

AGREEMENT

Between

THE SHERIFF'S OFFICE SUPERIOR OFFICERS ASSOCIATION

FRATERNAL ORDER OF POLICE LODGE #165

and

THE BOARD OF CHOSEN FREEHOLDERS/

SHERIFF OF THE COUNTY OF GLOUCESTER

JULY 1, 2003 THROUGH DECEMBER 31, 2010

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PREAMBLE

This Agreement is entered into this 27th day of October,
1955 by and between the BOARD OF CHOSEN FREEHOLDERS/SHERIFF OF
THE COUNTY OF GLOUCESTER, (hereinafter referred to as the
"Employer") and the SHERIFF'S OFFICE SUPERIOR OFFICERS
ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE #165.
(hereinafter referred to as the "S.O.A.).

In consideration of the following mutual covenants, it is hereby
agreed as follow;

ARTICLE I

RECOGNITION

A. The Employer agrees to recognize the S.O.A. as the exclusive bargaining agent for the full time Employees classified as County Sheriff's Officer Lieutenant AND County Sheriff's Officer Captain, hereinafter termed "Employees", but excluding all other Employees not specifically included above.

B. Where appropriate, the rules and regulations of the Merit Review Board 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 S.O.A., 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 S.O.A. 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 S.O.A. 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 S.O.A. may proceed to the next level.

LEVEL ONE: A grievance may be filed in writing with the Undersheriff, within seven (7) calendar days of the occurrence of the grievance. The Undersheriff shall render a written decision within seven (7) calendar days after receipt of the grievance. Failure of the S.O.A. to file within the seven (7) 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 Personnel Director within seven (7) calendar days following receipt of the determination of Level One. The Personnel Director or his designee shall schedule and hold a meeting within seven (7) calendar days following receipt of the grievance and shall render a written determination within seven (7) 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 seven (7) calendar days following receipt of the

determination of Level Two. The Sheriff or his designee shall render a written determination within seven (7) day following receipt of the grievance.

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

D. ARBITRATION

1. If the S.O.A. determines that the grievance is meritorious, it may submit the grievance to arbitration within thirty (30) 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. 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 the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provisions of Section D1 of this Article, or 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 language of this Agreement.

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

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

7. The arbitrators decision shall be in writing, setting forth the reasons therefor, 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 S.O.A. 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 S.O.A. When an Employee is not represented by the S.O.A., the S.O.A. 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 S.O.A., management, or the individual by virtue of their participation or lack of participation in the prescribed grievance procedure.

H. GROUP GRIEVANCE

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

I. MISCELLANEOUS

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

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, OVERTIME, CALL BACK, STANDBY

A. WORKDAY, WORKWEEK, WORK PERIOD AND LEAVE TIME ASSESMENT

1. WORKDAY

Employees will be scheduled to work an eight (8) hour shift.

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

2. WORKWEEK AND WORK PERIOD

A. The workweek for Employees on an eight (8) hour shift schedule shall consist of five (5) eight (8) hour shifts as set forth in Appendix "A".

3. LEAVE TIME ASSESSMENT

Each workday shall be considered as an eight (8) hour day for the purposes of vacation, personal leave, bereavement leave, administrative leave and lodge leave.

4. SHORT LEAVE NOTICE

Upon request, the Sheriff or his designee, with twenty four (24) hours notice shall authorize two (2) hours, four (4) hours or eight (8) hours of vacation or administrative leave to any Employee.

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-2 of this Article.

2. The overtime rate of pay, unless otherwise stated under the terms of this Agreement, shall be computed on the basis of one and one half (1 1/2) times the Employee's hourly rate. For purposes of calculating the overtime rate, the Employee's hourly rate is derived by dividing the sum of his base pay (inclusive of longevity, where applicable) by (a) 2080 hours for eight (8) hour shift employees.

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

4. Overtime shall include any necessary travel time for official business, as per the F.L.S.A.

5. In the event that overtime work is required, the Employer shall first attempt to secure volunteers 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. The requirements of the overtime distribution list as set forth in Paragraphs 5 and 6 above shall not apply if an Employee assigned to a particular duty (courts, transportation, quartermaster, etc.) is to be held over beyond the expiration of his shift, up to a maximum of two (2) hours. The overtime list shall be utilized for any post-shift requirements 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 rate.

