

EMPLOYMENT AGREEMENT

Between

CUMBERLAND COUNTY BOARD OF CHOSEN FREEHOLDERS

And

N.J.S.P.B.A., LOCAL 299, SUPERIOR OFFICER'S ASSOCIATION

JANUARY 1, 2006 THROUGH DECEMBER 31, 2010

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	PREAMBLE	1
2	RECOGNITION	1
3	MANAGEMENT RIGHTS	1
4	GENERAL PROVISIONS	2
5	DUES CHECKOFF	3
6	SENIORITY OF EMPLOYEES	4
7	NON DISCRIMINATION	5
8	NO STRIKE PLEDGE	5
9	GRIEVANCE PROCEDURE	6
10	PERSONNEL REGULATION	8
11	SAFETY HEALTH AND ADMINISTRATION	9
12	HOLIDAYS	9
13	VACATIONS	11
14	SICK LEAVE	12
15	WORKER'S COMPENSATION	13
16	OTHER LEAVES OF ABSENCE	14
	A. Personal Leave	14
	B. Military Service	15
	C. Funeral Leave	15
	D. General Leave	16
17	WORK SCHEDULES	16

18	OVERTIME PAY	17
	A. Overtime Defined	17
	B. Meetings and Conferences	17
	C. Special Duty (Volunteer Basis with Waiver by Employees)	18
	D. Extraditions	18
19	CALL IN TIME	19
20	CREDITS FOR EMPLOYEES	20
	A. Medical Examination	20
	B. Travel Allowance	20
	C. College Credits	20
	D. Uniforms	20
21	LIFE, HEALTH, AND GENERAL LIABILITY INSURANCE	21
	A. Hospital, Medical & Surgical and Prescription Drugs	21
	B. Life Insurance	23
	C. Employee Liability	23
22	LONGEVITY	24
23	SICK LEAVE ON RETIREMENT	24
24	BULLET RESISTANT VESTS	25
25	RATES OF PAY	25
26	TERMINATION	25
	SALARY SCHEDULES (Schedule A)	

ARTICLE 1

PREAMBLE

THIS AGREEMENT, made this ____ day of _____, 2006 by and between the Board of Chosen Freeholders of the County of Cumberland (hereinafter referred to as "Employer"), and N.J.S.P.B.A. Local 299, Superior Officers Association representing the Sergeants, Lieutenants and Captains, affiliated with Cumberland County Sheriff's Department.

ARTICLE 2

RECOGNITION

Employer hereby recognizes the Superior Officers Association of PBA Local 299, as the exclusive representative and bargaining agent for only the following full-time, permanent employees: its Captains, Lieutenants and Sergeants, for the purpose of acting as bargaining agent for establishment of salaries, wages, hours, and other conditions of employment. This recognition, however, shall not be interpreted as having the effect of abrogating the rights of Employees as established under the laws of 1968, Chapter 303. This Agreement shall not apply to the Sheriff, the Undersheriffs, or any other Employees of the Sheriff's Department, including Court Attendants, other than those specified herein.

Employees must be promoted by way of New Jersey Department of Personnel Rules and Regulations.

ARTICLE 3

MANAGEMENT RIGHTS

The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this Agreement

between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

No Employee, however, shall be disciplined or discharged without just cause. Any such disciplinary or discharge proceedings or any complaint shall be presented within a reasonable time following the alleged violation, with the exact charges specified in writing. Any departmental hearing scheduled shall be held as soon as possible thereafter. Any Employee shall have the right to counsel as any such hearing.

ARTICLE 4

GENERAL PROVISIONS

A. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent Jurisdiction, such decisions of the Court shall apply only to the specific portion of the Agreement affected by such decision.

B. It is agreed by the parties that they will consult with each other from time to time at the reasonable request of either, to discuss matters of general interest and concern, matters which do not constitute agreements as herein above defined. Such meetings shall be initiated by written request of either party, which shall reflect the precise intent of the meeting, and shall provide at least seven (7) days advance notice.

