Thirty (30) days after the Employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position was layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the

resumption of the Employee's employment in a bargaining unit position whichever is later.

### **3. TERMINATION OF EMPLOYMENT**

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

### **4. MECHANICS**

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

### **5. CHANGES**

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

### **6. NEW EMPLOYEES**

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

### **E. SAVE HARMLESS**

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

## **F. COMPLIANCE**

It is the intent of the parties, in entering into this Agreement, to fully comply with the rules and regulations of the Public Employment Relations Commission and the Public Employment Relations Commission Appeal board regulating agency fee deduction. To the extent any procedure established by these provisions is not in harmony with such rules and regulations, the parties agree to promptly negotiate a replacement clause to correct such deficiencies. All other non-affected clauses shall remain in full force and effect to the extent permitted by law.

## **ARTICLE XVIII MAINTENANCE OF OPERATION**

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

**B.** The F.O.P. covenants and agrees that during the term of this Agreement, neither the F.O.P. 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 Employer. The F.O.P. 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 XIX**  
**WORKING CONDITIONS AND SAFETY ITEMS**

**A. TRANSPORTATION**

1. Employees who are required to transport prisoners will, wherever practicable, be selected to be of the same sex as the prisoner to be transported.
2. All official vehicles provided by the County for utilization of Employees in the performance of their duties will be caged vehicles.
3. Official vehicles provided by the Employer for the utilization of the Employees will be radio equipped and will be properly maintained by the Employer
4. Within the current County car allotment provided to the Warden, one car will be reserved for Corrections Lieutenants use while on duty who are assigned to the Justice Complex

**B. SCHEDULED TRAINING CLASSES**

Employees who are assigned to attend training Academies will follow the schedule of the Academy while enrolled at the academy. A training day for the purpose of this agreement shall be the equivalent of one work day including travel and meal time for scheduled classes of four (4) hours or more.

**C. BALLISTIC/STAB RESISTANT VESTS**

Correction Lieutenants will be issued stab/ballistic combination vests. Corrections Lieutenants will not be required to work outside the facility without a vest. Anyone issued a vest is required to wear it while on duty.

**D. AMMUNITION AND TARGETS**

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

## **E. RIOT EQUIPMENT**

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

## **F. INNOCULATIONS/ SCREENING**

The Employer will make a hepatitis inoculation, influenza inoculations, and hepatitis C screening available to all Employees on a voluntary basis and without charge. The FOP will provide to the employer a list of Lieutenants each year who are willing to participate in the above mentioned inoculations/screening. This is a voluntary participation by the employees and supply availability may apply. The screening if requested shall be performed by the employee's primary care physician or in the case of workmen's compensation, by the authorized workmen's compensation physician.

## **G. ENTRUSTED FUNDS**

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

# **ARTICLE XX EMPLOYEE RIGHTS**

## **A. PERSONNEL RECORDS**

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

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

## **B. DISCIPLINE**

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

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

- (a) **INVESTIGATIONS.** All internal investigations, administrative and/ or criminal and all minor/major disciplinary charges, shall comply with all relevant state statutes and policies, including but not limited to the Attorney General's Guidelines and any amendments of that Guideline, Title 11 and Title 40.
- (b) **CHARGES.** Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this agreement and are not otherwise unlawful or improper. Employees may be disciplined as set forth in accordance with a promulgated disciplinary policy. When the Employer or his/her designee imposes discipline, written notice of such discipline shall be given to the employee. Such notice shall contain the specific regulation violated and the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of discipline.
- (c) **HEARINGS.** Any employee who has been charged shall be entitled to a hearing. Any employee who receives a preliminary notice of major disciplinary action pursuant to Civil Service Department of Personnel rules shall be allowed Five (5) days in which to request a departmental hearing.

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

- (d) REPRESENTATION. An employee is entitled to have FOP appointed representation/legal counsel at any disciplinary investigation/hearing and the rights as defined by the "Law Enforcement Protection Act", "Weingarten", "Garrity" and "Loudermill". Employees, who are required as witnesses at such hearings as well as the FOP representative, shall suffer no loss of regular straight time pay to appear at such investigation/hearing.
- (e) APPEALS. All appeals shall follow the normal established procedure for each disciplinary action. The Appeals process for minor discipline, as defined as five (5) days suspension or less, is through the grievance procedure. The Appeals process for major discipline, as defined as six (6) day suspension or greater is the Office of Administrative Law.
- (f) MINOR DISCIPLINE. For minor disciplinary matters, the hearing shall be conducted by the Director of County Human Resources or County Administrator or designee.
- (g) LIMITATIONS ON DRUG AND ALCOHOL TESTING. Employees may be subject to drug and alcohol testing only as required and in accordance with the Attorney General's Guidelines and the Gloucester County Human Resources Manual Chapter 7, Section 6 and Chapter 5, Section 10. The Employer reserves the right to create an addendum to specifically deal with the Department of Corrections Personnel, provided it is in compliance with the Attorney General's Guidelines for testing.

