

Contract no. 1668

AGREEMENT

between

GLOUCESTER COUNTY LAW ENFORCEMENT
LODGE #97, F.O.P.
(SUPERIOR OFFICERS UNIT)

and

BOARD OF CHOSEN FREEHOLDERS/SHERIFF
OF THE COUNTY OF GLOUCESTER

JANUARY 1, 1990 through DECEMBER 31, 1992

MARTIN R. PACHMAN, P.C.
60 East Main Street
Freehold, New Jersey 07728
(201) 780-5590

LIBRARY
INSTITUTE OF MANAGEMENT

OCT 7 1990

RUTGERS UNIVERSITY

PREAMBLE

This Agreement is entered into this _____ day of _____ 1990, by and between the BOARD OF CHOSEN FREEHOLDERS/SHERIFF OF THE COUNTY OF GLOUCESTER, (hereinafter referred to as the "Employer") and the GLOUCESTER COUNTY LAW ENFORCEMENT LODGE #97, FRATERNAL ORDER OF POLICE (Superior Officers Unit) (hereinafter referred to as the "FOP").

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

ARTICLE I
RECOGNITION

A. The Employer agrees to recognize the FOP (Superior Officers Unit) as the exclusive bargaining agent for full-time employees classified as Sheriff's and Correction Lieutenants, hereinafter termed "employee(s)," but excluding all other employees not specifically included above.

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

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

ARTICLE II
GRIEVANCE PROCEDURE

A. Purpose.

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

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the FOP, 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 FOP 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 the person or persons or the FOP making the claim.

C. Procedure.

1. Since it is important that grievances be processed

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

Level One. A grievance may be filed in writing with the Undersheriff, within fifteen (15) calendar days of the occurrence of the grievance. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance. The Undersheriff shall render a written decision within ten (10) calendar days after receipt of the grievance.

Level Two. In the event a settlement has not been reached through Level One procedures, a grievance may be filed with the Personnel Director within five (5) 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 ten (10) calendar days after the date of such meeting.

Level Three. In the event a settlement has not been reached through Level Two procedures, a grievance may be filed with the Sheriff within five (5) calendar days following receipt of the termination of Level Two. The Sheriff or his designee shall render a written determination within twenty (20) days following receipt of the grievance.

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

D. Arbitration.

1. If the FOP determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) calendar days following receipt of the Level Three determination or within thirty (30) calendar days following submission of the grievance to Level Three. Such submission shall be pursuant to the rules of the 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 rendered at Level Three shall be final.

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

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

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

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

7. The arbitrator's decision shall be in writing, setting forth the reasons 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 FOP. Any other expenses incurred shall be paid by the party incurring same.

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

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

H. Group Grievance. If in the judgment of the FOP a grievance affects a group of employees, the FOP shall identify the employee(s) and may submit such grievance in writing, and the processing of such grievance shall commence at Level Two. The FOP

may process such a grievance through all levels of the grievance procedure.

I. Miscellaneous.

1. All decisions set forth to the aggrieved person shall be set forth in writing and shall include the decision and shall be transmitted promptly to the aggrieved person or to the FOP, whichever is appropriate.

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

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

ARTICLE III

WORKDAY, OVERTIME AND CALL-IN, SENIORITY

A. Workday, Workweek, Work Period & Leave Assessment.

1. Workday. Employees will be scheduled to work either an eight (8) hour shift or a twelve (12) 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.

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

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.

b. The twelve (12) hour shift schedule, to be implemented at the Sheriff's discretion, is attached as Appendix B to this Agreement.

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

B. Overtime.

1. The workweek for employees on an eight (8) hour shift schedule shall consist of five (5) eight (8) hour shifts. An

employee working the eight (8) hour shift schedule who is required to work in excess of his workday, or eighty (80) hours in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime, as set forth in Section B.3. of this Article.

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

3. The overtime rate of pay, unless otherwise stated under the terms of this Agreement, shall be computed on the basis of one and one-half (1 1/2) times the employee's hourly rate. For purposes of calculating the overtime rate, the employee's hourly rate is derived by dividing the sum of his base pay (inclusive of longevity, where applicable) by (a) 2080 hours for eight (8) hour shift employees, or (b) by the sum of 2080 hours and 104 hours for twelve (12) hour shift employees.

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

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

6. 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.

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's pay for every sixteen (16) hours on standby.

E. Elimination of Compensatory Time

1. As of the date of the signing of this Agreement, there will be no compensatory time granted in lieu of payment for overtime worked.

2. The Employer will pay all employees within sixty (60)

days of the signing of this Agreement for all of their accumulated compensatory time that has not been used by the date of the signing of this Agreement. Such payment shall be at the employee's overtime rate of pay at the time of payment.

ARTICLE IV

WAGES

A. Salaries.

1. The salaries of all members of the unit covered by this Agreement are set forth in the Salary Schedules which are 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 the following longevity pay to be included in their base salary:

Beginning the 7th year of service \$ 480.00

Beginning the 10th year of service 960.00

Beginning the 14th year of service 1440.00

2. Employees entitled to longevity pay shall have their base salary as shown in the Salary Schedules adjusted to reflect the inclusion of such longevity pay.

3. 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. Shift Differential. The permanent day shift is any shift that falls entirely between 6:00 a.m. and 6:00 p.m. Any employee

assigned to any other shift, including rotating shifts, of which any part falls outside of the permanent day shift, shall receive an additional \$.10 per hour for all assigned time, which rate shall be increased to \$.25 per hour effective July 1, 1990.

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

ARTICLE V

UNIFORMS

A. Items of Issue.

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

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

B. Maintenance Allowance. A uniform maintenance allowance of \$400.00 shall be paid to each employee in 1990, \$425.00 in 1991, and \$450.00 in 1992. Such allowance shall be payable in semi-annual payments of \$200.00, \$212.50, and \$225.00, respectively, on or before each January 31 and July 31. Non-uniformed employees shall receive one (1) class A uniform or its equivalent in 1990, 1991, and in 1992, and shall further receive an allowance of \$300.00 in 1990, \$250.00 in 1991, and \$200.00 in 1992, which shall be paid in semi-annual payments of \$150.00, \$125.00, and \$100.00, respectively, on or before each January 31 and July 31.