C. The jurisdiction and authority of the Employer over matters not covered by this Agreement are expressly reserved by the Employer.

D. Any provision of this Agreement found to be in violation of any future local or national legislation, shall be subject to renegotiation by the parties to the end of insuring that

such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

E. Whenever an Employee is a defendant in a disorderly or criminal charge arising out of or incidental to the performance of his duties other than an action instituted as a result of a complaint by or on behalf of the County or for a crime committed against the County, the County shall pay for the cost of an attorney for the defense of such action at the Municipal Court or Superior Court level or in an appeal from Municipal Court to the Superior Court provided, however, that such Employee shall be found not guilty of the charge or charges. The Attorney selected by the Employee charged shall first be approved by the County which shall establish such administrative procedures as may be necessary for payment notice, reporting and other implementation of this section.

ARTICLE 5

DUES CHECK-OFF

A. Employer agrees to deduct monthly membership dues in the Cumberland County Superior Officer's Association, from the pay of those Employees who individually request in writing that such deductions be made. For employees who have not signed and submitted to the County a written authorization allowing the deduction of regular union dues, the County shall deduct from the wages of such employees eighty-five percent (85%) of the dues as allowed under New Jersey law. The amounts to be deducted shall be certified to the Employer by the Treasurer of the S.O.A., and the aggregate deductions of all Employees shall be remitted after each pay period in which deductions were made to the Treasurer of the S.O.A., together with a list of the names of all Employees for whom deductions were made. It is understood that such

authorization shall remain in effect for the term of this Agreement, providing it does not contravene any law.

B. Any written designation to terminate the dues deduction of S.O.A., and the filing of such notice shall be effective to halt full deduction as of the first pay period next succeeding the date on which the notice of withdrawal is filed. Thereafter, deductions shall be made in the amount of eighty-five percent (85%) as per paragraph A.

C. The County agrees that upon request it will deduct dues for individuals and pay such dues to S.O.A. as per N.J.S.A. 52:14-15.9e.

D. This article shall become effective as of the first pay period in January 1985, after receipt from SOA of their request of those employees who request in writing that deductions be made and after certification by SOA to county of a valid demand and return system as required by N.J.S.A. 34:13A-5.6.

ARTICLE 6

SENIORITY OF EMPLOYEES

A. Seniority is defined as an Employee's total length of service with Employer, beginning with his original date of hire.

B. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

C. If a question arises concerning two or more Employees who were hired on the same date, preference shall be given in accordance with the Department of Personnel Rules and Regulations.

D. Employer shall maintain an accurate, up to date seniority roster, showing each Employee's date of hire, classification, and pay rate, and shall furnish copies of same to the S.O.A. upon request. In any determination of work assignment for shift change or job posting, seniority shall prevail providing all qualifications are equal.

ARTICLE 7

NON DISCRIMINATION

The Employer and Union agree to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the workplace, including, but not limited to, the prohibition against discrimination on the basis of race, creed, color, national origin, ancestry, age, sex, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality. Employer further agrees that it will not interfere with, nor discriminate against, any Employee because of membership in, or legitimate activity on behalf of, the S.O.A., nor will the Employer encourage membership in any other Association or union, or do anything to interfere with the exclusive representation of the S.O.A. in the appropriate bargaining unit.

ARTICLE 8

NO STRIKE PLEDGE

The S.O.A. assures and pledges to Employer that its goal and purposes are such as to condone no strikes, work stoppages, slowdowns, or organized sick-outs or any other such method or violate the constitution and laws of the State of New Jersey, and the S.O.A. will not initiate such activities nor advocate or encourage members covered by this Agreement to initiate same.

ARTICLE 9

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.

