

EMPLOYMENT AGREEMENT

BETWEEN

CUMBERLAND COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

CUMBERLAND COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION,

LOCAL #231

JANUARY 1, 2011 THROUGH DECEMBER 31, 2015

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
---	PREAMBLE	4
ONE	RECOGNITION	5
TWO	MANAGEMENT RIGHTS	6
THREE	GENERAL PROVISIONS	8
FOUR	DUES CHECKOFF	10
FIVE	SENIORITY OF EMPLOYEES	12
SIX	NON DISCRIMINATION	13
SEVEN	NO STRIKE PLEDGE	14
EIGHT	GRIEVANCE PROCEDURE	15
NINE	PERSONNEL REGULATIONS	18
TEN	SAFETY, HEALTH AND ADMINISTRATION	19
ELEVEN	TRAINING	21
TWELVE	HOLIDAYS	22
THIRTEEN	VACATIONS	24
FOURTEEN	SICK LEAVE	25
FIFTEEN	WORKER'S COMPENSATION	27
SIXTEEN	OTHER LEAVES OF ABSENCE	28
	A. Personal Leave	28
	B. Military Service	29
	C. Funeral Leave	29
	D. General Leave	29
SEVENTEEN	WORK SCHEDULES	31

EIGHTEEN	OVERTIME PAY	33
NINETEEN	CALL IN TIME	36
TWENTY	CREDITS FOR EMPLOYEES	37
	A. Medical Examination	37
	B. Travel Allowance	37
	C. Tuition Reimbursement	37
	D. Uniforms	38
TWENTY-ONE	LIFE, HEALTH, AND GENERAL LIABILITY INSURANCE	39
	A. Health Insurance Benefits	39
	B. Life Insurance	40
	C. Employee Liability	40
TWENTY-TWO	LONGEVITY	42
TWENTY-THREE	SICK LEAVE ON RETIREMENT	43
TWENTY-FOUR	RATES OF PAY	44
TWENTY-FIVE	DURATION AND RENEWAL	45
ATTACHMENT A	SALARY STEP GUIDES	
ATTACHMENT B	MEMORANDUM OF AGREEMENT	

PREAMBLE

THIS AGREEMENT, made this 8th day of July, 2014 by and between the Board of Chosen Freeholders of the County of Cumberland (hereinafter referred to as "County" or "Employer"), and Cumberland County Policemen's Benevolent Association, Local #231, representing the Line (non-supervisory) Correction Officers of Cumberland County, (hereinafter referred to as "PBA", the "Association", the "Union" or "Employees").

WHEREAS, the wellbeing of the employees covered by this Collective Bargaining Agreement and the efficient administration of the Cumberland County Department of Corrections are benefited by providing employees with the right to negotiation with respect to the terms and conditions of their employment;

NOW, THEREFORE the employer and employees do hereby agree as follows:

ARTICLE ONE

RECOGNITION

Employer hereby recognizes the Cumberland County Policemen's Benevolent Association, Local #231 as the exclusive representative and bargaining agent for only the following: its Line Correction Officers; 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 Warden, Assistant Warden, Captain(s), Lieutenants, Sergeants, or any other employees of the Department of Corrections, other than those specified herein.

ARTICLE TWO

MANAGEMENT RIGHTS

It is the right of the Employer to determine the standards of service to be offered by its agencies; to determine the standards of selection for employment; to direct its employees; to schedule work (excepting as set forth in Article Seventeen pertaining to work schedules); to take disciplinary action; to relieve its employees from duty because of lack of work or for any other legitimate reason; to maintain the efficiency of its operation; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its missions in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work. The Employer's decisions on these matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on these matters will have on employees, including, but not limited to questions of work load or manning, are within the scope of collective bargaining. No employee, however, shall be disciplined or discharged without just cause.

Any employee engaged in an investigatory hearing, meeting or interview that may result in a disciplinary charge being lodged against that employee shall be afforded the right to Union representation by a designated Union member and to consult with an attorney to the extent required by law.

Disciplinary and discharge proceedings shall be presented within a reasonable time following the alleged violation, with the exact charges specified in writing. Departmental hearings shall be scheduled on the earliest possible date provided that at

least ten (10) business days' notice is provided to the charged employee. The employee shall have the right to have counsel and a Union representative present at such hearings. Disciplinary hearings shall not be scheduled to be heard on the charged employee's scheduled days off. Whenever possible, disciplinary hearings shall be scheduled to take place either immediately preceding, during or immediately following the charged employee's regular shift.