ARTICLE VI

MEDICAL BENEFITS

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

1. Blue Cross, Blue Shield, Major Medical and Rider "J" (current Plan or equivalent).

2. A \$1.50 co-pay Prescription Plan (current Plan or equivalent).

3. A Vision Care Plan (current Plan or equivalent).

4. A Dental Plan - The Employer will provide a Dental Plan for the employee only. It shall be the same Plan as for other County employees, as per County Policy.

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

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

D. Retirement Coverage. 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 the statutory and regulatory requirements of the State Health Benefits Program. Employees, to be eligible, must retire with twenty-five (25) years of service in

PERS or PFRS.

E. Death of Active Employee

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

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

F. Change of Carriers.

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

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

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, Thanksgiving Day, and/or Christmas Day, the employee shall be compensated for such work at two (2) times the employee's regular straight time rate of pay.

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

D. Officers whose schedules 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.



TO FILE

**COUNTY OF GLOUCESTER
STATE OF NEW JERSEY
WOODBURY, NJ 08096
(609) 853-3275
(609) 853-3276**

**JOHN H. FISHER, III
COUNTY ADMINISTRATOR**

TO: ALL DEPARTMENT HEADS
**FROM: JOHN H. FISHER,
COUNTY ADMINISTRATOR**
DATE: NOVEMBER 6, 1991

The following is the schedule of holidays that has been reviewed and approved by the Gloucester County Board of Chosen Freeholders for the year 1992:

NEW YEAR'S DAY	WEDNESDAY	JANUARY 1
KING'S BIRTHDAY	MONDAY	JANUARY 20
LINCOLN'S BIRTHDAY	WEDNESDAY	FEBRUARY 12
WASHINGTON'S BIRTHDAY	MONDAY	FEBRUARY 17
GOOD FRIDAY	FRIDAY	APRIL 17
MEMORIAL DAY	MONDAY	MAY 25
INDEPENDENCE DAY	FRIDAY	JULY 3
LABOR DAY	MONDAY	SEPTEMBER 7
COLUMBUS DAY	MONDAY	OCTOBER 12
ELECTION DAY	TUESDAY	NOVEMBER 3
VETERANS DAY	WEDNESDAY	NOVEMBER 11
THANKSGIVING	THURSDAY FRIDAY	NOVEMBER 26 NOVEMBER 27
CHRISTMAS	FRIDAY	DECEMBER 25

APPROVED:

John R. Maier

JOHN R. MAIER, DIRECTOR



Gloucester County
is Using
Recycled Paper

ARTICLE VIII

VACATION

A. All full-time employees shall receive the following vacation leave per calendar year (Jan.-Dec.):

Beginning the first calendar year.....1 day per month worked
(max. 12 days)

Beginning the 2nd - 4th year.....12 workdays

Beginning the 5th - 11th year.....15 workdays

Beginning the 12th - 19th year.....20 workdays

Beginning the 20th - 25th year.....25 workdays

Beginning the 27th year.....26 workdays

Beginning the 28th year.....27 workdays

Beginning the 29th year.....28 workdays

Beginning the 30th year.....29 workdays

Beginning the 31st year.....30 workdays

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. An employee shall be allowed to carry over five (5) vacation days per year, subject to the operational requirements of the Employer. If carried over, reimbursement shall be at the prior year's rate of pay, unless the carry over was requested by the Employer. If requested by the Employer, the

reimbursement shall be at the current year's rate of pay.

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

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

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

G. Upon 48 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 48 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 REIMBURSEMENTS

A. Mileage. When an employee is required to use his personal automobile during a working tour for official business, reimbursement for such use (exclusive of travel to and from work) shall be at ~~4.25~~^{4.21}, 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.....\$4.00

Lunch.....\$7.00

Dinner.....\$9.00

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

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

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

C. Tuition. The Employer agrees to reimburse each employee up to a total of two hundred dollars (\$200.00) per year for any job related course(s) or any other courses necessary for completion of a degree in Police Science or Criminal Justice.

ARTICLE X

SICK LEAVE

A. 1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days as of the first working day of the year for each subsequent calendar year thereafter. All unused sick leave in any calendar year shall accumulate from year to year.

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

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

B. Sick leave may be utilized by employees:

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

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

C. "Immediate family" means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister, or brother of the employee. It shall also include relatives of the employee residing in the employee's

household.

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

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and 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 certificate from the Department of Health shall be required.

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

employees.

F. Sick Leave Redemption. Employees may elect to redeem unused sick days accumulated through the prior year for current cash value, provided that a bank of not less than fifty (50) days of sick time remains as of December 31, 1989, and a bank of not less than sixty (60) accumulated sick days remains at the conclusion of each year thereafter. The employee must have not less than fifty (50) days or sixty (60) days, respectively, remaining after redeeming unused sick days. Employees may exercise an annual right to redeem by notifying the Employer of such intent by March 31st. Commencing 1990, the maximum amount of sick days which an employee may redeem in a given year is five (5) days. Employees redeeming days will receive checks by April 30. Employees who seek to redeem sick days in 1990 may apply by notifying the Employer within thirty (30) days of the execution of this Agreement, and shall receive checks within sixty (60) days of the execution of the Agreement.

ARTICLE XI
BEREAVEMENT LEAVE

A. Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family.

B. The immediate family is defined as mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, foster child, and any relative of the employee residing in the employee's household. The Sheriff may exercise discretion to permit up to three (3) days bereavement leave per incident for family members not specifically listed above. The exercise of the Sheriff's discretion regarding family members not specifically listed shall not be subject to the grievance procedure.

ARTICLE XII
OTHER BENEFITS

A. Worker's Compensation

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

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

B. Other Leaves

1. 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. Effective January 1, 1988, employees shall be allowed two (2) days off with pay annually for personal business that cannot be disposed of outside working hours, except that employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first calendar year of service. Administrative leave shall not be granted on 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 limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

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

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

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

4. To hire all employees and, subject to the provisions

of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

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

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

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

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

ARTICLE XIV

LODGE RIGHTS

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

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

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

D. Statutory Leaves. Representatives of the FOP shall be granted leave to attend all authorized conventions as mandated by statute.

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

F. Lodge Leave.

1. In addition to any leaves granted by statute, up to an aggregate total of four (4) days leave with pay per year shall be granted to representatives of the FOP to attend conferences, seminars and/or conventions which relate to FOP business. The Executive Board of the FOP 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 four (4) aggregate days is the respective total in each year of the Agreement for all FOP representatives. That is, it is not a total for each representative.