D. 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.

E. COMPENSATORY TIME

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

ARTICLE IV

WAGES, LONGEVITY, SHIFT DIFFERENTIAL, SEPERATE 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.

2. Where appropriate, those Employees with six (6) or more 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

1. All employees shall receive longevity based on the following percentage of base pay.

Up to 19 years of credited service:

| | |
|------|-------|
| 2003 | 4.5% |
| 2004 | 4.5% |
| 2005 | 4.5% |
| 2006 | 4.75% |
| 2007 | 5.25% |
| 2008 | 5.75% |
| 2009 | 6% |
| 2010 | 6% |

Beginning their 20th year of credited service:

| | |
|------------------------------|-------|
| 2003 | 6% |
| 2004 | 6.5% |
| 2005 | 7.25% |
| 2006, 2007, 2008, 2009, 2010 | 8% |

2. Longevity shall be capped 8% for the life of this agreement.

3. Employees who are promoted to Lieutenant or Captain on or after their 23rd year of credited service shall receive 6.5%

added to the salary listed in Salary Schedule "A" upon promotion and the longevity amount will increase to 8% the following January 1st .

4. Employees entitled to longevity pay shall have their salary adjusted as shown in Salary Schedule "A" to reflect the inclusion of longevity into the base pay.

5. Longevity service time is defined as continuous time in County service for Employees hired prior to January 1, 1990 and is defined as departmental time for Employees hired on or after January 1, 1990.

C. 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.

D. 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.

E. SEPERATE CHECK PAYMENT

All moneys allocated to uniform maintenance, holiday pay, individual attendance bonus, educational bonus, fitness bonus, sick leave buy back and vacation buy back shall be paid by a separate check and shall not be included in the regular pay.

F. SEPERATE CHECK PAYMENT SCHEDULE

| ACTIVITY | PAYMENT DUE |
|--|--------------------------------------|
| 1. Individual Attendance Bonus | Last Pay of January |
| 2. Vacation Buy Back | Last Pay of January |
| 3. Sick Leave Buy Back | Last Pay of April |
| 4. Uniform Maintenance | Last Pay of July (remove in 2005) |
| 5. Holiday Pay | First Pay of November |
| 6. Physical Fitness and Educational Bonus | First Pay of December |

ARTICLE V

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 after such notification, whichever is later.
3. All issue 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

A uniform maintenance allowance will be paid to all Employees effective July 1, 2003 and be received as follows:

1. Effective July 1, 2003, an allowance of \$950.00 shall be paid on the last pay of July.
2. Effective January 1, 2004, an allowance of \$950.00 shall be paid on the last pay of July.
3. Effective January 1, 2005 Employees will be totally responsible for the maintenance and purchase of uniforms.
4. The Employer is responsible for those items marked with an "*" in Appendix "B" which is attached hereto and made a part hereof.

5. The Employer agrees to place a one time amount of \$1500.00 into the base pay after the percentage increase beginning January 1, 2005.

6. The Employer shall issue to the Employee a "RETIRED" department I.D. upon their retirement from the Employer with their name, rank and date they retired.

ARTICLE VI

MEDICAL BENEFITS

A. HEALTH BENEFITS

1. The Employer shall provide the following health benefits for each Employee and his eligible dependents as listed below:

- a. \$5.00 and \$10.00 Point of Service Plan and a Personal Choice Plan as provided by Amerihealth.
- b. A new Prescription Plan shall take effect December 1, 2005. The Employee co-pay will be \$5.00 for each generic prescription, \$10.00 for each name brand prescription and \$20.00 for non-preferred brand name drugs. Syringes and contraceptives will be covered by the Plan. Generic substitutions will be mandatory whenever available unless the physician specifies a name brand only drug.
- c. Vision Care shall remain a separate policy provided in addition to the vision care coverage provided under the Employer's medical plan. Allowances for the following items shall be as follows;