ARTICLE THREE

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 hereinabove defined. Such meetings shall be initiated by written requests of either party, which shall reflect the precise intent of the meeting, and shall provide at least seven (7) days advance notice. Said meeting shall occur within thirty (30) days of said request.

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 covered by this Agreement has been charged with a disorderly person's offense, a petty disorderly person's offense or a crime arising out of or incidental to the performance of the employee's duties other than an action instituted as a result of a complaint by or on behalf of the Employer or for a crime committed against the Employer, the Employer shall pay 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 and to the extent required by law, provided that such employee shall ultimately be found not guilty of the charge(s). Said attorney shall be paid at the rate of \$95.00 per hour for services rendered, but only to the extent said services are deemed reasonably necessary to the defense of the matter. Any cost in excess of \$95.00 per hour shall be borne by the employee. Said attorney shall not bill employer for actual commuting time to and from court in excess of sixty (60) minutes round trip per court appearance. Said attorney shall also not bill employer for court appearances at which said attorney requests and is granted a postponement of the case because the attorney is not prepared to proceed to trial. Employer shall have the right to establish reasonable overall limits on the amounts to be billed in Municipal Court matters. The attorney selected by the employee charged shall first be approved by the Employer which shall establish such administrative procedures as may be necessary for payment notice, reporting and other implementation of this section.

ARTICLE FOUR

DUES CHECKOFF

A. Employer agrees to deduct monthly membership dues in the Cumberland County Policemen's Benevolent, Local #231, 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 an amount not to exceed 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 P.B.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 P.B.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 P.B.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 an amount not to exceed eighty-five (85%) as per paragraph A.

C. The County agrees that upon request it will deduct dues for individuals and pay such dues to PBA Local #231 as per N.J.S.A. 52:14-15.9e.

D. This article shall become effective as of the first pay period in May 1997, after receipt from PBA of their request of those employees who request in writing that deductions be made and after certification by PBA to County of a valid demand and

return system as required by N.J.S.A. 34:13A-5.6.

ARTICLE FIVE

SENIORITY OF EMPLOYEES

A. Seniority is defined as an employee's total length of employment by the Cumberland County Department of Corrections for purposes of determining job placement, promotion, overtime assignment, special duty assignments, vacation schedules and days off. Other incidents of employment such as amount of sick leave, amount of vacation leave and longevity benefits shall be determined by the employee's total length of employment by Cumberland County.

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 the seniority status of two or more employees who were hired on the same date, preference shall be given in accordance with Civil Service Commission.

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 PBA upon request. In any determination of work assignment for shift change or job posting, seniority shall prevail providing all other qualifications are equal.

ARTICLE SIX

NON DISCRIMINATION

Employer and employees recognize and agree that there shall be no discrimination by reason of sex, creed, race, origin or political affiliation insofar as employment or application for employment is concerned, or as a condition of employment. Employer further agrees that it will not interfere with, or discriminate against any employee because of membership in, or legitimate activity on behalf of, PBA Local #231, nor will the Employer encourage employee membership in any other Association or Union, or do anything to interfere with the exclusive representation of the bargaining unit by PBA Local #231.

ARTICLE SEVEN

NO STRIKE PLEDGE

The PBA 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 PBA will not initiate such activities nor advocate or encourage members covered by this Agreement to initiate same.

ARTICLE EIGHT

GRIEVANCE PROCEDURE

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

B. Nothing herein shall 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 term and conditions of employment including the discipline of any employee without good and just cause. A grievance may be raised by an employee, 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 is waived by mutual written consent:

STEP 1

The Grievance shall be submitted in writing by the grievant to the appropriate administrative official designated by the Warden within ten (10) business days of the occurrence of the event triggering the grievance. The administrative official shall submit a written answer to the local representative of the grievant within ten (10) 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 Warden within ten (10) business days after the receipt of the written answer at Step 1. The Warden will review the grievance and answer and submit his position in writing within ten (10) 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 ten (10) business days after receipt of the written answer at Step 2. The County Personnel Grievance Committee shall submit a written decision of the grievance within ten (10) business days after hearing to Step 3. 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 both 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.