ARTICLE XV

RE-OPENER PROVISION

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

ARTICLE XVI

DUES DEDUCTION

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

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

ARTICLE XVII
REPRESENTATION FEE

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

B. Notification of Amount of Fee.

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

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

Employer.

C. Challenging Assessment Procedure

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

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

D. Deduction and Transmission of Fee

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

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

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

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

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

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

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

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

6. New Employees. On or about the first day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the FOP a list of all employees who began their employment in a bargaining unit position during the

preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

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

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

ARTICLE XVIII

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Sheriff's Department is of paramount importance to the citizens of the County and that there should be no interference with such operations.

B. The FOP covenants and agrees that during the term of this Agreement, neither the FOP nor any person acting in its behalf will cause, authorize, engage in, sanction, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Sheriff's Department. The FOP agrees that such action would constitute a material breach of this Agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

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

ARTICLE XIX

WORKING CONDITIONS & SAFETY ITEMS

A. Transportation

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

2. 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 required to attend a training Academy will follow the schedule of the Academy while enrolled at the Academy.

C. Bulletproof Vests. Upon successful completion of training at the Academy, Sheriff's Officers will be furnished with bulletproof vests. An employee shall not be required to work outside of a facility without a vest.

D. Ammunition and Targets. Employees who are required to qualify with a hand weapon will be furnished with not less than ten (10) targets and five hundred (500) rounds of reload ammunition per year.

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

inmates.

F. The Department will make a hepatitis inoculation available to all employees on a voluntary basis and without charge.

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

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 Department 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 the employment relationship with the Employer shall have the right to return to their former position within thirty (30) calendar days of the effective date of separation with no loss of salary, benefits, or seniority. Employees who separate for more than thirty (30) days 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 procedures.

D. Seniority.

1. Seniority lists will be developed and posted within thirty (30) days of the signing of this Agreement and shall be presumed to be accurate unless a question is raised by an individual, or the FOP on behalf of an individual, within ten (10) calendar days of the posting. The seniority lists will be used for determining vacation selection as well as the scheduling of voluntary and mandatory overtime.

2. Seniority is defined as certified time in a Merit System Board title unless otherwise specifically provided for in this Agreement.

3. An employee may exercise seniority to bid for vacancies on shift assignments and job positions provided that the Employer's criteria for qualification are met. The Employer's criteria for qualification includes the employee's entire personnel record.

E. Legal Representation. Whenever an employee covered by

this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers, except in cases of disciplinary proceedings brought against an employee by the County or in criminal proceedings instituted as a result of a complaint on behalf of the County, said employee will be permitted to select an attorney of his choice as his representative, or may designate an attorney from a panel of attorneys selected by the Office of 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 fees, as determined by County Counsel, for the selected attorney or for the attorney designated from the aforementioned panel if such disciplinary or criminal proceeding is dismissed or finally determined in favor of the employee.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

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

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

C. Non-Discrimination. There shall be no discrimination by the Employer or the FOP against any employee because of the employee's membership or non-membership in the FOP. Neither the Employer nor the FOP shall discriminate against any employee because of race, creed, color, age, sex, marital status or national origin.

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

E. The retroactive aspects of this Agreement, including

salary and economic benefits, shall apply solely to those employees on the payroll of the Employer on the date of execution of this Agreement.

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 of negotiations.

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

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

ARTICLE XXIII

DURATION


A. This Agreement shall be effective January 1, 1990 and continue in effect through December 31, 1992, subject only to the FOP's right to negotiate a successor Agreement.

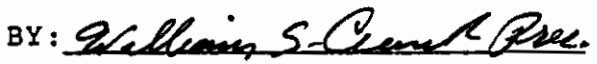
B. Negotiation for a successor Agreement shall commence during the month of September 1992 by either party to this Agreement notifying the other in writing of its decision to modify or extend the provisions of this Agreement.

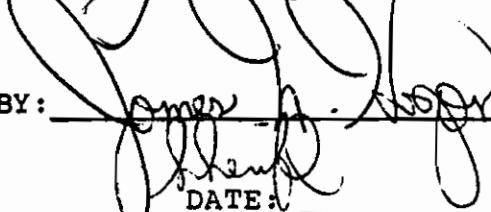
IN WITNESS WHEREOF, the Employer and the FOP have caused this Agreement to be executed by their representatives, all on the date below.

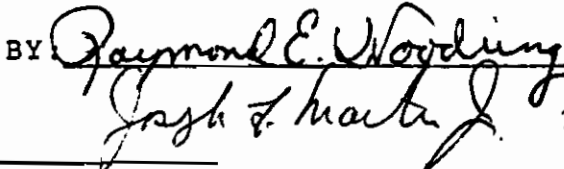
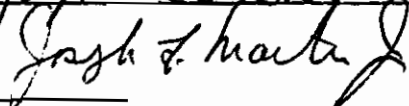
BOARD OF CHOSEN
FREEHOLDERS/SHERIFF OF
GLOUCESTER COUNTY

GLOUCESTER COUNTY LAW
ENFORCEMENT LODGE #97, F.O.P.
(Superior Officers Unit)

BY: 

BY: 

BY: 
DATE: _____

BY: 
 TRS

Page-2-
Letter of Agreement
Four Day Work Week/Mounted Division

5. This agreement shall take effect July 15, 1991, and shall expire as of September 14, 1991, at which time said employee shall revert to the regular work schedule.
6. If the needs of the Office of the Sheriff dictates that this agreement shall be shorten, this may be accomplished by ~~MUTUAL~~ agreement of all parties.
MUTUAL

Dated: JULY 17, 1991

Charles W. Gilly
Employee

Pres. William S. Crowl
FOF Local #97

SALARY SCHEDULE A**
(SERGEANTS)

	SHO R	1	2	3	4	5
Jan. 1, 1990	16,500	17,325	17,325	20,000	20,000	24,636
	Sergeant		27,223			
July 1, 1990	16,500	18,191	18,191	21,000	21,000	25,868
	Sergeant		28,584			
Jan 1, 1991	18,000	19,101	19,101	22,050	22,050	27,161
	Sergeant		30,013			
July 1, 1991	19,000	19,830	19,830	22,890	22,890	28,190
	Sergeant		31,150			
Jan. 1, 1992	20,000	21,000	21,000	24,000	24,000	30,000
	Sergeant		32,500			
July 1, 1992	20,000	21,000	23,000	26,000	30,000	
	Sergeant		33,000			

*For purposes of 1992 salary schedule, all officers on Steps 3 and 4 in 1991 shall remain on Steps 3 and 4, respectively, until July 1, 1992, at which time all eligible officers previously, on Step 3 as aforementioned will progress to Step 4..