#### **D. RE-EMPLOYMENT RIGHTS**

Permanent Employees who sever employment relations with the Employer shall have the right to return to their former position within thirty (30) days of the effective date of separation with no, loss of salary, benefits or seniority. Employees who separate for more than thirty (30) days will not receive credit for contractual benefits lost upon their resignation. The foregoing is in addition to any re-employment rights to which the Employee may be entitled through Department of Personnel procedures

#### **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 criminal proceedings instituted as a result of a complaint on behalf of the County, said employee will be

permitted to select an attorney from a panel of attorneys selected by the Office of the County Counsel.

Reasonable fees for such representation will be paid by the County. In cases of disciplinary proceedings brought against the Employee by the County or in cases of criminal proceedings instituted as a result of a complaint on behalf of the County, the County will pay the reasonable attorney fees, as determined by County counsel, for the selected attorney, or for the attorney designated from the aforementioned panel if such disciplinary or criminal proceedings are dismissed or finally determined in favor of the Employee. Attorney fees shall not be reimbursed in connection with the settlement of disciplinary grievances, either prior to or during the course of arbitration unless the settlement specifically provides otherwise.

## **ARTICLE XXI**

### **MISCELLANEOUS PROVISIONS**

#### **A. HEALTH HAZARDS**

Any Employee required/requested to transport or be in contact with any person carrying or having an infectious disease shall be notified of such in advance, if known. The Employer agrees to take all reasonable precautions regarding protection for the Employee. If a health hazard is not known until after an Employees contact, the Employer will notify the Employee as soon as possible, and any medical exams and/or treatment will be provided by the Employer at no cost to the Employee.

#### **B. NOTIFICATION OF SHIFT CHANGE**

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

#### **C. NON-DISCRIMINATION**

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

#### **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. EVALUATIONS.**

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

#### **F. SENIORITY**

Seniority list will be developed and posted within Thirty (30) days of the signing of this agreement and shall be presumed to be accurate unless a question is raised by an individual, or the FOP on behalf of the individual, within Ten (10) calendar days of the posting. The seniority lists shall be used for determining vacation selection as well as scheduling of voluntary overtime. Seniority is defined as certified time in the job classification title as "COUNTY CORRECTIONS LIEUTENANT" as listed with New Jersey Department of Personnel. Seniority shall apply to all issues related to shift bidding, job bidding, voluntary overtime, vacation selection and any and all Leave selections. Provisional appointments shall not be made except as provided in N.J.S.A.11 A:4-13 and the N.J.A.C. Chapter 4

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

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.

While on leave of absence as provided by law, Lieutenants shall continue to accrue job classification seniority. However, a Lieutenant on unpaid leave of absence shall not accrue job classification seniority.

#### **G. MERIT SYSTEM EXAMINATIONS.**

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

#### **I. RETROACTIVE**

The retroactive aspects of this Agreement, including salary and economic benefits, shall apply solely to those Employees on the payroll of the Employer on or after January 1, 2011. The new rate of pay shall take effect within 28 days following execution of this Agreement. The retroactive payments shall be completed within 30 days following the execution of this Agreement.

The Employer will issue to each Employee on the payroll from January 1, 2011 until this Agreement is executed an itemized list of all retroactive monies owed to the Employee for each calendar year with one separate check.

### **ARTICLE XXII**

#### **FULLY BARGAINED CLAUSE**

**A.** This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, including all previous settlements and arbitration awards, which were or could have been subject of negotiations in accordance with the E.E.R.A. (Title 34). Therefore, the four corners of this contract prevail.

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

**C.** This Agreement shall not be amended, modified, or supplemented in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **ARTICLE XXIII**

### **DURATION**

**A.** This Agreement shall be effective January 1<sup>st</sup>, 2011 and continue through December 31, 2016, subject to the F.O.P.'s right to negotiate a successor Agreement.

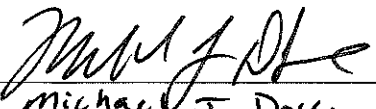
**B.** Negotiation for a successor Agreement shall commence during the month of April 2016 by either party to this Agreement notifying the other in writing of its decision to modify or extend the provisions of this Agreement.