| | |
|----------------------|----------|
| Examinations | \$30.00 |
| Frames | \$20.00 |
| Single vision lenses | \$30.00 |
| Bifocal lenses | \$43.00 |
| Trifocal lenses | \$50.00 |
| Lenticular lenses | \$100.00 |
| Contact lenses | \$200.00 |
- d. Dental Care Plan shall continue to be provided by the Employer in accordance with the indemnity plan for Employees only at a cost to the Employer which shall not exceed \$31.00

per month. 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 F.O.P. Employees who elect to enroll in the dental plan organization may also enroll their dependents. 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 through payroll deductions on a pre-tax basis, as authorized by section 125 of the Internal Revenue Code. Open enrollment periods for this dental plan shall be in July of each year, for coverage beginning September 1.

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's 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 P.E.R.S. or P.F.R.S. Employees with fifteen (15) 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.

E. DEATH OF ACTIVE EMPLOYEE

1. Upon the death of an active Employee 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 Employee under circumstances not covered by subparagraph E.1 above, all health benefits of the Employee shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such Employee'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). Prior to any change, the Employer will notify the S.O.A. so that the S.O.A. may, in the event it does not agree that the benefits are substantially equivalent, submit the matter directly to Arbitration in accordance with Article II, Section D. Such Arbitration award shall occur prior to any change.

G. WAIVE COVERAGES

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 sources.

2. Employees who waive medical 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:

| | |
|----------------------------|--------------------|
| Employee only medical: | \$100.00 per month |
| Parent/child medical: | \$150.00 per month |
| Husband/wife medical: | \$175.00 per month |
| Family medical: | \$250.00 per month |
| Employee only Prescription | \$25.00 per month |
| Family Prescription | \$50.00 per month |

3. Waivers of coverage shall remain in effect unless Employee elects to re-enroll during a subsequent open enrollment period (currently July) 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 Employers indemnity plan within thirty (30) days or within sixty (60) days in the H.M.O. plan after giving notice or as soon thereafter as is permitted under the insurance then in effect.

4. Waivers of coverage will take effect April 1 following the Employee's election. Payments will commence by the end of April and will continue thereafter on a regular basis each month while the waiver of coverage remains in effect.

5. Those Employees who have already waived coverage prior to January 1996 will be deemed eligible for monthly payments as provided above commencing in April 1996.

6. Employees who have waived coverage but plan to apply for the post retirement medical benefit 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 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.

ARTICLE VII

HOLIDAYS

- A. There shall be a minimum of fourteen (14) holidays per year, with a schedule to be determined by the Employer.
- B. In the event an Employee is regularly scheduled to work on New Year's Day, Independence Day, Thanksgiving Day, and/or Christmas Day (hereinafter called "premium holidays"), the Employee shall be compensated for such work at two (2) times the Employee's regular straight time rate of pay.
- C. Overtime worked on holidays shall be compensated at two and one half (2 1/2) times the Employee's regular straight time rate of pay.
- D. The premium holidays will be compensated at Two (2) times the regular straight time rate of pay or two and one half (2 1/2) times the overtime rate of pay for the actual day of the premium holiday. All other holidays will be paid the two and one half (2 1/2) times overtime rate on the day that the holiday is schedule for by the County Administrator at the beginning of each year.
- E. Employees whose schedule require that they work holidays shall be paid for their fourteen (14) holidays as a lump sum for the year with the first pay in November. Holiday pay shall be paid by separate check. Each day of holiday pay shall be paid as an eight (8) hour day.
- F. Eight hour Employees who choose to work the holidays will be given seven holidays off. Thanksgiving, Christmas and New Years

Day will be automatic days off with holiday pay and the remainder four (4) days may be taken at any time during the calendar year at the Employee's discretion with holiday pay.

ARTICLE VIII

VACATION

A. SCHEDULE

1. All full time employees shall receive the following vacation leave per calendar year (January-December)

Beginning the first year of employment 8 hours per month

Beginning the 2nd thru the 4th year 96 hours

Beginning the 5th thru the 11th year 120 hours

Beginning the 12th thru the 19th year 160 hours

Beginning the 20th thru the 25th year 200 hours

After completion of 25 years of credited service time as recognized by the Employer and/or P.F.R.S. Employees shall receive upon beginning their 26th year, 240 hours and this shall continue until the end of the 30th year of credited service.

