

2782

EMPLOYMENT AGREEMENT

BETWEEN

CUMBERLAND COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

CUMBERLAND COUNTY PROSECUTOR'S OFFICE

FOP LODGE #132

JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

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PREAMBLE

THIS AGREEMENT, made this \_\_\_\_\_ day of March, 1997, by and between the Cumberland County Board of Chosen Freeholders, hereinafter referred to as the "County," or "Employer," and The Cumberland County Prosecutor's Office FOP Lodge #132 representing the Investigators, hereinafter referred to as the "FOP," "Investigators," or "Employee."

WITNESSETH:

WHEREAS, it is in the interest and purpose of the parties hereto to promote and improve the labor relations of the Cumberland County Prosecutor's Office; and

WHEREAS, the well-being of Employees and the efficient administration of the Cumberland County Prosecutor's Office are benefited by providing Employees the right to negotiate with respect to the conditions of their employment; and

WHEREAS, effective labor-management relations within the Prosecutor's Office depend upon a clear statement of the contractual rights of Employees;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE ONE

RECOGNITION

Section 1. The Employer hereby recognizes FOP Lodge #132 as the sole and exclusive representative of the non-supervisory investigators of the Cumberland County Prosecutor's Office for the purpose of collective negotiations with respect to the terms and 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 Prosecutor, Chief of Investigators, Special Agents, supervisory investigators (captains, lieutenants and sergeants) or any other employees other than those specified herein.

Section 2. During negotiations for the renewal of this Agreement, or for the execution of a new Agreement, authorized representatives of the FOP shall be excused from the normal duties for such period of negotiations provided that there shall be no disruption of normal services.

## ARTICLE TWO

### MAINTENANCE OF STANDARDS & MANAGEMENT RIGHTS

Section 1. The rights of both the County of Cumberland and the FOP shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights, shall be observed.

Section 2. Pursuant to N.J.S.A. 2A:157-10, Employees shall serve at the pleasure of the County Prosecutor and be subject to removal by him. Employees shall retain all civil rights afforded under the laws of the State of New Jersey and the United States.

Section 3. It is the right of the Employer to determine the standards of service offered by its agencies; to determine the standards of selection for employment; to direct its Employees; to schedule work; 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 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 workload or manning, are within the scope of collective bargaining.

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

### ARTICLE THREE

#### SEVERABILITY

Should any provision of this Agreement be held unlawful or unenforceable by any Court of competent jurisdiction, severing of such provision shall occur. However, severing shall only occur after action by a tribunal of highest appeal, if sought.

Any severed provision of this Agreement shall be subject to immediate re-negotiation by the parties to the end of insuring that such provisions are valid within the framework of the law. Only those provisions in dispute shall be affected. All other terms and conditions of this Agreement shall remain unaffected.

## ARTICLE FOUR

### GRIEVANCE PROCEDURE

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

Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Office.

A grievance is defined as any dispute or controversy between the Employer and an Employee(s) or the FOP arising out of: (1) the interpretation, application, or alleged violation of the terms of this Agreement; or (2) the policies, discipline, or administrative decisions affecting the terms and conditions of employment including the disciplining of any Employee without good and just cause. A grievance may be raised by an Employee, a group of Employees, or the FOP on behalf of an Employee(s).

The following procedure 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

Any grievance must be presented, in writing, to the Chief of Investigators, within ten (10) business days of the event or events upon which the claim is based, or such grievance is deemed waived. The FOP representative, the aggrieved Employee(s) and the Chief of Investigators shall meet within seven (7) business days of filing

and attempt to amicably settle the matter. If a settlement is not reached, the Chief shall submit a written answer to the FOP within seven (7) business days of the meeting.

STEP 2

If the grievance is not satisfactorily adjusted at Step 1, the FOP or the aggrieved employee(s) may appeal to the County Prosecutor within seven (7) business days after the receipt of the written answer in Step 1.