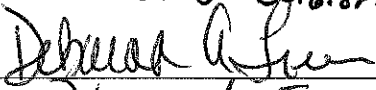


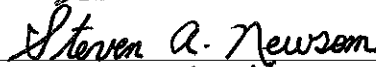
IN WITNESS WHEREOF, THE EMPLOYER AND THE F.O.P. HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BELOW.


GLOUCESTER COUNTY  
SUPERIOR OFFICERS ASSOCIATION  
FRATERNAL ORDER OF POLICE  
LODGE #165


BOARD OF CHOSEN FREEHOLDERS/  
ADMINISTRATOR OF THE COUNTY  
OF GLOUCESTER

By:   
Michael J. Delgiorno

By:   
Deborah A. Free

By:   
Steven A. Newsom

By:   
Robert M. Damminger, Freeholder Dir.

By:   
Chad M. Bruner, Co. Administrator

By: \_\_\_\_\_

DATE: 8/18/2011

DATE: \_\_\_\_\_

## SALARY SCHEDULE "A"

The Salary Guide is divided into TIER 1 Employees - those Employees hired prior to January 1, 2011 - and TIER 2 Employees - those Employees hired after January 1, 2011. Salary increases are granted effective January 1<sup>st</sup> of each year:

### Tier 1

2011*	2012	2013	2014	2015	2016
\$105,440	\$107,549	\$109,700	\$111,894	\$114,132	\$116,415

Note: \*2080 hours/year employees' schedule changes to 2184 hours/year effective 9/1/11 - 2011 salary would be adjusted accordingly. The salary amount identified above is for 2184 hours/year.

### Tier 2

Correction Officers hired after January 1, 2011 shall qualify for the second tier salary guide that provides, once promoted into the bargaining unit he/she shall earn no less than \$6,500 over the highest Correction Sergeant Pay Step.

**APPENDIX "A"**

**EIGHT HOUR SHIFT SCHEDULE  
AND  
TWELVE HOUR SHIFT SCHEDULE**

**EIGHT HOUR SCHEDULE\***

<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<b>X</b>	<b>D</b>	<b>D</b>	<b>D</b>	<b>D</b>	<b>D</b>	<b>X</b>

**EIGHT HOUR SHIFT WILL BE EITHER 0600 to 1400 hours, 0700 TO 1500 HOURS, 0800 TO 1600 HOURS, or 0900 to 1700 hours.**

**X = OFF**

**D = WORK DAY**

**\*Eight hour employees fulfill 84 hours in a pay period at straight rate with each 8 hour employee working an additional 4 hours flex time per pay period.**

**TWELVE HOUR SCHEDULE**

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

**D= DAY SHIFT 0600 TO 1800 HOURS**

**N= NIGHT SHIFT 1800 TO 0600 HOURS**

**X= OFF**

**APPENDIX B**  
**UNIFORM, CLOTHING AND EQUIPMENT ISSUE**

Initial issue for all Employees:

3 each	Class B pants and Class B short sleeve shirts
1 each	Class A long sleeve shirt and Class A pants
1	All purpose jacket with liner
1	Sweater
1	Pair of shoes (replacement given every other year)
1	Hat
2 *	Badges
2 *	Nameplates
1 *	I.D. Wallet
1 *	Garrison belt
1 *	Raincoat
1 *	Hat Badge
1 *	Tie

A Department I.D. will be issued to each Employee covered by this agreement upon their retirement. The I.D will stipulate the rank and name of the retired Employee and shall have no expiration date.

After the initial issue is received, Employees will be responsible to replace and maintain the uniform at no cost to the Employer. Items marked with an (\*) will be the responsibility of the Employer to replace as needed.

Employees shall receive a stab resistant/ ballistic vest which shall be replaced by the employer according to manufacturer's recommendations (expiration date) and shall be equivalent to the stopping power of the 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.

All employees will be issued a fully functioning portable radio with lapel microphone. All repairs/ replacements shall be provided by the employer.

Additional issue for all Employees who carry a Firearm:

1	Holster
1	Sam Brown belt
1	Double ammo pouch
1	Pair of handcuffs with case and key
1	PR-24 with carrier
4	Belt keepers

The Employer at its discretion may change the uniform(s) but any costs associated with a uniform change will be the total responsibility of the Employer.

**APPENDIX "C"**  
**DENTAL**

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

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

DELTA DENTAL PREMIER PLAN:

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

DELTA CARE/ FLAGSHIP PLAN:

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

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

For contract years 2012, 2013, 2014, 2015 and 2016, an Addendum shall be added to this Agreement Appendix "A" showing each year's rates and costs as they become effective. For contract years 2012-2016, an addendum to appendix A shall be provided upon request.

THE END