**The base wages of twelve (12) hour personnel shall be adjusted to provide for 164 hours of compensation at the straight time rate.

SALARY SCHEDULE A
LIEUTENANTS

JAN 1, 1990	30,491.00
JULY 1, 1990	32,016.00
JAN 1, 1991	33,617.00
JULY 1, 1991	34,800.00
JAN 1, 1992	36,300.00
JULY 1, 1992	36,800.00

THE BASE WAGE OF TWELVE (12) HOUR PERSONNEL SHALL BE ADJUSTED TO PROVIDE FOR 104 HOURS OF COMPENSATION AT THE STRAIGHT TIME RATE.

SALARY SCHEDULE B

During each year of the term of the Agreement, the following bonuses will apply:

1. Sheriff's Physical Fitness Test (voluntary)

\$200 - Paid before end of year.

2. Education Bonus

\$300 - Masters Degree

200 - Bachelors Degree

100 - Associate Degree

Paid by January 31st each year. Degree to be earned by December 31st.

3. Reduction of sick time.

1% bonus based upon base salary plus longevity if departmental sick time average in 1990 is reduced by four days.

Paid in January of the succeeding contractual year.

APPENDIX A

CLOTHING ISSUE

Initial Issue for All Correction Officers:

- 3 Class B pants
- 3 Class B short-sleeve shirts
- 1 Class A long-sleeve shirt
- 1 Class A pair pants
- 1 Tie
- 2 Badges
- 1 Nameplate
- 1 All purpose jacket w/liner & 1 sweater
- 1 I.D. wallet
- 1 Garrison belt
- 1 Pair shoes (replacements on shoes every other year)

Initial Issue for All Sheriff Officers:

- 1 Hat w/badge
- 3 Class A pants
- 3 Class A long-sleeve shirts
- 3 Class A short-sleeve shirts
- 1 Tie
- 2 Badges
- 1 Nameplate
- 1 All purpose jacket w/liner
- 1 Pair shoes (replacements on shoes every other year)
- 1 I.D. wallet
- 1 Raincoat
- 1 Bullet-proof vest

Additional Issue for All Officers Required to Carry a Firearm

- 1 Holster
- 1 Sam Brown "type" belt
- 1 Double ammo pouch
- 1 Pair handcuffs w/case and keys
- 1 Baton w/carrier "PR-24"
- Keepers as necessary

Additional Issue for Those Assigned to Special Units

Perimeter Patrol

- Firearm Issue (for those required to carry a firearm)
- 1 Raincoat
- 1 Pair all-weather boots
- 1 Hat/baseball cap

Utility Uniforms Issued to Special Units

Recruits

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

Replacement (uniform component [shirts, pants] of initial issue)

Initial uniform issue or equivalent every even numbered year.

1 Class A uniform or equivalent every odd numbered year.

APPENDIX B
TWELVE HOUR SHIFT SCHEDULE

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
A.	Day	D	x	x	D	D	D	x	x	D	D	x	x	x
B.	Night	N	x	x	N	N	N	x	x	N	N	x	x	x
C.	x	x	D	D	x	x	x	D	D	x	x	D	D	D
D.	x	x	N	N	x	x	x	N	N	x	x	N	N	N

AGREEMENT TO MODIFY COLLECTIVE BARGAINING AGREEMENTS

WHEREAS, the County/Sheriff and FOP Lodge 97 are desirous of entering into a temporary agreement for the purpose of adopting steady shift schedules, and

WHEREAS, the parties have entered into negotiations toward the modification of the Collective Bargaining Agreement for affected employees for the purposes of accomplishing same, and

WHEREAS, the parties have agreed to modify the Agreement for the balance of its effective term,

NOW, THEREFORE, the parties on this 17th day of November, 1989, hereby enter into the following contractual modifications:

1. Commencing November 17, 1989, Correction Sergeants and Correction Officers shall be employed pursuant to steady shift schedules. Each shift shall consist of twelve (12) hours and shall commence at 6:00 a.m. and continue through 6:00 p.m., or shall commence at 6:00 p.m. and continue through 6:00 a.m. This shift schedule pattern shall be determined in accordance with the chart attached hereto. At any time during the contractual period, the County/Sheriff may elect to discontinue the twelve-hour shift schedule program and reinstate the existing schedule.

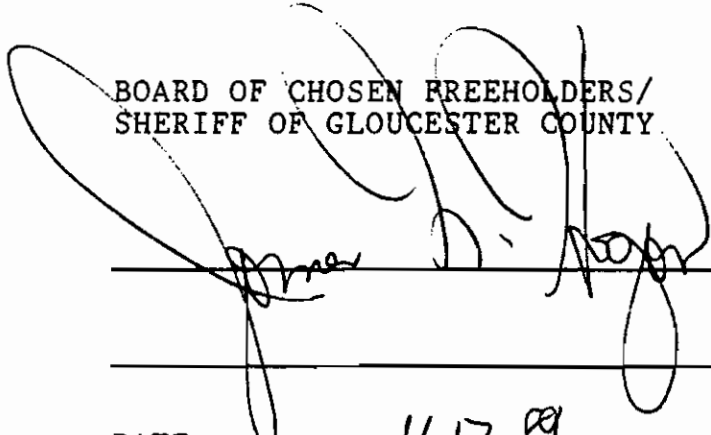
2. For the period of this agreement, each twelve (12) hour shift shall be considered as one (1) full day for purposes of vacation, personal leave, bereavement leave, administrative leave, and Association leave. Twelve (12) hours of sick leave will be assessed (hour for hour) for sick leave utilization on any given shift.

3. As to all other matters, the master contractual agreement as modified shall apply.

4. This agreement will expire on December 31, 1989, and the present shift schedule shall be restored thereafter unless the parties agree through negotiations to extend the present temporary agreement.

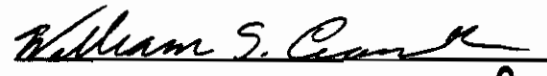
5. IN WITNESS WHEREOF, the County/Sheriff and the FOP have caused this agreement to be executed by their representatives, all on the date below.