E. Failure to file a written grievance within ten (10) business days of the occurrence of the event triggering the grievance shall constitute a waiver of any right to grieve the dispute.

F. The failure of management to respond within ten (10) days at Steps 1 or 2 will result in the grievance automatically moving to the next level.

G. 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 any employee.

ARTICLE NINE

PERSONNEL REGULATIONS

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

B. Rules and regulations for employee conduct shall be distributed in writing to each employee. Such rules and regulations shall be reviewed by Employer at least once each year.

C. Each employee 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. The evaluation will be done by the employee's most immediate superior and a copy shall be provided said employee. A copy of said evaluation containing the employee's signature as verifying receipt shall become party of the individual's file.

D. No individual shall be employed by Employer as a Correction 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 employees shall be established and enforced by Employer.

F. Employee personnel files shall be maintained pursuant to State and Federal law. Prior to any adverse material being placed in a personnel file, the employee affected shall be given a copy of the material and shall have the right to respond in writing. The written response shall be attached to the adverse material in the file.

ARTICLE TEN

SAFETY, HEALTH AND ADMINISTRATION

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

B. Employer and the PBA shall each designate three (3) safety committee members, whose responsibility shall be to investigate and correct any unsafe and unhealthful condition at the jail. 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 notices from Employer to employees, and for the posting of PBA announcements and other information.

E. The PBA shall receive a copy of the New Jersey Department of Corrections periodic report of conditions at the Cumberland County Jail.

F. To promote the personal safety of employees, management shall determine and advise the PBA of the minimum number of Officers working in the jail on any shift. Said force to be maintained whenever possible.

G. Rights of Agents – The PBA President and State Delegates shall be assigned a day shift on Monday through Friday schedule.

H. Release time for President and State Delegate to attend State Meetings – The President and Delegate are granted 40 release days in total to conduct union business excluding convention days covered by statute. The President and Delegate shall submit to the Warden or his designee his schedule for the meetings and the release time on the first day of each month on a monthly basis.

I. Union Office – The County will use its best effort to secure office space in the correctional facility for the exclusive use of PBA Local 231. The PBA shall pay all costs associated with furnishing this office.

ARTICLE ELEVEN

TRAINING

Employer shall arrange for Correction Officers to receive training at a certified Correctional Academy in compliance with the requirements imposed by N.J.A.C. 10A:31-5.3 and the Police Training Commission. Such training shall be received within one (1) year of appointment.

ARTICLE TWELVE

HOLIDAYS

A. The following holidays are recognized as paid holidays:

New Years Day	Labor Day
Labor Day	Labor Day
Martin Luther King Day	Columbus Day
Columbus Day	Columbus Day
Washington's Birthday	Veteran's Day
Veteran's Day	Veteran's Day
Lincoln's Birthday	General Election Day
General Election Day	General Election Day
Good Friday	Thanksgiving Day
Thanksgiving Day	Thanksgiving Day
Memorial Day	Christmas Day
Christmas Day	Christmas Day
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 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 on a holiday shall be paid their regular pay and shall accumulate a holiday day off. Employees shall be able to accumulate holidays up to a maximum of 10 per year. Any holiday not used will be paid by the County no later than

December 15th; however, employees cannot request to be paid out during the year. If an employee uses vacation time over a holiday, then the employee must take the holiday instead of using vacation time.

ARTICLE THIRTEEN

VACATIONS

- A. Full-time employees shall be entitled to vacation with pay as follows:
1. For employees with less than one (1) year of completed 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 service, 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 five (5) days may be carried over without specific approval by the Warden or his designee, and the Personnel Department.

ARTICLE FOURTEEN

SICK LEAVE

A. Full-time or permanent part-time employees shall be entitled to the following sick leave with pay:

1. During the first year of service, one and one-quarter (1 1/4) working days sick leave with pay for each month of service from and after the date of first appointment, and fifteen (15) days per year thereafter. Sick leave may be taken in increments pursuant to the policy concerning same as set forth in the County Employee Manual. If an employee does not utilize his/her entire allowable sick leave for any calendar year, the amount of unused sick leave shall accumulate to his/her credit from year to year. The employee shall be entitled to utilize such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined by the regulations of the N.J. Department of Personnel.
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 herein, 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. If the sick leave is not approved,

the time involved during which an employee is absent shall be charged to his vacation credit, if any, or otherwise the employee will suffer the loss of pay for such time.