B. Nothing herein will be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate members of the Department.

C. The term "grievance" as used herein, means any controversy arising over (1) the interpretation, application, or alleged violation of the terms and conditions of this Agreement, or (2) any controversy arising out of policies, discipline or administrative decisions affecting the terms and conditions of employment including the discipline of any employee without good and just cause. A grievance may be raised by an individual, the association on behalf of the individual, or a group of individuals.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step waived by mutual written consent.

STEP 1

The grievance shall be submitted in writing to the Undersheriff by the grievant within seven (7) business days of the occurrence of the event triggering the grievance. The Undersheriff shall submit a written answer to the local representative of the grievant within seven (7) business days of the submission date.

STEP 2

If the grievance is not satisfactorily adjusted at Step 1, the grievant, the Association, or the Association's attorney may appeal to the Sheriff within seven (7) business days after the receipt of the written answer in Step 1. The Sheriff will review the grievance and answer and submit his position in writing within seven (7) business days of submission to Step 2.

STEP 3

If the grievance is not satisfactorily adjusted at Step 2, the grievant, the Association, or the Association's attorney may appeal to the County Personnel Grievance Committee within seven (7) business days after receipt of the written answer in Step 2. The County Personnel Grievance Committee shall submit a written decision of the grievance within ten (10) business days after the Step 3 hearing. The County Personnel Grievance Committee shall serve its decision upon the grievant, the Association and the Association's attorney.

STEP 4

If the grievance is not satisfactorily adjusted at Step 3, the grievant, the Association or the Association's attorney may, within fifteen (15) days after receiving the decision of the County Personnel Grievance Committee, request arbitration, the cost of which shall be borne equally by the parties. The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Association through the Public Employment Relations Commission ("PERC"), within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, PERC shall be requested by either or both parties to provide a panel of five (5) arbitrators. The arbitrator shall then be selected pursuant to PERC procedures. The arbitrator shall restrict his inquiry to the standards established by this Agreement. The findings of the arbitrator shall be

final and binding on both parties. The arbitrator shall be requested to issue his/her decision as soon as possible after the conclusion of the testimony and argument.

ARTICLE 10

PERSONNEL REGULATIONS

A. Duty rosters shall be prepared and posed specifically setting forth the duties of each person and/or title.

B. Rules and regulations for personnel conduct shall be promulgated within three (3) months of the execution of this Agreement, and shall be distributed in writing to each Employee. Such rules and regulations shall be reviewed by Employer at least once each year.

C. All personnel shall receive, at least once each calendar year, an evaluation of their performances, consisting of learning abilities and initiative, dependability, ability and willingness to follow directions and the rules of the Department. Such report will be done by the Sheriff or Undersheriff and shall become part of the individual's file, and a copy will also be given to him.

D. No individual shall be employed by Employer as a Sheriff's Officer or Superior Officer who shall have been convicted of any violation of any criminal statute in this or in any other jurisdiction.

E. Minimum physical standards for personnel shall be established as soon as reasonable possible after the execution of this Agreement, and shall be enforced by Employer.

F. Any personnel who are assigned out of title, as designated by the Employer, and who shall serve out of title for a period in excess of seven (7) consecutive work days, shall be compensated at the rate of pay established for the title to which he or she has been assigned.

ARTICLE 11

SAFETY, HEALTH AND ADMINISTRATION

A. Employer shall at all times maintain safe and healthful working conditions, and will provide Employees with any wearing apparel, tools or devices reasonably necessary in order to ensure their safety, health and security.

B. Employer and the S.O.A. shall each designate a safety committee member, whose responsibility shall be to investigate and correct any unsafe and unhealthful condition. They shall meet periodically as necessary to view conditions in general and to make recommendations to either or both parties when appropriate.

C. Employer may establish reasonable and necessary rules of work and conduct for Employees, which shall be equitably applied and enforced.

D. Employer shall provide a locker room for Employees, if space is available, together with designated bulletin board areas, which shall serve as the location for all official notes from Employer to Employees, and for the posting of S.O.A. announcements and other information.