The Prosecutor shall conduct a hearing no later than seven (7) business days from the receipt of said written answer and appeal. Prior written notification of the hearing shall be given to all interested parties. Present for the hearing shall be the Chief, the FOP representative and affected employee(s). The Prosecutor shall answer and submit his position in writing within seven (7) business days and serve his decision upon the respective parties.

STEP 3

If the grievance is not satisfactorily adjusted at Step 2, the FOP or the aggrieved employee(s) 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 conduct a grievance hearing and submit a written decision within ten (10) business days after conducting the grievance hearing at Step 3.

STEP 4 ARBITRATION.

If the grievance is not satisfactorily adjusted at Step 3, the FOP or the aggrieved Employee(s) may, within fifteen (15) working

days of receipt of the grievance decision at Step 3, file for binding arbitration. The filing party shall serve written notice upon the other party.

The arbitration proceeding shall be conducted through the New Jersey Public Employment Relations Commission (PERC) and in accordance with their rules and regulations. The cost of the arbitrator shall be shared equally by the County and the FOP. The decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way, the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision.

#### ARTICLE FIVE

#### HOURS OF WORK

Section 1. The normal work week shall consist of forty (40) hours, Monday through Friday. The regular shift for Investigators assigned to the Special Investigations Unit, Pre-Trial Unit, and Grand Jury Unit, shall consist of eight (8) hours work from 8:30 AM to 4:30 PM, inclusive of a paid lunch hour. The Narcotics Task



Force personnel work hours shall be determined by the Task Force Commander or his designee. The Prosecutor reserves the right to alter the hours of the shift. Scheduling of the lunch hour will be at the discretion of the unit Commander.

Section 2. No employee shall have his/her regular work schedule or regularly scheduled day(s) off changed without a minimum of 24 hours notice. The employee shall be given the opportunity to discuss the change with the Prosecutor or his designee.

The Employer shall not split work hours to avoid overtime compensation.

## ARTICLE SIX

### OVERTIME

Section 1. Rate of Pay. Overtime shall be paid for all time worked in excess of forty (40) hours per week and eight (8) hours in one work day (24 hour period), at one and one-half (1-1/2) times the Employee's regular hourly rate. Vacation leave, holiday leave and personal leave shall count towards the "forty (40) hours worked" overtime compensation requirement. Sick leave, funeral leave and compensatory time shall not count towards the "forty (40) hours worked" overtime compensation requirement. All hours that contribute to the forty (40) hour minimum in a given week shall be compensated for at the Employee's straight time pay rate.

When an Employee is required to report to, or leave from, a location different from his/her normal work station, causing travel time in excess of normal travel time, he/she shall receive overtime

compensation commensurate with that excess time. This provision shall apply to work assignments and investigations but not to schools, seminars or training.

Employees may elect to take compensatory time in lieu of pay with approval of the Chief.

Section 2. Call In. Any Employee requested to and who returns to work during periods other than his/her regularly scheduled shift shall be paid a minimum of four (4) hours at the appropriate rate as set forth above. Compensation for time worked in excess of four (4) hours shall be on an hour-for-hour basis at the appropriate rate of pay.

ARTICLE SEVEN

COMPENSATION (SALARIES & LONGEVITY)

Section 1. Paydays will continue as they are currently constituted under the present system.

Section 2. Salary Schedule for January 1, 1995 to December 31, 1997: See attached Schedule A.

Section 3. Longevity. Longevity payments will be made as follows:

5 through 9 Years of Service	\$200 each year
10 through 14 Years of Service	\$300 each year
15 through 19 Years of Service	\$400 each year
20 through 24 Years of Service	\$500 each year
25 Years of Service and Thereafter	\$600 each year

ARTICLE EIGHT

HOLIDAY LEAVE

Section 1. Designation of Days. All Employees shall receive the following days recognized as paid holidays:

New Years Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

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.

When Employer declares, by formal action, a holiday for all County employees, those Employees who are required to work on such a holiday shall be paid in accordance with the overtime provision herein.