4. An 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.
5. When an employee is ordered to work beyond their scheduled shift to fill a vacancy caused by the absence of another employee, the employee's immediate supervisor shall, when possible, provide the employee with no less than two (2) hours' notice prior to completion of the employee's regularly scheduled tour of duty.
6. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved upon the submission of a certificate of the local Department of Health.

B. **SICK LEAVE BUYBACK.** Any permanent employee who has used less than five (5) sick days in a calendar year may, as an option, sell back his/her accrued sick time at the rate of two (2) days sick time for one (1) day's 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 have more than ten (10) available sick days and must retain a minimum of ten (10) sick days in their sick leave bank.

ARTICLE FIFTEEN

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 due to occupational injury or disease after the initial thirty (30) day period of disability expires, 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.
4. If the employee remains incapacitated after the initial thirty (30) day period, the County shall continue to remit pension contributions for the employee during said worker's compensation leave without pay.

ARTICLE SIXTEEN

OTHER LEAVES OF ABSENCE

Leaves 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 supervisor may waive this requirement.

3. The priority in granting such request for personal leave shall be as follows:

- (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

Military leave will be provided in accordance with County Policy 2.06 and applicable Federal and State law.

C. Funeral Leave

All full-time employees shall be granted a leave of absence not exceeding three (3) 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, step-mother, step-father, step-son, step-daughter, brother, sister, mother-in-law and father-in-law and members of the family living in the same household with the employee.

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.

5. When a trial, plenary hearing or administrative law hearing is occurring in conjunction with litigation or proceedings in which an employee has been named as an individual defendant by virtue of his or her employment, said employee shall be permitted to attend same without loss of pay, barring any sequestration order. Said employee shall provide his or her immediate superior with as much notice as possible and shall promptly return to duty upon completion of the proceedings.

ARTICLE SEVENTEEN

WORK SCHEDULES

A. Correction Division

This Division's work schedule shall consist of three (3) shifts covering twenty-four (24) hours per day, seven (7) days per week. The three (3) shifts shall be scheduled for eight (8) hours per day as follows: 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12 midnight and 12 midnight to 8:00 a.m. Employees in this Division shall be scheduled for five (5) consecutive working days on, followed by two (2) consecutive days off. Officers working the 4:00pm to 12 midnight shift on their last day of work for the week will not be automatically placed on the mandatory overtime list. However, nothing contained herein limits the Employer's right to require mandatory overtime.

B. Transportation Unit

This Unit's work schedule shall consist of five (5) consecutive days, Monday through Friday inclusive. Officers will be scheduled for eight (8) hours per day within a daily time period of 6:00 a.m. to 10:00 p.m.

C. Where the nature of the work involved requires continuous operation, employees so assigned will have their schedules arranged in a manner which will insure, wherever practical, on a rotating basis, that all employees so assigned will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

D. Except in emergent situations, when an employee is ordered to remain on the job at the completion of his/her regular work shift, said employee shall receive

no less than two (2) hours' notice from his immediate superior prior to completion of his/her regular work schedule.

E. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees. This paragraph shall not apply to call-ins, or overtime, and shall not be utilized to deprive any employee of cash payment for overtime.

ARTICLE EIGHTEEN

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 shall receive one and one-half (1.5) 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 (1.5) times the regular rate shall be paid.
3. Should a sick day without a written Doctor's Certificate be claimed immediately following a preceding day's extended or double shift, only straight time rates will be allowed for hours worked on said preceding day 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 without pay" during a work week, said time shall not be considered hours worked for overtime computation.
5. Employees shall only be permitted to interchange shifts if such arrangement is approved by the Warden or his designee. Straight time rates shall apply to this substitute period. Only hours worked in excess of the 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 conferences or meeting was occasioned by employee negligence in the performance of his duty, no compensation shall be paid to the negligent party.

C. Overtime shall be paid in cash, and shall be paid at time and one-half (1.5) of regular hourly rates of pay for each employee.

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

E. No employee shall have his regular work schedule or regular day off schedule changed for purpose of avoiding payment of overtime at any time. No work shifts shall be changed without first having discussed such changes and the needs for same with the Association and the employee affected.