ARTICLE 12

HOLIDAYS

A. The following holidays are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day

Memorial Day

Christmas

Fourth of July

B. Holidays which fall within an Employee's vacation period shall be celebrated as soon as possible following the vacation.

C. It is understood that there shall be only one (1) day of celebration in the event that holidays are celebrated on a day other than the actual date of the said holiday, and no additional day shall be received because of the adjustment of the day of celebration.

D. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday.

E. When Employer declares by formal action, a holiday for all County Employees, those who are required to work on such a holiday shall be paid at regular hourly rates.

F. Employees who work the holiday shall be paid their regular pay and shall receive a day off within thirty (30) days of the holiday worked. In the event the Employee is given a day in lieu of a holiday within the aforesaid thirty (30) day period, the day shall be at the Employee's option provided the manpower needs of the department are satisfied and further provided that the Employee give his supervisor ten (10) working days advance notice. If the County prevents the Employee from taking the day off, the Employee shall receive normal holiday pay instead. Employees shall also have the option to accumulate holidays provided that they are taken as compensatory time. Such compensatory time in lieu of holidays shall be granted prior to December 31 of each year. The Employee shall notify the County in writing as to which holidays he wishes to accumulate on or before January 15 of each year.

In order to receive holiday pay and a day off within thirty (30) days of the holiday worked, the Employee must have worked the scheduled work day before and after the holiday

unless excused by illness supported by a doctor's excuse or other justifiable cause. Once the employee has satisfied this requirement, there shall be no additional requirement that the employee shall work the day before or the day after the designated day off granted during the thirty (30) day period. This provision shall not be interpreted to mean that the County shall not have the authority to request proof of sickness by doctor's slip or doctor's certification with regard to any days not worked due to sickness at any time.

ARTICLE 13

VACATIONS

- A. Full-time Employees shall be entitled to vacation with pay as follows:
1. For Employees with less than one (1) year of service, one (1) working day for each month of service.
 2. For Employees with one to five (1-5) years of completed service, twelve (12) days.
 3. For Employees with six to twelve (6-12) years of completed service, fifteen (15) days.
 4. For Employees with thirteen to twenty (13-20) years of completed, twenty (20) days.
 5. For Employees with more than twenty (20) years of completed service, twenty-five (25) days.
- B. Where in any calendar year the vacation or any part thereof is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Not more than four (4) days may be carried

over without specific approval by the Sheriff or his designee, and the County Administrator or his designee.

ARTICLE 14

SICK LEAVE

A. Employees shall be entitled to the following sick leave of absence with pay:

1. One and one-quarter (1 ¼) working day sick leave with pay for each month of service from and after the date of first appointment and fifteen (15) days thereafter. If any Employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate to his credit from year to year, and shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean absence of duty of any Employee because of personal illness by reason of which such Employee is unable to perform the usual duties of his position or a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such Employee.

2. If any Employee is absent for four (4) consecutive working days, or for more than ten (10) days in any one calendar year, for any of the reasons set forth hereinabove, Employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the Employee will be absent shall be stated on the Doctor's certificate. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

3. At the discretion of the Employer, any Employee seeking sick leave, or returning from sick leave, may be required to submit acceptable medical evidence or undergo a physical examination.

4. Any Employee who does not expect to report for work because of personal illness, or for any reasons hereinabove defined as sick leave, shall notify his immediate superior, by telephone or personal message, at least two (2) hours before the scheduled beginning of his tour of duty.

When an Employee is ordered to remain on the job to compensate for the absence of another Employee he shall receive no less than two (2) hours notice from his immediate superior prior to completion of his regularly scheduled tour of duty.

5. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the Certification of the local Department of Health.

B. Sick Leave Buy Back: Any permanent employee who has used less than five (5) days sick leave in a calendar year may, as an option, sell back his/her accrued sick time at a rate of two (2) days sick time for one (1) days pay, up to a limit of ten (10) sick days per year. Application must be made on or before January 10th of the New Year. Said amount shall be paid before January 31st of the new year based on the employee's hourly rate for the prior year. To qualify, an employee must retain a minimum of ten (10) sick days in their sick leave bank.