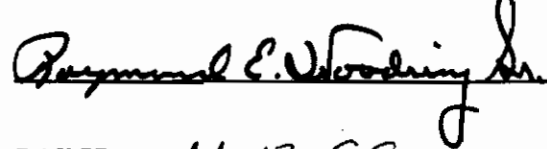
BOARD OF CHOSEN FREEHOLDERS/
SHERIFF OF GLOUCESTER COUNTY



DATE: 11-17-89

FOR LODGE NO. 97
(SUPERIOR OFFICERS ASSOC.)
KSR
CORRECTION





DATED: 11-17-89

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

OFFICE OF THE SHERIFF
P.O. BOX 376
WOODBURY, NJ 08096-7376
(609) 853-3564

JAMES N. HOGAN, SHERIFF

MILITARY LEAVE

1. AN EMPLOYEE IN THE CAREER, SENIOR EXECUTIVE OR UNCLASSIFIED SERVICE, OTHER THAN A PERSON HOLDING A POSITION FOR A FIXED TERM OR PERIOD, WHO ENTERS THE MILITARY SERVICE IN TIME OF WAR OR EMERGENCY, OR FOR ANY PERIOD OF TRAINING, OR PURSUANT TO ANY SELECTIVE SERVICE SYSTEM, SHALL BE ENTITLED TO A LEAVE OF ABSENCE WITHOUT PAY FOR THE PERIOD OF SUCH SERVICE AND THREE MONTHS AFTER DISCHARGE. HOWEVER, IF AN EMPLOYEE IS INCAPACITATED BY WOUND OR ILLNESS AT THE TIME OF DISCHARGE, SUCH LEAVE SHALL BE EXTENDED UNTIL THREE MONTHS FROM RECOVERY BUT IN NO EVENT MORE THAN TWO YEARS FROM DATE OF DISCHARGE.
 - A. DURING SUCH LEAVE OF ABSENCE, THE EMPLOYEE SHALL CONTINUE TO ACCRUE SENIORITY AND SALARY INCREMENTS, IF APPLICABLE, IN HIS OR HER TITLE.
 - B. NO ENTITLEMENTS UNDER THIS SECTION SHALL BE GRANTED IF THE SEPARTATION FROM MILITARY SERVICE IS BY A DISHONORABLE DISCHARGE. SEE N.J.S.A. 38:23-4.
 - C. FOR FEDERAL REEMPLOYMENT RIGHTS, SEE 43 U.S.C. SECTION 2021.

2. AN EMPLOYEE IN THE CAREER, SENIOR EXECUTIVE OR UNCLASSIFIED SERVICE WHO IS A MEMBER OF THE NATIONAL GUARD OR OTHER COMPONENT OF THE ORGANIZED MILITA OF THE STATE OF NEW JERSEY SHALL BE ENTITLED TO A LEAVE OF ABSENCE WITH PAY NOT TO EXCEED 90 DAYS IN THE AGGREGATE IN ANY ONE YEAR THAT HE OR SHE IS REQUIRED TO ENGAGE IN ACTIVE DUTY OR ACTIVE DUTY FOR TRAINING. SEE N.J.A.C. 5A:2-2.3 (b) FOR TYPES OF REQUIRED DUTY. HOWEVER, APPOINTING AUTHORITIES MAY RESCHEDULE AN EMPLOYEE'S WORK TIME TO AVOID CONFLICT WITH SUCH REQUIRED DUTY.
 - A. A LEAVE OF ABSENCE WITH PAY SHALL ALSO BE GRANTED FOR OTHER MILITARY DUTY WHEN ORDERED BY THE GOVERNOR IN CASE OF INSURRECTION, BREACH OF THE PEACE, NATIONAL DISASTER OR IMMINENT DANGER TO PUBLIC SAFETY.
 - B. SUCH LEAVE OF ABSENCE SHALL BE IN ADDITION TO THE REGULAR VACATION ALLOWED SUCH EMPLOYEE. SEE N.J.S.A. 38A:4-4.

3. A PERMANENT EMPLOYEE WHO IS A MEMBER OF THE ORGANIZED RESERVES OF THE ARMY, NAVY, AIR FORCE OF MARINE CORPS OF THE UNITED STATES OR OTHER AFFILIATED ORGANIZATIONS SHALL BE ENTITLED TO A LEAVE OF ABSENCE WITH PAY ON DAYS ON WHICH HE OR SHE IS REQUIRED TO ENGAGE IN FIELD TRAINING, BUT ONLY THAT TRAINING WHICH CONSISTS OF PARTICIPATION IN UNIT TRAINING FIELD OPERATIONS. HOWEVER, APPOINTING AUTHORITIES MAY RESCHEDULE AN EMPLOYEE'S WORK TIME TO AVOID CONFLICT WITH MILITARY FIELD TRAINING.
 - A. A NONPERMANENT EMPLOYEE SERVING FOR ONE YEAR OR LONGER SHALL BE ENTITLED TO A LEAVE OF ABSENCE WITH PAY NOT TO EXCEED 30 DAYS IN THE AGGREGATE IN ANY ONE YEAR WHILE ENGAGED IN FIELD TRAINING.
 - B. SUCH LEAVE OF ABSENCE SHALL BE IN ADDITION TO THE REGULAR VACATION ALLOWED SUCH EMPLOYEE. SEE N.J.S.A. 38:23-1 AND 38:23-1.1.
4. AN EMPLOYEE IS ENTITLED TO A LEAVE OF ABSENCE WITHOUT PAY FOR SUCH OTHER NATIONAL GUARD, STATE ORGANIZED MILITIA OR UNITED STATES RESERVE DUTY NOT COVERED BY (2) OR (3) ABOVE.
 - A. DURING SUCH LEAVE OF ABSENCE, THE EMPLOYEE SHALL CONTINUE TO ACCRUE SENIORITY AND SALARY INCREMENTS, IF APPLICABLE, IN HIS OR HER TITLE.
 - B. AT THE DISCRETION OF THE EMPLOYEE, VACATION LEAVE, ADMINISTRATIVE LEAVE AND OTHER ACCRUED COMPENSATION MAY BE USED FOR SUCH ABSENCES.
5. FOR MILITARY LEAVE REGULATIONS PROMULGATED BY THE NEW JERSEY DEPARTMENT OF DEFENSE. SEE N.J.A.C. 5A:2.
6. ALL EMPLOYEES CALLED INTO ACTIVE MILITARY SERVICE TO SERVE THEIR COUNTRY AS A RESULT OF THE PRESENT CRISIS (WORLD CRISIS INVOLVING IRAQ AND THE COUNTRIES OF THE PERSIAN GULF) SHALL BE COMPENSATED BY THE COUNTY (GLOUCESTER) IN AN AMOUNT WHEN ADDED TO THEIR MILITARY COMPENSATION SHALL EQUAL THE AMOUNT THAT WOULD HAVE BEEN PAID TO THAT EMPLOYEE BY THE COUNTY (GLOUCESTER) HAD THAT EMPLOYEE REMAINED IN HIS OR HER ACTUAL EMPLOYMENT.
 - A. UPON RETURN TO EMPLOYMENT AT THE CONCLUSION OF FULFILLING THEIR MILITARY OBLIGATION, THE EMPLOYEE SHALL BE ENTITLED TO ALL THE RIGHTS, PRIVILEGES, AND BENEFITS THAT THE EMPLOYEE WOULD HAVE HAD OR ACQUIRED HAD THE EMPLOYEE ACTUALLY SERVED IN SUCH OFFICE, POSITION OR EMPLOYMENT.