Beginning the 31st year add 8 additional hours for every year and thereafter add 8 additional hours (i.e. 33 years 264 hours).

2. Employees assigned to an eight (8) work day shall receive an additional twenty four (24) hours of vacation leave each year of this agreement.

B. 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.

C. CARRY OVER

1. An Employee shall be allowed to carry over five (5) vacation days per year. The employer may allow an employee to carry over more than five (5) days.

2. The Employee may elect to redeem carried over vacation days accumulated from the prior year for current cash value up to five (5) days. This buy back of vacation time will be received by the employee in a separate check on the last pay of January.

D. DEATH OF THE EMPLOYEE

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

E. SEPARATION

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

F. 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 XX, Section "D".

G. Upon twenty four (24) hours notice, vacations of three days or less shall be granted by the Sheriff or his designee, subject to the discretionary language of Paragraph "B" hereof. The Sheriff 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.

H. 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 \$0.32, or the State rate if such is higher.

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 Court House, County Jail or Female Correction 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 seven hundred dollars (\$700.00) in 2004, seven hundred fifty dollars (\$750.00) in 2005 and eight hundred dollars (\$800.00) in 2006 and thereafter 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 Sheriff or his designee in order for the Employee to attend. The request to attend a course must be in writing and the Sheriff 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.

D. EXTRADITION

An Employee scheduled for an extradition assignment will be advanced fifty dollars (\$50.00) per day meal expense allotment. The officer must furnish receipts to substantiate such expenses. Arrangements for travel and lodging will be made prior to the departure of the officer.

ARTICLE X

SICK LEAVE

A. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full time Employee on the basis of 8 hours per month during the remainder of the first calendar year of employment after initial appointment and 120 hours as of the first working day of the year for each subsequent calendar year thereafter. All unused sick leave in any calendar year shall accumulate from year to year.
2. In all instances, a working day, for the purposes of sick day accrual, shall be calculated as the equivalent of eight (8) work hours.

B. SICK LEAVE MAY BE UTILIZED BY EMPLOYEE

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.

C. IMMEDIATE FAMILY

Immediate Family means father, mother, mother in law, father in law, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother and include relatives of the Employee residing in the Employees household. Immediate family shall also include such other relationships as are deemed within the

definition of family members under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

D. REPORTING OF ABSENCE ON SICK LEAVE

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

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and 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. An Employee who is absent on sick leave may be required to submit acceptable medical evidence substantiating the need for sick leave. Abuse of sick leave shall be cause for disciplinary action.

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

3. The Employer may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the County, by a physician chosen by the Employee from a panel of physicians designated by the County. Such examination shall establish

whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of the Employee or other Employees.

F. SICK LEAVE REDEMPTION

1. Employees may elect to redeem unused sick days accumulated through the prior year for current cash value, up to a maximum of forty (40) hours provided that a bank of not less than four hundred eighty (480) hours accumulated sick hours remains at the conclusion of each year.

The Employee must have not less than four hundred eighty (480) hours respectively, remaining after redeeming unused sick hours. Employees may exercise an annual right to redeem by notifying the Employer during the month of March. Employees redeeming days will receive separate checks on the last pay of April.

2. Fifty percent (50%) of all accumulated sick time shall be paid upon retirement up to a maximum of fifteen thousand dollars (\$15000.00).

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 thirty two (32) hours of leave per incident with pay for the death of the mother, father, spouse, child.

2. Employees shall be entitled to twenty four (24) hours 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 eight (8) hours leave per incident with pay for family members not defined above if the Employee is scheduled 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 Sheriff's Lieutenants and Captains 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. 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. 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 twenty four (24) hours off with pay annually for personal business that cannot be disposed of outside working hours, except that Employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first calendar year of service. Administrative leave shall not be granted on the day before or the day after a holiday or vacation. 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. It is understood

that in order to maintain sufficient service levels, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered or obstructed.