ARTICLE 15

WORKER'S COMPENSATION

1. When an employee is incapacitated because of an occupational injury or disease (as determined by a physician designated by the employer's worker's compensation administrator), the employee shall be paid their full base salary for the initial thirty (30) days of job related disability.

2. If the employee remains incapacitated after the initial thirty (30) day period of disability expires due to occupational injury or disease, the employee shall receive worker's compensation benefits in accordance with the laws of New Jersey.

3. Time off for worker's compensation eligible occupational injury or disease shall not be charged against the employee's accumulated sick leave.

ARTICLE 16

OTHER LEAVES OF ABSENCE

Leave of absence for Employees shall be granted as provided in the Department of Personnel Statutes and Rules and Regulations thereunder. Vacation leave will not be advanced.

A. Personal Leave

1. All employees covered by the within agreement shall be granted an annual allowance of three (3) days personal leave with pay.

2. Personal leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation shall be canceled. Unlike other leaves, when an employee separates, there shall be no reduction or repayments of funds for the day already used in the calendar year of separation.

The Employee must notify his supervisor at least twenty-four (24) hours in advance except in extreme emergency, whereby the supervisors may waive this requirement.

3. Priority in granting such request for personal leave:

- a. Emergencies;
- b. Observation of religious or other days of celebration;
- c. Employee personal business.

4. Personal leave may be taken in conjunction with other types of paid leave.

B. Military Service.

1. An Employee who is a member of the National Guard or Reserves of the Military or Naval forces of the United States who is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the Employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such leave of absence shall not exceed two (2) weeks.

2. Employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with an organization authorized to serve therein with the Armed Forces of this State at the time of war or emergency pursuant to or in connection with the operation of any system of Selected Service. Employees having only temporary status who went on active duty with the Armed Forces of the United States shall be regarded as having resigned.

C. Funeral Leave

All Employees shall be granted a leave of absence not exceeding three (3) working days per occurrence because of death of a member of their immediate family. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, grandson, granddaughter, stepmother, stepfather, stepson, stepdaughter, brother, sister, mother-in-law, father-in-law, and members of the family living in the same household with the employee. Where the funeral service takes place out of State, the leave of absence shall not exceed four (4) working days. Where the body of the deceased is transported into the State of New Jersey, the three (3) days shall be computed from the time the body of the deceased arrives in New Jersey.

Employees shall be granted a one (1) day leave of absence, on the day of the funeral, to attend the funeral of a stepsister, stepbrother, step-grandson, step-granddaughter, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

D. General Leave

Any Employee shall be given time off without loss of pay when:

1. Performing jury duty.
2. Commanded to appear as a witness and not a party before a Court, Legislative Committee, or Judicial or Quasi Judicial Body, other than in connection with the performance of his duty as Employee.
3. Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.
4. Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other rights, privileges or benefits of Employees.

ARTICLE 17

WORK SCHEDULES

The regular scheduled work week for Employees in all divisions, including but not limited to Field Operations, Canine, Special Services, IAD , and Training shall consist of five (5) consecutive days (Monday through Friday), followed by two (2) consecutive days off (Saturday and Sunday) for eight (8) hours per day, that fall within a daily time period of 7:00 a.m. and 5:30 p.m.

ARTICLE 18

OVERTIME PAY

A. Overtime Defined

1. Except as hereinafter provided, overtime shall refer to any working hours beyond the regular hours of duty as described in Article "Eighteen". Employees, except Department heads, assigned to work in the aforementioned divisions shall receive one and one-half (1 ½) times the regular hourly rate for all consecutive hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater.

2. When an Employee has been granted a day off and is subsequently summoned for duty on that day, one and one-half (1 ½) time the regular rate shall be paid.