(COUNTY OF GLOUCESTER RESOLUTION DATED SEPTEMBER 5, 1990)

amount of the "Single Family" Home Improvement Loans to be purchased from such mortgage seller (or related person, as aforesaid) by the Agency.

SUBCHAPTER 15. (RESERVED)

SUBCHAPTER 16. (RESERVED)

SUBCHAPTER 17. PREVAILING WAGES (RESERVED)

SUBCHAPTER 18. DEBARMENT AND SUSPENSION FROM NJHFA CONTRACTING

5:80-4.1 through 5:80-4.11 recodified as 5:80-18.1 through 5:80-18.11

(No change in text.)

SUBCHAPTER 19. WAIVERS

5:80-19.1 Waivers

Any party desiring a waiver or release from the express provisions of any of the regulations in this chapter may submit a written request to the Agency to the attention of the Executive Director. Waivers may be granted only by the Agency Board "[where]" "when" such waiver would not contravene the provisions of N.J.S.A. 55:14K-1 et seq. and upon a finding that, in granting the waiver, the Board will be promoting the statutory purposes of the Agency.

Full text of the adopted repeal may be found in the New Jersey Administrative Code at N.J.A.C. 19:1-1 through 19:1-5.

DEFENSE

(a)

THE ADJUTANT GENERAL

Leave of Absence for Military Duty for and by Members of the National Guard

Adopted New Rules: N.J.A.C. 5A:2

Proposed: March 18, 1985 at 17 N.J.R. 646(a).

Adopted: April 27, 1985 by the New Jersey Department of Defense, Major General Francis R. Gerard, The Adjutant General.

Filed: April 29, 1985 as R.1985 d.242, without change.

Authority: N.J.S.A. 38A:3-6 and 38A:4-4.

Effective Date: May 20, 1985.

Expiration Date pursuant to Executive Order No. 66(1978): May 20, 1990.

Summary of Public Comments and Agency Response:

Two comments were received from Mr. Dudley Burdge, Organizer, Communications Workers of America, Local 1038, on behalf of Arthur S. Hughes and by Arthur S. Hughes on his own behalf. They requested that the rule be changed to include New Jersey State Employees, who are members of the National Guard of other states. This type of regulation is properly proposed by the New Jersey Department of Defense for New Jersey Public Employees, who are

members of the New Jersey National Guard, but cannot be extended to those who are members of the National Guard of other states. Military leave for New Jersey State Employees, who are members of other Reserve Component Organizations, is provided in N.J.A.C. 4:1-17.7.

Full text of the adoption follows.

TITLE 5A DEPARTMENT OF DEFENSE CHAPTER 1 (RESERVED)

CHAPTER 2 LEAVES OF ABSENCE FOR MILITARY DUTY FOR AND BY MEMBERS OF THE NATIONAL GUARD

SUBCHAPTER 1. GENERAL PROVISIONS

5A:2-1.1 Scope

(a) This chapter is applicable to members of the National Guard only.

5A:2-1.2 Purpose

(a) The State of New Jersey is committed to the accomplishment of the Federal mission of furnishing trained National Guard units and individuals as an integral part of the first line of defense of this Nation in accordance with Federal and State law.

(b) The purpose of this chapter is to establish policies and procedures to implement the provisions of N.J.S.A. 38A:1-1 et. seq. governing the issuance of orders and the granting of leaves of absence for military duty for employees of the private sector and public officials and employees, including those of the State of New Jersey, and of any county, school district, municipality, board, commission, or authority, who are members of the New Jersey National Guard.

(c) The President of the United States, through the respective military service secretaries, and the Governor, through The Adjutant General, New Jersey Department of Defense (NJDDOD), as defined in N.J.S.A. 38A, are the proponents for the issuance of military orders for the New Jersey National Guard (NJNG) and its members, who enlist, are mobilized, attend military schools, conferences, training exercises, or perform any other duty ordered by the President or the Governor.

(d) The New Jersey Department of Defense must, by law, adhere and conform to State and Federal law and the regulations, forms, precedence, and usages of the United States Department of Defense, the Departments of the Army or the Air Force, and the National Guard Bureau concerning training requirements and other military duty.

5A:2-1.3 Public and private employers

(a) Every public and private employer is obligated to release a member of the New Jersey National Guard who has been ordered to military duty, through either the New Jersey Department of Defense or the service secretaries of the United States Department of Defense. Military duty may be voluntary or involuntary and includes Initial Active Duty Training, Active Duty in State service, Active Duty in Federal service, Inactive Duty Training, and all forms of Active Duty for Training. Employers must grant excused absences from work for military duty without regard to shift or weekend work policies. The rescheduling of work to make up work lost is at the discretion of the employer. Failure to release an employee who has been so ordered may subject the employer to criminal prosecution or other penalties.

SUBCHAPTER 2. NEW JERSEY PUBLIC OFFICIALS AND EMPLOYEES

5A:2-2.1 General policy

(a) The New Jersey Department of Defense recognizes that the calling of members of the National Guard to military service should not arbitrarily interfere with the operation of other New Jersey State, county or municipal agencies, be detrimental to the public interest, or permit salary payment to New Jersey public officials or employees for leaves of absence for military duty which are not authorized by State or Federal law.