ARTICLE NINE

VACATION LEAVE

Section 1. Earned Leave. All Employees shall receive annual vacation leave with pay as follows:

- A. Employees with less than one (1) year of service: 1 work day for each month of service.
- B. Employees with one to five (1-5) years of completed service: twelve (12) days.
- C. Employees with six to twelve (6-12) years of completed service: fifteen (15) days.

D. Employees with thirteen to twenty (13-20) years of completed service: twenty (20) days.

E. Employees with more than twenty (20) years of completed service: twenty-five (25) days.

Vacation leave will not be advanced.

**Section 2. Scheduling Vacation Leave.** Annual vacation leave shall be granted in accordance with currently established procedure. In any calendar year that vacation leave, or any part thereof, is not granted by pressure of work, such vacation leave, or part thereof not granted, shall accumulate and shall be granted during the succeeding calendar year. Not more than five (5) days may be carried over without specific approval of the Prosecutor, or his designee, and the County Personnel Department. Maximum carry over shall be twelve (12) days in any one year.

## ARTICLE TEN

### SICK LEAVE

Each Employee shall be granted annual paid sick leave as follows:

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 each calendar year thereafter. All earned and unused sick leave shall accumulate during the tenure of employment with the County and shall be available for use with pay when needed. For the purpose herein, sick leave is defined as absence from duty of an Employee due to personal illness causing the Employee's inability to perform the usual duties of his/her

position, or a short period of emergency caused by a member of the Employee's immediate family becoming critically ill and requiring the Employee's attendance.

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

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

## ARTICLE ELEVEN

### OTHER LEAVES OF ABSENCE

Leave of absence for Employees shall be granted as provided in the Department of Personnel Statutes and Rules and Regulations hereunder.

**Section 1. Personal Leave.** Each Employee shall annually receive three (3) personal leave days with pay.

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 forms of

leave, 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/her supervisor at least twenty-four (24) hours in advance, except in extreme emergency, whereby the supervisor may waive this requirement.

Priority in granting such request for personal leave shall be:

- (1) Emergencies
- (2) Observation of religious or other days of celebration
- (3) Employee personal business

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

**Section 2. Military Leave.** Military leave shall be granted to any Employee in accordance with County Personnel Policy No. 2.06 dated 11 August 1994 (see attached copy), and shall be in compliance with New Jersey State and Federal Laws.

**Section 3. Funeral Leave.** Each Employee shall be granted a leave of absence not exceeding three (3) days per occurrence because of death of a member of the FOP member's 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, father-in-law, and members of the family living in the same household with the Employee.

**Section 4. General Leave.** An Employee shall be given time off with pay when performing jury duty or when commanded to appear

as a witness before a Legislative Committee in connection with the performance of duty as an employee.

## ARTICLE TWELVE

### 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 THIRTEEN

### REIMBURSEMENT FOR EXPENSES

Section 1. Travel Allowance. If an Employee shall be required to use a personal vehicle in connection with the performance of duty, he/she shall be reimbursed at the rate of twenty-five cents (\$.25) per mile traveled, subject to the Rules

and Regulations of the County Administrator. Such mileage shall be computed from, and returning to, the Prosecutor's Office and approved by the Chief.

**Section 2. Meals.** Meals shall be paid for by the County when approved by the Chief in connection with an assignment. Reimbursement for meals shall be made in accordance with County Personnel Policy No. 5.09 (see attached copy).

**Section 3. College Credits.** Tuition reimbursement shall be paid for by the County in accordance with County Personnel Policy No. 2.09 dated 1 July 1994 (see attached copy).

**Section 4. Indemnification.** The County shall hold an Employee harmless from any loss, claim or liability to any third person or persons, from all liability for all acts of negligence or negligent failure to act while in the performance of duty when such acts are not willful, malicious, or the result of drunkenness voluntarily induced by the Employee, to the extent insurable under the provisions of a 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.