3. Should a sick day without a written Doctor's Certificate be claimed within three (3) days following an extended or double shift, only straight time rates will be paid for said extended or double shift if a habitual "call off pattern" has been established or after the employee has used six (6) sick days in that calendar year.

4. If an Employee is recorded as "absent" during work week, said time shall not be considered hours worked for overtime computation.

5. When two Employees for their own personal convenience mutually agree to interchange shifts and such arrangement is approved by the Sheriff, straight time rates shall apply during this substitute period. Hours worked in excess of substitute period shall qualify for overtime compensation.

B. Meetings and Conferences

When ordered by management to attend a job related meeting or conference after regular hours of duty, overtime rates shall apply. However, should it be determined that the conference

or meeting was occasioned by employee negligence in the performance of his duty, no compensation shall be paid to the negligent party.

C. Special Duty

Straight time or overtime rates as applicable shall be paid for the following duties:

Community social events, parades, and sporting events. The seniority list used as a basis for dispensing overtime will not be affected. When ordered to work a detail during nonregularly scheduled hours, said hours shall qualify for overtime compensation.

D. Extraditions

All time incurred, Monday through Friday while performing extraditions, which usually require extended travel and overnight stay, will be compensated at straight time rates up to a maximum of eight (8) hours per day or forty (40) hours per week providing such time does not include other regular duty hours; Regular duty hours will be allowed as hours worked for overtime eligibility. For any extradition time incurred by an Employee on Saturday or Sunday, said employee shall be paid the appropriate rate not to exceed eight (8) hours per day.

E. Overtime shall be paid currently, in the pay period following the performance of overtime work.

F. No Employee shall have his regular work schedule or regular day off schedule changed for the purpose of avoiding payment of overtime at any time. No work shift shall be changed without first having discussed such changes and the needs for same with S.O.A. and the Employee affected.

G. Where substitution for a sergeant is necessary, other sergeants shall be contacted first within the same division.

H. Whenever any Employee is assigned out of the County on a matter that requires services for more than one day, he shall be allowed expenses for transportation, food and lodging costs actually incurred.

I. Overtime by Division will be distributed, whenever possible according to seniority with an availability list to be maintained and posted. Acceptance or rejection of overtime will cause the top name on such a list to be placed at the bottom. No Employee shall, without reasonable justification, reject an overtime request.

J. Employer shall not reduce the work crew for the purpose of avoiding payment of overtime. This provision shall not infringe upon Employer's right to eliminate positions for economy reasons, subject to the rules of the Department of Personnel.

K. Overtime shall include time for any Court appearance by any employee during other than his regular working hours in excess of eight (8) hours per day or forty (40) hours per week.

ARTICLE 19

CALL IN TIME

A. Any Employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid a minimum of four (4) hours at the overtime rate which is appropriate as set forth in Article Eighteen of this Agreement. The said payment for four (4) hours at the overtime rate shall be made regardless of the number of hours actually worked.

B. Any off-duty Employee who is contacted between the hours of 7:00 p.m. and 11:59 p.m. and is asked to make a work decision, shall be compensated at a minimum of 0.5 hours at the overtime rate which is appropriate as set forth in Article Eighteen of this Agreement. Any off-duty Employee who is contacted between the hours of 12:00 a.m. and 6:00 a.m. and is

asked to make a work decision, shall be compensated at a minimum of 1.0 hour at the overtime rate which is appropriate as set forth in Article Eighteen of this Agreement. The above minimum payments shall be made regardless of the number of hours actually worked.

ARTICLE 20

CREDITS FOR EMPLOYEES

A. Medical Examination

A thorough Medical Examination will be given to all personnel at the Employer's facilities upon hiring.

B. Travel Allowance

If any Employee shall be required to use a personal vehicle in connection with the performance of his duties, he shall be allowed a mileage credit in the amount of forty (.40) cents for each mile of travel, subject to the Rules and Regulations of the County Administrator. The maximum mileage allowance rate may be increased by the County.