ARTICLE XIII

MANAGEMENT RIGHTS

A. 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 S.O.A. 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 S.O.A. or any Employee participates during work hours in negotiations, grievance proceedings, conferences or meetings which relate to S.O.A. 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 S.O.A.

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 S.O.A. The location for the board shall be designated by the S.O.A., subject to the approval of the Sheriff.

D. STATUTORY LEAVES

Representatives of the S.O.A. shall be granted leave to attend all authorized conventions as mandated by statute.

E. RECOGNIZED REPRESENTATIVE

The Employer will recognize and communicate with the S.O.A.'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

1. In addition to any leaves granted by statute, up to an aggregate total of one hundred twenty (120) hours of leave with pay per year shall be granted to representatives of the S.O.A. to attend conferences, seminars and/or conventions which relate to S.O.A. business. The S.O.A. shall designate the representatives and shall notify the Employer not less than fourteen (14) calendar days prior to the date(s) of such leave(s).

2. The aforementioned one hundred twenty (120) hours is the respective total in each year of the Agreement for all S.O.A. representatives. That is, it is not a total for each representative.

G. COMPUTER USE

The Employer agrees to allow the S.O.A. to use the County computer systems for official business of the S.O.A. and for communications between the S.O.A. 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 S.O.A., the contract will be re-opened on this issue only.

ARTICLE XVI

DUES DEDUCTION

A. AUTHORIZATION

The Employer agrees to make payroll deductions of S.O.A. dues when authorized to do so by the Employee on the appropriate form. S.O.A. deduction shall be exclusive to Lodge #165. The amount of said deduction shall have been certified to the Employer by the Secretary/Treasurer of the S.O.A. The Employer shall remit the dues to the address designated by the S.O.A. no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonable possible), together with a list of employees from whose pay such deductions were made.

B. SAVE HARMLESS

The S.O.A. 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 S.O.A. which the Employer has remitted to the S.O.A. and reliance by the Employer on any representation made by the S.O.A. with respect to this Article. The Employer will give the S.O.A. 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 S.O.A. 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 S.O.A. for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the S.O.A. as majority representative.

B. NOTIFICATION OF AMOUNT OF FEE.

1. Prior to the beginning of each membership year, the S.O.A. will notify the Employer of the amount of the regular membership dues, initiation fees and assessments charged by the S.O.A. to its own members for that membership year. The representation fee to be paid by non-members shall be determined by the S.O.A. and shall be up to 85% of that amount.
2. Such sum representing the fair share shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the Employees it represents advances in wages, hours and other terms and conditions of employment in addition to those

which are secured through collective negotiations with the Employer.

C. CHALLENGING ASSESSMENT PROCEDURES

1. The S.O.A. 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 S.O.A. 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 S.O.A. will submit to the Employer a list of those Employees who have not become members of the S.O.A. for the then current membership year. The Employer will then deduct from the salaries of each Employees (in accordance with paragraph #2 below) the full amount of the representation fee and will promptly transmit the amount so deducted to the S.O.A.

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 the membership year in question. The deductions will begin with the first paycheck paid:

a. Ten (10) days after receipt of the aforesaid list or

b. Thirty (30) days after the Employee begins his employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the Employee's employment in a bargaining unit position whichever is later.

3. TERMINATION OF EMPLOYMENT

If an Employee who is required to pay a representation fee terminates his employment with the Employer before the S.O.A. 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 S.O.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the S.O.A.

5. CHANGES

The S.O.A. 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 S.O.A. a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such Employees.

E. SAVE HARMLESS

The S.O.A. 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 S.O.A. which the Employer has remitted to the S.O.A. and reliance by the Employer on any representation made by the S.O.A. with respect to the Article. The Employer will give the S.O.A. 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 continues 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 S.O.A. covenants and agrees that during the term of this Agreement, neither the S.O.A. 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 Sheriff's Office. The S.O.A. 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.

B. TRAINING ACADEMY SCHEDULE

Employees who are assigned to attend training Academies will follow the schedule of the Academy while enrolled at the Academy.

C. BULLETPROOF VESTS

Sheriff's Lieutenants and Captains will be issued bulletproof vests. 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 five hundred (500) rounds of reloaded ammunition per year.