**Section 5. Reimbursement.** Reimbursement under any of these sections as provided for in this Article will be made at the first pay following submission for payment.



ARTICLE FOURTEEN

HEALTH AND LIFE INSURANCE BENEFITS

Section 1. Health Insurance. The existing County health insurance benefit plan shall remain in effect subject to the following changes:

1. Effective March 1, 1997, the County dental plan benefit level shall be increased to 50/50 of covered benefits limits with an employee co-pay of 20% of the amount of the premium;

2. Effective March 1, 1997, the County optical plan coverage shall be increased through a PPO Network with an employee co-pay of 20% of the amount of the premium and \$10.00 per examination and \$10.00 per eyeglasses; and

3. Effective March 1, 1997, the employee co-pay shall be \$7.00 per brand name prescription and \$0.00 per generic prescription.

Section 2. 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.

## ARTICLE FIFTEEN

### RETIREMENT

Section 1. Employees shall retain all pension rights in accordance with New Jersey State Law.

Section 2. Employees retiring on either regular or disability pension shall be paid for fifty percent (50%) of all accumulated and unused sick leave, said payment not to exceed \$9,000.00. Payments shall be computed at the rate of annual compensation due and owing during the last year of his employment prior to the effective date of retirement. Employees transferring from one position to another with the County shall retain all accumulated leave time earned.

## ARTICLE SIXTEEN

### DUES CHECKOFF & AGENCY SHOP

A. Employer agrees to deduct monthly membership dues in the FOP, 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 FOP, and the aggregate deductions of all Employees shall be remitted after each pay period in which deductions were

made to the Treasurer of the FOP, 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 FOP, 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 eight-five percent (85%) as per paragraph A.

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

D. This article shall become effective as of the first pay period in March 1997, after receipt from FOP of their request of those employees who request in writing that deductions be made and after certification by FOP to County of a valid demand and return system as required by N.J.S.A. 34:13A-5.6.

#### ARTICLE SEVENTEEN

##### SENIORITY OF EMPLOYEES

A. Seniority is defined as an Employee's total length of service with Employer, beginning with his/her 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 New Jersey 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 FOP upon request. In any determination of work assignment for shift change or job posting, seniority shall prevail providing all qualifications are equal.

#### ARTICLE EIGHTEEN

#### NON DISCRIMINATION

Employer and Employees both recognize that there shall be no discrimination by reason of sex, creed, race or origin insofar as employment is concerned, or insofar as any application for employment is concerned, or as a condition of employment. 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 FOP, nor will the Employer encourage membership in any other association or union, or do anything to interfere with the exclusive representation of the FOP in the appropriate bargaining unit.

#### ARTICLE NINETEEN

#### NO STRIKE PLEDGE

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

## ARTICLE TWENTY

### SAFETY AND HEALTH ADMINISTRATION

Section 1. 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 insure safety, health and security.

Section 2. Employer and the FOP 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.

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

## ARTICLE TWENTY-ONE

### SERVICE RECORDS

Each FOP member shall be entitled to inspect his service records upon request between the hours of 8:30 AM and 4:30 PM on any workday.

ARTICLE TWENTY-TWO

TERM OF THE CONTRACT

Section 1. This contract shall cover the period nunc pro tunc from January 1, 1995 to Midnight, December 31, 1997.

Section 2. Negotiations for the renewal of this contract, or for the execution of a new contract, shall begin no later than August 1, 1997.

Section 3. This contract shall not be changed or altered in any way during the contract term without the written consent of both parties.

Section 4. The contract shall continue to bind the parties during any period beyond December 31, 1997, until such time as a new contract is signed between the parties or until an interest arbitration award is rendered.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed the day and year first aforesaid.