C. College Credits

If any Employee shall be enrolled in a duly accredited institution and pursuing the granting of college credits in any course related to law enforcement, he shall be allowed a credit of one (1%) percent on account of each twelve (12) credit hours obtained during the course of employment up to a maximum of nine (9%) percent. Employees shall make application to the Sheriff or his designee for the granting of such credit, which shall be verified by the Sheriff.

D. Uniforms

Uniforms shall be supplied at Employer's expense, and in sufficient quantities, but no less than three (3) of each item, to allow for changes and cleaning. Employees shall receive the sum of Seven Hundred (\$700) Dollars in 2006 and 2007, and Seven Hundred Fifty

(\$750) Dollars in 2008, 2009 and 2010 for the maintenance of all clothing, including shoes, worn on duty. If such Employee works for less than one (1) full year, then such amounts shall be prorated for the period assigned. Said allowances shall be paid on or about December 15 of each year.

ARTICLE 21

LIFE, HEALTH AND GENERAL LIABILITY INSURANCE

A. All bargaining unit employees shall have the option of choosing between the following medical benefits plans offered by the County: 1) Horizon Blue Cross/Blue Shield of New Jersey PPO (“Horizon”), and 2) Aetna US Healthcare-HMO (“Aetna”). Effective the first pay period following the first open enrolment period subsequent to the ratification of this Agreement, any employee enrolled in the Horizon Plan shall contribute to the costs of his or her insurance premium as follows:

Employees who earn, or are scheduled to earn, an annual salary of up to \$35,000.00 (or the hourly equivalent thereto) shall contribute 10% of all premium costs exceeding those of the Aetna Plan. Employees who earn, or are scheduled to earn, an annual salary of \$35,001.00 to \$48,000.00 (or the hourly equivalent thereto) shall contribute 15% of all premium costs exceeding those of the Aetna Plan. Employees who earn, or are scheduled to earn, an annual salary of \$48,001.00 or more (or the hourly equivalent thereto) shall contribute 20% of all premium costs exceeding those of the Aetna Plan. If an employee is scheduled to receive a salary increase that would result in a change in his or her contribution percentage, the greater contribution percentage shall become effective the pay period in which the salary increase takes place. Contributions shall be deducted from the Employee’s pay by the Employer.

Regardless of which plan the Employee chooses, the prescription plan co-pay shall be \$7.00 for generic prescriptions and \$20.00 for name brand prescription (1 x mail order). The prescription plan co-pay for single source name brand drugs with no generic equivalent shall be \$20.00.

The Employer shall have the right to change health plan providers, change health insurance plans, or implement a self-insured health benefit plan, provided that the benefits and coverage of any new plan(s) are, in the aggregate, substantially equal to the Horizon Blue Cross/Blue Shield of New Jersey PPO Plan and/or Aetna US Healthcare-HMO Plan (whichever plan is being replaced) now in effect as modified above. Any unresolved disputes regarding whether the benefits and coverage of a proposed new plan are, in the aggregate, substantially equal to the plan now in effect as modified above, may be submitted to expedited arbitration.

Subject to the following conditions, the County shall provide health and prescription drug benefit coverage for employees, and their dependents, retiring from County employment subject to 20% premium co-pay. To be eligible the retiring employee must:

1. Retire from active employment with Cumberland County under the New Jersey Police & Fireman's Retirement System and/or the New Jersey Public Employee's Retirement System; and
2. Be enrolled in the County Medical Plan or HMO; and
3. Be at least 55 years of age; and
4. Have at least 25 years of employment service with Cumberland County if non-veteran, or at least 20 years of employment service with Cumberland County if veteran.
5. The following retired employees shall be excluded from eligibility even though they would otherwise qualify:

- a. Employees who, although they meet the age eligibility requirement of the Federal Medicare Program, are not covered by the Federal program.
- b. Employees who are eligible under like or similar coverage under another group program covering the employee or his/her spouse.