E. EQUIPMENT

The Sheriff's Office will provide adequate riot gear and equipment to help facilitate the quelling of disturbances by inmates.

F. HEPATITIS INNOCULATION

The Sheriff's Office will make a hepatitis inoculation available to all Employees on a voluntary basis and without charge.

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. Prior to the placing of any material in the employee's personnel file which could have an adverse effect on the Employee's 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 indicated 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. HEARINGS

Any Employee who has been suspended in excess of five (5) days shall be entitled to a hearing. Such hearing shall be conducted, whenever practicable, prior to the suspension, unless, in the judgment of the Sheriff or his designee, the offense is of such a serious nature that the suspension should commence prior to any hearing. The hearing will be conducted by a person outside of the Sheriff's Office to determine the validity of the charges. In the event the Employee is suspended for five (5) days or less, such suspension may be appealed through the grievance procedure.

C. RE-EMPLOYMENT RIGHTS

Permanent employees who sever employment relationships with the 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 Civil Service/Department of Personnel/Merit Review Board procedures.

D. SENIORITY

1. Seniority lists will be developed and posted within thirty days of the signing of this Agreement and shall be presumed to be accurate unless a question is raised by an individual, or the S.O.A. on behalf of an individual, within ten (10) calendar days of he posting.
2. Seniority is defined as time in grade. Seniority shall apply to all issues related to shift bidding, job bidding, voluntary overtime, vacation selection and any and all time off selections. Reverse seniority will be used for forced overtime.
3. An Employee may exercise seniority to bid for vacancies on shift assignments and job positions provided that the Employer's criteria for qualifications are met. The Employer's criteria for qualifications may include the Employee's entire personnel record.

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 a 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 contract, 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 S.O.A. against any Employee because of the Employee's membership or non membership in the S.O.A. Neither the Employer nor the S.O.A. shall discriminate against any Employee because of race, creed, age, sex, martial status or national origin.

D. SEPERABILITY

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. RETROACTIVITY

The retroactive aspects of this Agreement, including salary and economic benefits, shall apply solely to all Employees on the payroll of the Employer on and after July 1, 2003.

The new rate of pay shall take effect within 28 days following execution of this agreement. The retroactive payments shall be completed as soon as practicable following the execution of this agreement.

The Employer will issue to each Employee on the payroll from July 1, 2003 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 which were or could have been the subject by P.E.R.C.

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.

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

ARTICLE XXIII
DURATION

This Agreement shall be effective July 1, 2003 and continue through December 31, 2010, subject to the S.O.A.'s right to negotiate a successor Agreement.

Negotiation for a successor Agreement shall commence during the month of April 2010 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 S.O.A. HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BELOW.

SHERIFF'S OFFICE SUPERIOR
OFFICERS ASSOCIATION
FRATERNAL ORDER OF POLICE
LODGE #165

BY: W. E. [Signature] V.P.

BY: J. Joseph Martin PRES.

BY: H. [Signature] Sec.

DATE October 27, 2005.

BOARD OF CHOSEN FREEHOLDERS/
SHERIFF OF THE COUNTY OF
GLOUCESTER

BY: [Signature]

BY: _____

BY: [Signature]

DATE: 11/18/05

SALARY SCHEDULE "A"

LIEUTENANTS with 1 to 19 years

| Date | % Inc. | Salary | Longevity % | Base Salary | Hourly Rate |
|--------|--------|----------------------|-------------|-------------|-------------|
| 7/1/03 | 2 | \$60,457 | 4.5 | \$63,178 | \$30.3740 |
| 1/1/04 | 3.5 | \$62,573 | 4.5 | \$65,389 | \$31.4370 |
| 1/1/05 | 4.5 | \$65,389 +\$1,500 | | | |
| | | \$66,889 | 4.5 | \$69,899 | \$33.6052 |
| 1/1/06 | 4.25 | \$69,732 | 4.75 | \$73,045 | \$35.1177 |
| 1/1/07 | 4.125 | \$72,609 | 5.25 | \$76,421 | \$36.7409 |
| 1/1/08 | 4.125 | \$75,605 | 5.75 | \$79,953 | \$38.4389 |
| 1/1/09 | 4.125 | \$78,724 | 6 | \$83,448 | \$40.1192 |
| 1/1/10 | 4 | \$81,873 | 6 | \$86,786 | \$41.7240 |