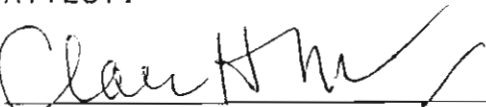
FOR THE  
CUMBERLAND COUNTY FREEHOLDERS

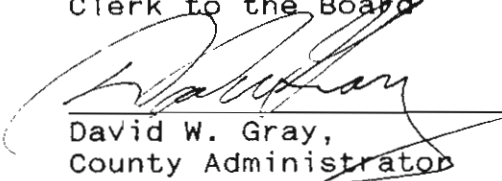
FOR THE CUMBERLAND COUNTY  
PROSECUTOR'S OFFICE FOP  
LODGE #132

  
\_\_\_\_\_  
Douglas H. Fisher, Director

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Clair H. Miller, Jr.  
Clerk to the Board

  
\_\_\_\_\_  
David W. Gray,  
County Administrator

SCHEDULE A

SALARY SCHEDULE

1. Effective January 1, 1995, the base salary of each Investigator and Senior Investigator shall increase by \$1,290.00 (See No. 5 below). The 1995 salaries shall become as follows:

Buscemi	\$37,486
Evans	\$37,486
Cornwell	\$37,486
Griffiths	\$37,486
Wentz	\$32,893
Salter	\$30,774
Parent	\$30,774
Gay	\$30,774
Garron	\$30,774
Beebe	\$30,774
Davis	\$27,290
Facemeyer	\$27,290
Edminster	\$27,290

2. Effective January 1, 1996, the base salary of each Investigator and Senior Investigator shall increase by 3.9 percent. The 1996 salaries shall become as follows:

Buscemi	\$38,948
Evans	\$38,948
Cornwell	\$38,948
Griffiths	\$38,948
Wentz	\$34,176
Salter	\$31,974
Parent	\$31,974
Gay	\$31,974
Garron	\$31,974
Beebe	\$31,974
Davis	\$28,354
Facemeyer	\$28,354
Edminster	\$28,354

3. Effective January 1, 1997, the base salary of each Investigator and Senior Investigator shall increase by 3.95 percent. The 1997 salaries shall become as follows:

Buscemi	\$40,486
Evans	\$40,486
Cornwell	\$40,486
Griffiths	\$40,486
Wentz	\$35,526
Salter	\$33,237
Parent	\$33,237
Gay	\$33,237
Garron	\$33,237
Beebe	\$33,237
Davis	\$29,474
Facemeyer	\$29,474
Edminster	\$29,474

4. Salary increases shall only apply to those employees employed by the Cumberland County Prosecutor's Office as of the date of signing of this Agreement.

5. Effective and retroactive to January 1, 1995, the promotional salary increase of \$1,200 previously granted to Senior Investigators Evans, Cornwell and Griffiths shall be increased by \$360 to a total of \$1,560. The revised base salary of these three (3) Senior Investigators shall be \$36,196 retroactive to January 1, 1995.



<p style="text-align: center;">COUNTY OF CUMBERLAND BOARD OF CHOSEN FREEHOLDERS</p>	<p>Policy Number: 2.06</p>	<p>Pages: 2</p>
<p>Chapter: Employee Benefits</p>	<p>Effective date: August 11, 1994</p>	
<p>Subject: Military Leave</p>		

I. POLICY:

Cumberland County Government shall provide for a Military Leave Program in compliance with Federal & State statutes. (N.J.A.C. 5A:2)

II. DEFINITIONS:

None

III. PROCEDURE:

A. A permanent employee in the career or unclassified service, other than a person holding a term for a fixed period, who enters the military service in time of war emergency, or for any period of training, or pursuant to any selective service system, shall be entitled to a leave of absence without pay for the period of such service and three months after discharge. If an employee is incapacitated by illness or wound at the time of discharge, such leave shall be extended until three months after recovery but no longer than two (2) years from the date of discharge.