Eligible employees shall have 30 days after the date of retirement from County employment to elect coverage. All coverage under this plan shall terminate upon the death of the retired employee.

B. Life Insurance

Employer shall provide full-time employees with life insurance coverage. The County Employee Group Life Insurance Police death benefit shall be in the amount of \$2,500.00. Effective September 1, 1996, the death benefit shall increase to \$7,500.00.

When an authorized Leave of Absence without pay due to illness or other emergency leave is granted, life insurance shall be continued for the first thirty (30) days of said leave.

C. Employee Liability

Employer shall hold Employee harmless from any loss, claim or liability to any third person or persons for bodily injury or property damage arising out of an act of negligence or negligent failure to act by any Employee within the scope of and in the course of his employment to the extent insurable under the provisions of Comprehensive General Liability Insurance policy approved by the State of New Jersey and available for purchase. Said coverage shall include the undertaking of the defense of any such claim against the Employee.

ARTICLE 22

LONGEVITY

A. Employees with the requisite years of service shall be entitled to and paid longevity stipends on the anniversary date of their employment with the County. Longevity stipends shall be calculated as follows:

5 – 9 years of service	\$250.00 each year
10 – 14 years of service	\$500.00 each year
15 – 19 years of service	\$750.00 each year
20 – 24 years of service	\$1000.00 each year
25 years of service thereafter	\$1250.00 each year

Years of service would mean the Employee's total length of time worked beginning with his original date of hire.

B. Notwithstanding the foregoing, if any longevity increases are granted to any other Employees during the term of this Agreement, the same increases shall be made available to the Employees covered by the within Agreement.

ARTICLE 23

SICK LEAVE ON RETIREMENT

Any Employee who retires and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive fifty (50%) percent of his/her accumulated sick time as severance pay, said payment not to exceed \$12,000.00. This payment shall be paid in a lump sum after the effective date of retirement, or at a time mutually agreed upon by the retired Employee and Employer.

ARTICLE 24

BULLET RESISTANT VESTS

The Employer shall provide to each employee a bullet resistant and stab resistant vest, which meets or exceeds the "Monarch Plus 'P' Plus" standard.

ARTICLE 25

RATES OF PAY

The rates of pay for all employees covered by this Agreement for calendar years 2006, 2007, 2008, 2009 and 2010 shall be set forth in the compensation schedule attached as Schedule A. During the term of this Agreement, the compensation schedule will not be changed unless by mutual consent of the Employer and Union.

ARTICLE 26

TERMINATION

A. This Agreement shall be effective on and as of the first day of January 1, 2006 and shall remain in full force and in effect until the thirty-first day of December 2010. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the County of Cumberland, by and through its Board of Chosen Freeholders and the Cumberland County Superior Officer's association of PBA Local 299, have caused this Agreement to be signed by their fully authorized representatives as of this 3rd day of August, 2006.

FOR THE CUMBERLAND COUNTY
BOARD OF CHOSEN FREEHOLDERS

Douglas Raines
DIRECTOR

ATTEST:

Algen N. Reid
CLERK TO THE BOARD

[Signature]
COUNTY COUNSEL

FOR N.J.S.P.B.A., LOCAL 299
SUPERIOR OFFICER'S ASSOC.

[Signature]
PRESIDENT

[Signature]

SCHEDULE A
PBA LOCAL 299, SUPERIOR OFFICER'S ASSOCIATION
SALARIES 2006-2010

RANK	2005	1/1/2006	7/1/2006	1/1/2007	7/1/2007	1/1/2008	7/1/2008	1/1/2009	7/1/2009	1/1/2010	7/1/2010
SERGEANTS	58474	59790	61135	62510	63917	65355	66826	68329	69867	71439	73046
LIEUTENANTS	61822	63213	64635	66090	67577	69097	70652	72241	73867	75529	77228
CAPTAINS	65302	66771	68274	69810	71381	72987	74629	76308	78025	79780	81575