Lieutenants with 20 years and above

| Date | % Inc. | Salary | Longevity % | Base Salary | Hourly Rate |
|--------|--------|----------------------|-------------|-------------|-------------|
| 7/1/03 | 2 | \$60,475 | 6 | \$64,085 | \$30.8101 |
| 1/1/04 | 3.5 | \$62,573 | 6.5 | \$66,641 | \$32.0389 |
| 1/1/05 | 4.5 | \$65,389 +\$1,500 | | | |
| | | \$66,889 | 7.25 | \$71,739 | \$34.4899 |
| 1/1/06 | 4.25 | \$69,732 | 8 | \$75,311 | \$36.2072 |
| 1/1/07 | 4.125 | \$72,609 | 8 | \$78,418 | \$37.7010 |
| 1/1/08 | 4.125 | \$75,605 | 8 | \$81,654 | \$39.2567 |
| 1/1/09 | 4.125 | \$78,724 | 8 | \$85,022 | \$40.8760 |
| 1/1/10 | 4 | \$81,873 | 8 | \$88,423 | \$42.5111 |

See Article IV section B-3 for exceptions

SALARY SCHEDULE "A" (CONTINUED)

Captain

| Date | % Inc. | Salary | Longevity % | Base Salary | Hourly Rate |
|--------|--------|--------------------|-------------|-------------|-------------|
| 1/1/04 | | \$66,100 | \$3,800 | \$69,900 | \$33.6058 |
| 1/1/05 | 4.5 | \$69,075 +1,500 | | | |
| | | \$70,575 | 7.25 | \$75,692 | \$36.3904 |
| 1/1/06 | 4.25 | \$73,575 | 8 | \$79,461 | \$38.2024 |
| 1/1/07 | 4.125 | \$76,610 | 8 | \$82,739 | \$39.7784 |
| 1/1/08 | 4.125 | \$79,771 | 8 | \$86,153 | \$41.4197 |
| 1/1/09 | 4.125 | \$83,062 | 8 | \$89,707 | \$43.1284 |
| 1/1/10 | 4 | \$86,385 | 8 | \$93,256 | \$44.8346 |

See Article IV section B-3 for exceptions

SALARY SCHEDULE "B"

During each year of the term of this Agreement the following bonuses will apply.

1. Sheriff's Physical Fitness Test (voluntary)

| Passing Score | Perfect Score |
|---------------|---------------|
| 3.50 | 6.00 |

Bonus: \$200.00 paid for a passing score each year of this Agreement on the first pay of December.
\$400.00 paid for a perfect score each year of this Agreement on the first pay of December.

2. Educational Bonus

| | |
|------------------|----------|
| BACHELORS DEGREE | \$750.00 |
| ASOCIATES DEGREE | \$500.00 |

Bonus to be paid each year of this Agreement on the first pay of December. Degree to be earned by December 31st.

3. Individual Attendance Bonus

- a. Perfect attendance 3% of base salary
- b. 1 through 48 hours of
sick leave used: 1% of base salary

Perfect attendance is defined as no hours of sick time used. This will be the only criteria that the bonus will be judged on and awarded by.

The Individual attendance Bonus will be paid on the last pay of January for each year of this Agreement.

SCHEDULE "C"