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

G. Overtime 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.

H. 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.

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

J. Per Memorandum of Agreement, attached as Attachment B, refusal to work mandatory overtime shall be treated as a Rule and Regulation violation and not as Insubordination.

ARTICLE NINETEEN

CALL IN TIME

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 hereinabove. The said payment for four (4) hours at the overtime rate shall be made regardless of the number of hours actually worked.

ARTICLE TWENTY

CREDITS FOR EMPLOYEES

A. Medical Examination

A thorough medical examination will be given to all personnel upon hiring. Said examination shall be at the Employer's expense.

B. Travel Allowance

If any employee shall be required to use a personal vehicle in connection with the performance of his duties, he shall comply with County Policy 5.03 and shall be reimbursed at the current County rate (i.e. no less than forty (40) cents per mile).

C. Tuition Reimbursement

Effective January 1, 1998, the County shall provide employees with tuition reimbursement subject to the following requirements and limitations:

1. The employee must have at least one (1) year of full-time service and be still employed as a Correction Officer.
2. The college course must be taken at an accredited school approved by the County before tuition costs are incurred.
3. The college course must be related to the employee's law enforcement duties.
4. The employee must have completed the approved course with a grade of "C" or better. Proof of course completion and grade and a paid, dated receipt evidencing tuition payment must be submitted.
5. Employees must apply to the Warden to receive tuition

reimbursement at least sixty (60) days prior to the start of the semester. Once approved by the Warden, the application shall be forwarded to the Director of Personnel & Human Resources for approval by the Personnel Committee.

6. Because funds are limited, annual expenditures for tuition reimbursement for the entire bargaining unit shall be limited to one (1%) percent of the total payroll for employees in the bargaining unit. Tuition reimbursement funds shall be awarded on a first-come, first-served basis until such funding is exhausted.

7. Maximum tuition reimbursement per employee shall be ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS per year. Reimbursement shall not exceed EIGHTY (\$80.00) DOLLARS per credit hour for undergraduate courses and ONE HUNDRED FORTY FIVE (\$145.00) DOLLARS per credit hour for graduate courses.

8. Costs for books and supplies and other charges shall be borne by the employee.

D. Uniforms

1. Clothing maintenance allowance will be eliminated as of December 31, 2012. Practice of providing uniforms or compensation for employees to purchase their own uniforms, other than the initial issue of uniforms, shall also be eliminated as of December 31, 2013. Employee is responsible for purchasing all clothing after the initial uniform issue.

ARTICLE TWENTY-ONE

LIFE, HEALTH, AND GENERAL LIABILITY INSURANCE¹

A. Health Insurance Benefits

1. 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 Direct Access (D/A) Plan and (2) Horizon Blue Cross Blue Shield of New Jersey Point of Service (POS) Plan. Employees shall contribute toward their medical benefits in accordance with the requirement of Chapter 78, P.L. 2011 (Chapter 78).
2. Prescription plan co-pay shall be \$10.00 for generic prescriptions and \$25.00 for name brand prescriptions. The prescription plan co-pay for single-source name brand drugs with no generic equivalent shall be \$25.00. The stated co-pay shall cover up to a 30-day supply of the prescription; however, where the mail order prescription plan is utilized, the stated co-pay shall cover up a 90-day supply of the prescription. Employees shall contribute toward their prescription benefits in accordance with the requirement of Chapter 78.
3. The County shall have the right to substitute a different insurance carrier or plan to implement a self-insured health benefits plan that provides eligible employees and eligible family members with benefits that are equivalent to or better than the benefits provided under the D/A Plan or POS Plan (whichever is being replaced) now in effect as modified above.

¹ Note: All contributions made prior to the County's implementation of Chapter 78 (01/01/2012) shall have been made in accordance with then existing policy. Should contributions under Chapter 78 expire, employees will be required to make the same percentage contribution last required under Chapter 78 until successor legislation is enacted or a successor contract is negotiated.