(b) It is therefore the policy of the New Jersey Department of Defense that New Jersey public officials and employees, who are members of the New Jersey National Guard, must obtain the written endorsement of their agency's appointing authority, as defined in N.J.A.C. 4:1-2.1, for a leave of absence for military duty prior to the issuance of military orders by the New Jersey Department of Defense. The requirement to obtain a written endorsement does not apply to Initial Active Duty for Training (IADT), Inactive Duty Training (IDT), Federal Mobilization, Active Duty (AD), or other duty ordered by the Governor.

Procedures for requesting orders

(a) Public officials and employees will initiate an appropriate request for orders through military channels. The request for orders will specify the type of military duty to be performed, the necessity for such duty, the name or title of the employing agency, whether or not there will be a conflict with work requirements as a result of the performance of the proposed military duty requested, and whether military leave will or will not be requested of the public employer.

(b) Unit commanders must obtain from the New Jersey public official or employees appointing authority, a completed Notice of Leave of Absence For Military Duty, NJDOD Form 33, (see Appendix A) prior to the issuance of orders and the commencement of military duty to be performed by the New Jersey public official or employee. NJDOD Form 33 is not required for duty exempted in N.J.A.C. 5A:2-2.1(b).

(c) If the public official or employee's appointing authority declines to endorse a leave of absence for military duty, the employer must provide supporting reasons and return the NJDOD Form 33 to the unit commander not later than the date specified on the form. Failure of the appointing authority to return the NJDOD Form 33 will not prevent the issuance of military orders. The unit commander will forward the completed NJDOD Form 33, or the file copy indicating the failure of the appointing authority to return the original form, through military channels for review by The Adjutant General, New Jersey Department of Defense. All requests will be reviewed on a case-by-case basis to determine the impact upon the mission readiness and capability of the unit concerned.

(d) Orders for military duty to be performed by a New Jersey public official or employee will not be issued pursuant to N.J.A.C. 5A:2-2.2(a) by any headquarters without the prior written approval of The Adjutant General contained on the NJDOD Form 33.

(e) To insure that appointing authorities have verification that the military duty to be performed by a public official or employee meets the mandatory criteria for military leave with pay, orders and NJDOD Form 33 will contain statements identifying the military duty in accordance with N.J.A.C. 5A:2-2.3(b).

(f) The Adjutant General, New Jersey Department of Defense may, in his discretion, make a final determination to approve, modify, or disapprove any duty specified in the NJDOD Form 33 and will notify the appointing authority directly by providing a completed copy of that form.

~~5A:2-2.3~~ Military leave

(a) Military Leave is authorized in accordance with N.J.S.A. 38A:4-4 and N.J.A.C. 4:1-17.7, for all public officials and employees including those of the State of New Jersey, and of any county, school district, municipality, board, commission or authority, who are members of the New Jersey National Guard.

Pursuant to N.J.S.A. 38A:4-4 and N.J.A.C. 4:1-17.7(e), the following Active Duty and Active Duty for Training in State service are mandatory and require that leaves of absence be granted to New Jersey public officials and employees without loss of pay or time, not to exceed 90 days in the aggregate in any one year, and shall be in addition to the regular vacation allowed such officials and employees.

1. Active Duty (AD), pursuant to N.J.S.A. 38A:1-1(i), is a period of full-time duty in the active State military service other than Active Duty for Training (ADT).

2. Active Duty for Training (ADT), pursuant to N.J.S.A. 38A:1-1(j), is a period of full-time duty in the active State military service for training purposes other than Active Duty (AD). It includes the following types of duty:

i. Annual Training: A period of training duty for members of the National Guard required by Title 10 USC to be performed each training year (usually between October 1 and September 30). It may be accomplished at posts, bases, camps, stations, or at such other places as may be appropriate for gaining or sustaining unit skills. Annual Training may be conducted at any period during the year as authorized by the appropriate commanders and state authorities and approved by Chief, National Guard Bureau. Annual Training may be performed during one consecutive period or on a year-round basis.

ii. Commissioned Officer Basic and Advanced Branch Training Not Available By Correspondence Course: Courses required to qualify officers for retention in the military service. Such courses provide in-depth technical training in the branch to which assigned. Such courses are required in accordance with National Guard Regulation 600-100 and Air National Guard Regulation 36-02.

iii. Duty Military Occupational Specialty (DMOS) or Duty Air Force Specialty Code (DAFSC) Qualification Courses Not Available By Correspondence Course: Courses required to qualify individuals enlisted to accomplish the technical aspects of their assigned duty, when such qualification is not available through correspondence courses or on the job training in accordance with United States Army Regulation 611-201 and United States Air Force Regulations 36-1 & 39-1.

iv. New Jersey Military Academy Faculty and Staff Support: Duty required to support the academic programs that train, qualify, and produce officers and non-commissioned officers of the New Jersey National Guard. States are required by National Guard Regulation 351-5 to provide resources to operate local schools.

v. Training or Other Specified Duty Required to Meet Federal Unit Mission Readiness Standards: Duty required by Title 32 USC in exercises, drills, or evaluation designed to test or demonstrate individual or unit readiness. Such duty is directed by the various major commands of the United States Army or the United States Air Force.

vi. Professional Development Training Not Available by Correspondence Course Required to Meet Federal or State Promotion or Retention Standards: Training required by National Guard Regulation 350-1 and Air National Guard Regulation 50-01 to maintain proficiency or required level of professional development. Such training qualifies individuals in specialty areas directly related to duty assignments, type of unit or specific individual or unit mission requirements.

vii. Duty Or Other Training Required By Higher Federal Headquarters For the Administration and Management Of The National Guard (NGR 350-1) (ANGR 50-01): Duty or other training scheduled on an irregular or non-recurring basis by higher Federal Military Headquarters for Adjutants General or their designees to facilitate the administration and management of the National Guard.

(c) Pursuant to N.J.S.A. 38A:4-4 and N.J.A.C. 4:17-17.7(b), all other duty ordered by the Governor is mandatory and requires that leaves of absence be granted to New Jersey public officials and employees without loss of pay or time and shall be in addition to regular vacation allowed such officials and employees.

(d) Military leaves of absence with pay are not authorized for New Jersey public officials and employees for periods of Initial Active Duty for Training (IADT), Inactive Duty Training (IDT), or any other military duty not specified in (b) and (c) above.