PHYSICAL FITNESS GUIDE

| POINTS | SIT AND REACH | 1 1/2 MILE RUN | # IN 1 MINUTE BENT KNEE SIT UPS | # IN 1 MINUTE PUSHUPS | % BODY WEIGHT BENCH PRESS |
|-----------------------------------|---------------|----------------|------------------------------------|--------------------------|------------------------------|
| ===== | | | | | |
| AGE RANGE FROM 20 TO 29 YEARS OLD | | | | | |
| 6 | 21" & UP | 16:30 & DOWN | 45 & UP | 55 & UP | 100% |
| 5 | 19-20 3/4 | 16:31-17:00 | 41-44 | 44-54 | 90-99 |
| 4 | 17-18 3/4 | 17:01-17:30 | 37-40 | 34-43 | 80-89 |
| 3 | 15-16 3/4 | 17:31-18:00 | 33-36 | 22-33 | 70-79 |
| 2 | 13-14 3/4 | 18:01-18:30 | 29-32 | 11-21 | 60-69 |
| 1 | 11-12 3/4 | 18:31-19:00 | 25-31 | 5-10 | 50-59 |
| ===== | | | | | |
| AGE RANGE FROM 30 TO 39 YEARS OLD | | | | | |
| 6 | 19" & UP | 17:30 & DOWN | 41 & UP | 45 & UP | 90-99 |
| 5 | 17-18 3/4 | 17:31-18:00 | 37-40 | 34-44 | 80-89 |
| 4 | 15-16 3/4 | 18:01-18:30 | 33-36 | 23-33 | 70-79 |
| 3 | 13-14 3/4 | 18:31-19:00 | 29-32 | 12-22 | 60-69 |
| 2 | 11-12 3/4 | 19:01-19:30 | 25-28 | 6-11 | 50-59 |
| 1 | 9-10 3/4 | 19:31-20:00 | 21-24 | 0-5 | 40-49 |
| ===== | | | | | |
| AGE RANGE FROM 40 TO 49 YEARS OLD | | | | | |
| 6 | 17" & UP | 18:30 & DOWN | 38 & UP | 35 & UP | 80-89 |
| 5 | 15-16 3/4 | 18:31-19:00 | 34-37 | 24-34 | 70-79 |
| 4 | 13-14 3/4 | 19:01-19:30 | 30-33 | 13-23 | 60-69 |
| 3 | 11-12 3/4 | 19:31-20:00 | 26-29 | 7-12 | 50-59 |
| 2 | 9-10 3/4 | 20:01-20:30 | 22-25 | 3-6 | 40-49 |
| 1 | 7-8 3/4 | 20:31-21:00 | 18-21 | 1-2 | 30-39 |
| ===== | | | | | |
| AGE RANGE FROM 50 TO 59 YEARS OLD | | | | | |
| 6 | 15" & UP | 19:30 & DOWN | 35 & UP | 24 & UP | 70-79 |
| 5 | 13-14 3/4 | 19:31-20:00 | 31-34 | 13-23 | 60-69 |
| 4 | 11-12 3/4 | 20:01-20:30 | 27-30 | 9-12 | 50-59 |
| 3 | 9-10 3/4 | 20:31-21:00 | 23-26 | 6-8 | 40-49 |
| 2 | 7-8 3/4 | 21:01-21:30 | 19-22 | 3-5 | 30-39 |
| 1 | 5-6 3/4 | 21:31-22:00 | 15-18 | 1-2 | 20-29 |
| ===== | | | | | |

AGE 60 AND ABOVE SHOULD NOT TAKE THIS TEST WITHOUT A PHYSICIANS CLEARANCE. ALL AGES ARE ADVISED TO CHECK WITH THEIR PHYSICIANS PRIOR TO PARTICIPATION IN THIS TEST.

SCORING: ADD TOTAL POINT EARNED AND DIVIDE BY 5 FOR AVERAGE. THIS WILL GIVE YOU THE AVERAGE FOR THE PASSING OR PERFECT SCORE.

APPENDIX "A"

EIGHT HOUR SHIFT SCHEDULE

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|---------|-----------|----------|--------|----------|
| X | O | O | O | O | O | X |

EIGHT HOUR SHIFT WILL BE EITHER 0700 TO 1500 HOURS OR 0800 TO 1600 HOURS.

X = OFF

O = WORK DAY

APPENDIX B

UNIFORM, CLOTHING AND EQUIPMENT ISSUE

Initial issue for all Employees

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

A Department I.D. will also 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.

Additionally, Employees will receive a bullet proof vest which shall be replaced every five years.

The Employer shall also issue these additional items:

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

For individuals who are assigned to a Special Unit, they will receive 2 six pocket squad pants, 2 squad shirts, 1 pair paratrooper boots and 1 baseball hat.

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

THE END