4. In the event that the County seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the County agrees to provide the Union with thirty (30) days of notice before any such change is to take place, in order to permit the Union and the County to meet and discuss the proposed change and the effect of such change on bargaining unit employees.
5. When an employee has dependent(s) covered under the County Health Benefits Plan and such dependent(s) subsequently become ineligible to participate in the County Health Benefits Plan due to death, divorce, otherwise, the employee shall, within thirty (30) days of the event triggering the dependent's ineligibility, notify the County Department of Personnel & Human Resources of the change in coverage. If the employee fails to give said notification, the employee shall reimburse the County for expenditures made relating to the insurance coverage of said dependent(s) during the period of ineligibility. Moreover, the employee's failure to provide timely notice is grounds for discipline.
6. The County dental plan level shall be 50/50 of covered benefit limits, with an employee contribution governed by Chapter 78.
7. The County shall continue optical coverage equivalent to or better than the current plan with an employee contribution governed by Chapter 78.
8. Retiree health benefits shall be provided in accordance with County Policy 2.11 (Health Benefits Insurance), as qualified by any requirements per state and federal law as existed in 2012.

B. Life Insurance

Employer shall provide full-time employees with life insurance coverage. The

County Employee Group Life Insurance Policy death benefit shall be in the amount of \$2,500.00. Effective July 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. When an employee is injured on the job, life insurance benefits may be continued by the County at its discretion for a period not to exceed one year from the date of injury provided said injury is recognized as eligible for worker's compensation.

C. Employee Liability

Employer shall hold employees 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 an employee.

ARTICLE TWENTY-TWO

LONGEVITY

Longevity will hereby be eliminated as of June 1, 2013.

ARTICLE TWENTY-THREE

SICK LEAVE ON RETIREMENT

Any permanent employee who retires with 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 \$9,000.00. 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 TWENTY-FOUR

RATES OF PAY

Pay day will be moved to Fridays with two (2) weeks notice to the PBA. Wages will be paid in accordance with the Wage Scale attached as Attachment A.

There will be a new academy/recruit step. Employee will move to the next step upon completion of the academy, but in no instance shall a recruit remain at the academy/recruit step for more than six (6) months without advancing to the next step.

There will be no retroactive payments for 2011. Retroactive payments will be made within seventy-five (75) days of the contract approval by the PBA 231 and the Board of Chosen Freeholders.

ARTICLE TWENTY-FIVE

DURATION AND RENEWAL

This Agreement shall be effective on and as of the first day of January, 2011 and shall remain in full force and in effect until the thirty-first day of December, 2015. 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, negotiating 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 superseded by a successor Agreement or binding interest arbitration award.

IN WITNESS WHEREOF, the County of Cumberland, by and through its Board of Chosen Freeholders and the Cumberland County Policemen's Benevolent Association, Local #231, have caused this Agreement to be signed by their duly authorized representatives.

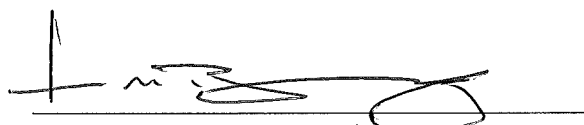
FOR THE CUMBERLAND COUNTY BOARD OF CHOSEN FREEHOLDERS:

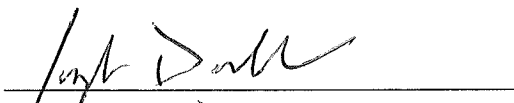
FOR THE CUMBERLAND COUNTY POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL #231:


CRAIG ATKINSON

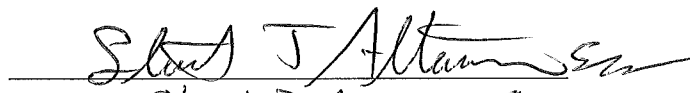

Darrin Govan


Ken Mearns


Victor M. Bermudez


Joseph D. Drell


John Berry


Stuart J. Altman Esq.