5A:2-2.4 Military orders for New Jersey public officials and employees

(a) The New Jersey Department of Defense and Army and Air National Guard Administrative Headquarters will issue military orders to authorize the following duty by New Jersey Public Officials and Employees.

1. Active Duty (AD);
2. Active Duty for Training (ADT);
3. Annual Training (AT);
4. Initial Active Duty for Training (IADT);
5. Other duty ordered by the Governor.

(b) Military orders will contain as a minimum the following information:

1. Order Number;
2. Name of Service Member;
3. Social security account number, rank, unit of assignment, location of assigned unit, home address, and other information pertaining to the individual;
4. Type Duty (ADT, AT, FTTD etc.);
5. Assigned to (training duty station);
6. Reporting time;
7. Period of training (number of days);
8. A statement identifying training to be mandatory or non-mandatory citing N.J.A.C. 5A:2-2.3(b).

(c) Subordinate headquarters of the New Jersey Department of Defense are also authorized to issue unit orders, in either order or training schedule format, which require attendance at Inactive Duty Training (IDT) for specified periods of Unit Training Assemblies (UTA).

APPENDIX A: Notice of Leave of Absence For Military Duty (New Jersey Department of Defense Form 33)

Date

SUBJECT: Notice of Leave of Absence for Military Duty

Appointing Authority (as defined in N.J.A.C. 4:1-2.1)

1. The individual listed below, an employee of your agency, is required to perform military duty for the time and purpose indicated below in connection with his assignment as a member of the New Jersey Army/Air National Guard.

Name and Rank _____

Period of Duty _____

Possible Alternate Periods of Duty _____

Location _____

Purpose _____

Authority _____

(Cite a specific portion of or para 3c of N.J.A.C. _____)

2. The New Jersey Department of Defense recognizes that the calling of members of the National Guard to military service should not arbitrarily interfere with the operation of other New Jersey State, county or municipal agencies, be detrimental to the public interest, or permit salary payment to New Jersey public officials or employees for leaves of absence for military duty which are not authorized by state or federal law. It is therefore the policy of the New Jersey Department of Defense that New Jersey public officials and employees, who are members of the New Jersey National Guard, must obtain the written indorsement of their agency's appointing authority, as defined in N.J.A.C. 4:1-2.1, for a leave of absence for military duty prior to the issuance of military orders by the New Jersey Department of Defense.

3. It is requested that you provide your indorsement and/or comments regarding this leave of absence in the space provided below and return this form directly to this headquarters in the envelope provided not later than _____. In some cases, it may be necessary to postpone this duty to another time period due to circumstances beyond our control. Should this occur, the New Jersey Department of Defense will notify you of the date change.

4. You will receive a completed copy of this form by return mail indicating the final action taken by The Adjutant General regarding the issuance of the orders for military duty. Your cooperation in this matter is appreciated.

Signature

Title

Unit

Date

Indorsement and/or comment

Signature

Typed Name

AGREEMENT TO MODIFY BARGAINING CONTRACTS

WHEREAS, the County/Sheriff and FOP Lodge 97 are desirous of entering into an agreement for purposes of altering the current provisions of the collective negotiations agreements concerning the subject of pay for assuming higher positions, and

WHEREAS, the parties have entered into negotiations toward the modification of the collective negotiations agreements for superior officers, sergeants, and rank officers for the purposes of accomplishing same, and

WHEREAS, the parties have agreed to modify the agreements for the period of *Oct. 12*, 1989 through December 31, 1989,

NOW THEREFORE, the parties, on this *12th* day of *Oct.* 1989, hereby enter into the following contractual modification:

1. Article IV (Wages) Section E (Pay for Assuming Higher Position), is hereby modified by deleting the following language:

Beginning on the sixth (6th) consecutive day and/or the fortieth (40th) occurrence of any calendar year,

The language of the section shall henceforth be as follows:

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.

2. It is the intent of the parties that this modification shall continue in effect as the status quo beyond the date of the termination of the current agreements until such time as a successor agreement is entered into by the parties.

IN WITNESS WHEREOF, the County/Sheriff and the FOP have caused

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

OFFICE OF THE SHERIFF
P.O. BOX 376
WOODBURY, NJ 08096-7376
(609) 853-3564

JAMES N. HOGAN, SHERIFF

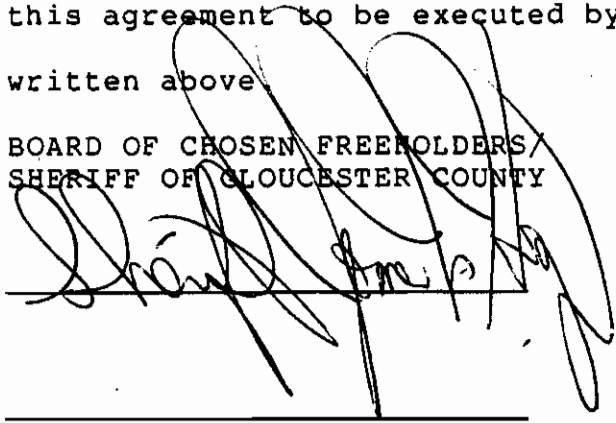
LETTER OF AGREEMENT

The FOP Lodge 97, the Gloucester County Board of Chosen Freeholders, and the Sheriff of Gloucester County, hereby agree to the following additions and changes to the contract between them:

1. A four (4) day work week will be instituted for the mounted unit in the Office of the Sheriff, subject to the conditions set forth below.
2. The four (4) day schedule will be on a temporary basis, which will be for the patrolling of the county park system.
3. The four (4) day schedule will consist of four (4) ten (10) hour days. The days will be Monday, Tuesday, Thursday, and Friday, from 0700 AM to 0500 PM, with lunch hours as usual. It is understood, however, that the starting and ending times may be adjusted, if necessary to accommodate specific needs for the office of the Sheriff, provided the total working hours remain the same.
4. With the extended working day from eight (8) hours to ten (10) hours, this will not constitute an overtime basis. Overtime pay will be paid if said employee works over and beyond the normal work week of 40 hours.

this agreement to be executed by their representatives on the date
written above

BOARD OF CHOSEN FREEHOLDERS/
SHERIFF OF GLOUCESTER COUNTY



FOP LODGE #97

William S. Crank

Raymond E. Woodring Jr.
J