1. During such leave of absence, the employee shall continue to accrue seniority and salary increments, if applicable.
2. No entitlements under this policy shall be granted if the separation from military service is by dishonorable discharge. (N.J.S.A. 38:23-4)

Chapter	Subject	Policy #	Page
Employee Benefits	Military Leave	2.06	<u>2</u> of <u>2</u>

- B. A permanent employee in the career or unclassified service who is a member of the National Guard or other component of the organized militia of the State of New Jersey shall be entitled to a leave of absence with pay not to exceed 90 days in the aggregate in any one year that he or she is required to engage in active duty or field training. Department Heads may reschedule an employee's work time to avoid conflict with such required duty. Such leave of absence shall be in addition to the regular vacation allowed the employee. (N.J.S.A. 38A:4-4).
- C. A permanent employee who enlists in a reserve unit of the Armed Forces and is required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 shall be granted a leave of absence without pay for such period.
- D. A non permanent employee serving for a year or longer shall be entitled to a leave of absence with pay not to exceed 30 days in the aggregate in any one year while engaged in field training. A leave of absence without pay shall be granted to a non permanent employee serving less than a year, while engaged in field training. Such leave of absence shall be in addition to the regular vacation leave.
- E. At the discretion of the employee, vacation leave or other accrued compensation may be used for such absences.

<p style="text-align: center;">COUNTY OF CUMBERLAND BOARD OF CHOSEN FREEHOLDERS</p>	<p>Policy Number: 2.09</p>	<p>Pages: 1 of 2</p>
<p>Chapter: Employee Benefits</p>	<p>Effective date: July 1, 1994</p>	
<p>Subject: Tuition Reimbursement - Non-Union Employees</p>		

I. POLICY:

In an effort to encourage it's employees to continue their professional development, the County shall provide for a tuition reimbursement assistance fund.

II. DEFINITIONS: NONE

III. PROCEDURES:

A. EMPLOYEE ELIGIBILITY

1. At least one year of full-time service.
2. Course must be taken at an accredited school approved by the County before tuition costs are incurred.
3. Course must be related to present work duties.

B. REIMBURSEMENTS

The County will reimburse the employee, provided employee is still employed and after the employee has completed the approved course with a passing grade of "C" or better. Proof of grade and paid dated receipt is required.

C. PROCEDURE

1. Approval

Employees shall file applications (see attached) to receive reimbursement with department head at least 60 days prior to the start of the semester. Once approved by department head. The application shall be forwarded to the Director of Personnel & Human Resources for approval by the Personnel Committee.

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2. Availability of Funding

Since funds are limited they will be awarded on a first-come, first-served basis.

- a. Maximum total tuition reimbursement per employee shall be \$1,200.00/year maximum.
- b. Reimbursement per credit hour shall not exceed:
  1. Undergraduate Course \$80.00
  2. Graduate Course \$145.00
- c. Costs for books and other supplies shall be borne by the employee.
- d. Annual expenditures shall be limited to 1/2 of 1% of the total payroll for non-union employees.

COUNTY OF CUMBERLAND

APPLICATION FOR TUITION REIMBURSEMENT

EMPLOYEE NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

I AM REQUESTING TUITION REIMBURSEMENT FOR THE FOLLOWING:

COURSE: \_\_\_\_\_ COURSE NO.: \_\_\_\_\_

SEMESTER: FALL: \_\_\_ SPRING: \_\_\_ SUMMER: \_\_\_ YEAR: \_\_\_\_\_

SCHEDULED: DAY(S): \_\_\_\_\_ TIME: \_\_\_\_\_

COLLEGE: \_\_\_\_\_

NO. OF CREDITS: \_\_\_\_\_ x COST PER CREDIT: \_\_\_\_\_ = TOTAL COST: \_\_\_\_\_

COURSE IS: REQUIRED: \_\_\_\_\_ ELECTIVE: \_\_\_\_\_

I AM: MATRICULATED: \_\_\_\_\_ NON-MATRICULATED: \_\_\_\_\_

DEGREE BEING EARNED (IF MATRICULATED): \_\_\_\_\_

EXPLAIN HOW COURSE IS JOB RELATED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COUNTY OF CUMBERLAND BOARD OF CHOSEN FREEHOLDERS	Policy Number:  5.09	Pages:  4
Chapter:  Miscellaneous	Effective date:  June 22, 1995	
Subject:  Travel		

I. POLICY:

Cumberland County Government shall provide for reimbursement of an employee's travel expenses when properly approved and financial resources are available. The policy shall provide for a balance between travel for official business and cost containment. It is the county's intention that employees away from home on county business may travel in reasonable comfort and as safely as possible.