ATTACHMENT A

WAGE SCALE

Step	2010		2011		2012		2013		2014		2015							
R,1 & 2	20	\$18,288	\$565,760	15	\$28,288	\$457,608	16	\$28,288	\$0									
	B	\$18,559	\$228,472	5	\$28,559	\$142,795	16	\$28,559	\$456,844									
	4	\$29,779	\$684,917	8	\$29,779	\$298,252	5	\$29,779	\$148,895	Step 1	12	\$28,559	\$342,708	\$28,000	Academy	\$28,000	Academy	
	5	\$30,963	\$495,408	23	\$30,963	\$712,149	8	\$30,963	\$247,704	Step 2	4	\$29,130		\$29,500		\$29,500		
	6	\$32,921	\$395,052	17	\$32,921	\$359,657	23	\$32,921	\$757,183	Step 3	5	\$30,779	\$153,895	\$31,700		\$30,900		
	7	\$34,802	\$104,406	12	\$34,802	\$417,624	17	\$34,802	\$591,684	Step 4	8	\$32,000	\$256,000	\$33,000	\$165,000	4	\$33,600	
	B	\$36,745		8	\$36,745	\$110,235	12	\$36,745	\$440,940	Step 5	23	\$34,802	\$800,446	\$37,000	\$236,000	5	\$37,740	\$188,700
	B	\$37,850		8	\$37,850	\$110,235	8	\$37,850	\$118,550	Step 6	17	\$37,000	\$629,000	\$41,000	\$943,000	8	\$41,820	\$334,550
Max	63	\$55,828	\$3,517,164	61	\$55,828	\$8,405,508	61	\$60,500	\$3,620,500	Step 7	12	\$42,930	\$515,160	\$44,000	\$748,000	23	\$44,880	\$1,032,210
										Step 8	3	\$46,717	\$140,151	\$47,000	\$564,000	17	\$47,940	\$814,880
	145			145			145			Step 9		\$49,504		\$50,000		12	\$51,000	\$512,000
										Step 10		\$52,281		\$56,000			\$57,120	\$512,000
										Max	61	\$63,750	\$3,838,750	\$4,193,600	\$4,193,600	64	\$70,000	\$4,357,000
											145					145		

ATTACHMENT B

ALTERMAN & ASSOCIATES, LLC

8 South Maple Avenue
Marlton, New Jersey 08053
(856)334-5737 - Phone
(856)334-5731 - Fax

Stuart J. Alterman – NJ
Christopher A. Gray – NJ, PA
Andrea M. Hemschoot – NJ
Jessica L. Arndt – NJ, PA
Walter A. Norris - NJ, MD*
**Of Counsel*

Deborah Maddox – Administrator/Paralegal
Cristin Morris – Legal Assistant
Leslie Gray – Billing Coordinator

February 13, 2013

Warden Robert M. Balicki
Cumberland County Corrections
54 West Broad Street
Bridgeton, NJ 08302

RE: PBA 231

Dear Warden Balicki:

This letter is to follow up regarding the agreement that we reached during a meeting on January 30, 2013 at the Jail with Captain Palou, yourself, Darren Govan, Vic Bermudez and John Berry present. The items that we agreed to resolve include the following:

1. Cumberland County agrees to create a form that is to be used for ordered overtime. The form will contain areas for the supervisor who files the Complaint to document on which date the offense occurred, how they contacted the officer and what the officer's response was. A copy of that form will be provided to the officer allowing them to file a rebuttal or to seek a reasonable excuse exemption.

2. The PBA agrees to incorporate the provisions from State Corrections Policy 8417, specifically creating a 7 step guide for refusal or failure to work mandatory overtime without reasonable excuse. The first offense will be a written reprimand. The second offense will be a written reprimand to one day. Third offense will be a 3 day to 5 day. The fourth offense will be a 7 day to 10 day. The fifth offense will be a 15 day to 20 day. The sixth offense will be 30 day. The seventh offense will be removal.

Warden Robert M. Balicki
February 13, 2013

3. The County agrees to take all refusal of mandatory overtime offenses that have occurred from October of 2012 through the current day and reissue and amend those disciplines based upon the new guide.

4. The County agrees that refusal of mandatory overtime or failure to work mandatory overtime is a Rule and Regulation violation. The provisions of this agreement will be added to the County policy 3.02A and will be presented to the Cumberland County Board of Chosen Freeholders for approval with the consent and encouragement of the PBA and the Warden.

5. Understanding there is a current staffing shortage and the position of the PBA and the Warden that the staffing levels are insufficient in order to minimize the amount of mandatory overtime, we recognize the need for the institution to hire additional employees to get to their maximum staffing number. During the time period to which the jail is not at its maximum staffing level, there will be a three month reckoning period on all refusal to work mandatory overtimes. After a three month period of having no infractions regarding refusal to work mandatory overtime, the officer will be entitled to drop one step in the seven step guide. Upon the jail reaching its allotted number of employees, the reckoning period shall increase to six months.

6. The new policy under 3.02A regarding refusal or failure to work mandatory overtime will also contain provisions that require the supervisors to exercise their discretion when making determinations of whether or not to excuse individuals from working mandatory overtime. Captain Palou agreed to present to the members of the Superiors that it is their obligation and duty to exercise discretion and to not refer all matters up the chain of command to the Captain and to the Warden. The supervisors have the absolute discretion to excuse mandatory overtime for a reasonable excuse.

7. The County agrees that they will provide the union and the members with dispositions of disciplinary cases. Therefore, all members shall receive dispositions of their minor or major disciplinary infractions so therefore they are aware of where they place in the number of offenses for the purposes of progressive discipline. The County will make effort to not pile or stack charges when officers should be entitled to reasonable notice of where they are at in the step guide.

8. The County agrees to re-equalize the shifts in the jail to try to avert a continual need for mandatory overtime on the day shift.

9. The PBA agrees that it will encourage its membership to fulfill its duties to properly staff and maintain the jail. We understand that it is a safety and security concern to have proper staffing in the jail and the PBA will encourage its members to volunteer and to take mandatory overtime when it is assigned.

10. Upon receipt of this please provide me with the updated policy or if you would like I will draft the additions to the policy so we can include them in 3.02A in order to move the matter along in an expeditious manner.

Warden Robert M. Balicki
February 13, 2013

Thank you for your anticipated cooperation in this regard.

Very truly yours,
/s/ Christopher A. Gray
Christopher A. Gray, Esquire

CAG:dam

cc: Darren Govan, President PBA Local 231
Victor Bermudez, PBA Local 231

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made between the County of Cumberland (hereinafter, the "Employer") and PBA 231, representing Line Officers (hereinafter the "PBA").

The Employer and the PBA have engaged in collective bargaining negotiations regarding a new Collective Bargaining Agreement (CBA) to replace the existing CBA between the Employer and the PBA, which expired on December 31, 2010.

The Employer and the PBA have reached a tentative agreement of the terms and conditions of a new CBA and the purpose of this MOA is to confirm that agreement.

NOW, THEREFORE, the Employer and the PBA agree that the following changes shall be made in the existing agreement:

1. Pay day will be changed from Thursday to Friday on a date determined by the County.
2. **Article 18.** PBA 231 & the County will agree to resolve mandatory OT issues and place refusal to work mandatory OT as a rule and regulation violation and not as insubordination. This shall be consistent with the 2/13/13 letter to Warden Balicki from Alterman & Associates, LLC. (Attached as Exhibit A).
3. **Article 20.** Clothing Maintenance Allowance (\$675) will be eliminated as of December 31, 2012.
4. **Article 20.** Uniform Allowance for 2013 will be \$750 Uniform Allowance is eliminated in as of December 31, 2013.
5. **Article 21.** There will be no alteration to the Collective Bargaining Agreement's retiree health benefits.
6. **Article 21.** Mail-in prescription service, one (1) co-pay (\$10 generic or \$25 name brand) for 90 supply of maintenance drugs. 30 day supply at retail pharmacy.
7. **Article 21.** Co-pay for doctor visit increase to \$20 and co-pay for ER visit increases to \$50 as of 7/1/13.
8. **Article 22.** Longevity will be eliminated as of 6/30/13.

9. **Article 24.** Duration shall be from January 1, 2011 through December 31, 2015.
10. **Schedule A.** New wage guide as per grid attached as Exhibit B.
12. **Schedule A.** In 2015 Academy Step added at \$28K as per grid attached as Exhibit B. Academy Step salary automatically increase to next step upon completion of academy or after 6 months of full-time employment.
13. **Schedule A.** Max salary for 2012 shall be \$60,500. Max salary for 2013 shall be \$63,750. Max salary for 2014 shall be \$65,525. Max salary for 2015 shall be \$68,000 and shall increase to \$70,000 on 12/13/15.
14. **Schedule A.** Full retro (2012 & 2013) to be paid within 75 days of contract ratification by both parties. No retro pay for 2011.
15. All other contractual benefits and provisions remain in full force and affect.

This agreement is subject to ratification by both the full membership of PBA 231 and the Board of Chosen Freeholders of Cumberland County. This agreement will be recommended by the Executive Committee of PBA 231 and by the County's Administrative Staff.

PBA 231

Darren Acorn (Darren Govan)

EMPLOYER REPRESENTATIVES

Ken Macaugh (Ken Macaugh)
Craig E. Atkinson (Craig Atkinson)