II. DEFINITIONS:

A. Allowable Expenses:

Those which are necessary in transacting the official business of the county. Only those expenses which are incidental to the usual comforts of a traveler will be reimbursed. Expenses for laundry, entertainment, valet service or the like will not be reimbursed.

B. Transportation:

Includes all necessary official travel on railroads, airlines, buses, taxi's and/or rental cars.

C. Training:

Includes conferences, seminars, workshops, conventions or any other formal session whether residential or not, that is provided to meet educational needs.

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III. Procedures:

A. Department Heads shall:

1. Include anticipated travel needs in their annual budget request.
2. Approve employee travel after the budget request is approved by the county finance department.
3. Ensure that employees are informed about the county travel policy and procedures.
4. Maintain appropriate records for accounting for such expenses.

B. Transportation:

1. Mileage allowance will be provided when an employee is required to use his/her personal vehicle. (see policy #5.03).
2. Air Travel:
  - a. The County Purchasing Office shall contract with travel agent who shall handle the needs of all county departments.
  - b. Employees shall use the least expensive coach fare.
  - c. Requests to use specific air carriers that would result in higher costs will not be permitted.
  - d. Frequent flyer or bonus miles shall be credited to Cumberland County Government.

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3. Taxi-Service:

Necessary taxicab charges are permitted, however, travel to and from airports and downtown areas should be accomplished by regularly scheduled limousine service when less costly than a taxi service.

4. Rail:

Rail travel is permitted when financially prudent. However, should a special request for rail service be made that is not the least costly means, permission may be granted with the employee bearing the difference in cost.

C. Hotel Accommodations:

1. Generally speaking, hotel accommodations described in the conference registration forms are reimbursable expenses. However, if the room charge includes an extra charge for a spouse then that charge shall be at the expense of the employee.
2. If hotel accommodations are not included/provided by the conference or if a hotel room is needed for some other reason, the employee shall stay at one of the County's corporate hotels. If the employee chooses not to stay at one of the corporate/preferred hotels, the cost reimbursement to the employee will not exceed the room rate that the County would have paid at the corporate/preferred hotel.

D. Meals:

The maximum reimbursement rates for meals including tip and taxes are as follows:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00



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1. When a meal is an integral part of a convention or conference proceeding the full cost of the meal is reimbursable.
2. If a meal is included in the registration fee the allowance for that meal is to be deducted from the daily allowance.
3. No allowance is made for meals served as part of transportation accommodations when the cost is included in the transportation charge.
4. Reimbursement for meals requires paid receipts. Employees will be paid for the actual cost of the meal plus taxes and tip (20%) up to the maximum meal allowance.
5. Alcohol is a non-reimbursable expense.

E. Telephone:

Business phone calls made during a trip are reimbursable however, personal phone/calls are not reimbursable.

F. Non- Reimbursable Expenses:

Examples of expenses of a personal nature which are not reimbursable are:

1. Barber, beauty parlor, shoe shine
2. Insurance on personal property
3. Shows, sporting events, health club costs
4. Costs involved in making circuitous side trip for personal convenience
5. Fines for parking tickets or traffic violations
6. Loss of personal property, clothing, jewelry, etc.
7. Loss or theft of cash advance money or personal funds.
8. Travel/commuting to or from normal work location'
9. Purchase of clothing, toiletries, magazines, newspapers, and similar items for personal use
10. Travel insurance
11. Maintenance or repair of personal property