

**COLLECTIVE BARGAINING
AGREEMENT**

Between

CUMBERLAND COUNTY BOARD OF CHOSEN FREEHOLDERS/

CUMBERLAND COUNTY SHERIFF

and

CUMBERLAND COUNTY SHERIFF'S OFFICERS

PBA LOCAL NO. 299

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

Union - 1

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
---	PREAMBLE	1
ONE	RECOGNITION	2
TWO	MANAGEMENT RIGHTS	2
THREE	GENERAL PROVISIONS	3
FOUR	DUES CHECK-OFF	5
FIVE	SENIORITY OF EMPLOYEES	6
SIX	NON-DISCRIMINATION	6
SEVEN	NO STRIKE PLEDGE	7
EIGHT	GRIEVANCE PROCEDURE	7
NINE	PERSONNEL REGULATIONS	9
TEN	SAFETY, HEALTH & ADMINISTRATION	10
ELEVEN	TRAINING	10
TWELVE	OFF-DUTY ACTION	11
THIRTEEN	HOLIDAYS	11
FOURTEEN	VACATIONS	13
FIFTEEN	SICK LEAVE	14
SIXTEEN	WORKER'S COMPENSATION	15

SEVENTEEN	OTHER LEAVES OF ABSENCE	16
	A. Personal Leave	16
	B. Military Service	17
	C. Funeral Leave	18
	D. General Leave	18
EIGHTEEN	SCHEDULING	19
	A. Field Operations	19
	B. Identification & Communications Division	19
	C. Judicial/Courthouse Division	20
NINETEEN	OVERTIME PAY	21
	A. Meetings, Training, & Conferences	22
	B. Special Duty	22
	C. Extraditions	23
TWENTY	COMPENSATORY TIME	24
TWENTY-ONE	CALL IN TIME	25
TWENTY-TWO	CREDITS FOR EMPLOYEES	25
	A. Medical Examination	25
	B. Travel Allowance	25
	C. Tuition Reimbursement	25
	D. Uniforms & Equipment	26
TWENTY-THREE	LIFE, HEALTH, AND GENERAL LIABILITY INSURANCE	28
	A. Medical	28
	B. Prescription	30
	C. Dental	30
	D. General Provisions	30
	E. Life Insurance	30
	F. Employee Liability	31
	G. Flexible Spending Account (FSA)	31
TWENTY-FOUR	WAGES	32
TWENTY-FIVE	SICK LEAVE ON RETIREMENT	33
TWENTY-SIX	UNION LEAVE	33

TWENTY-SEVEN	EXTRADITION – TRAVEL	33
TWENTY-EIGHT	MEALS/LODGING	35
TWENTY-NINE	DURATION AND RENEWAL	35
EXHIBIT A	WAGE GUIDE	37

PREAMBLE

THIS AGREEMENT, made this ____ day of _____ 2018 by and between the Board of Chosen Freeholders of the County of Cumberland (hereinafter referred to as "County" or "Employer"), the Cumberland County Sheriff, (hereinafter referred to as the "County," the "Sheriff," and collectively the "Employer"), and the Cumberland County Sheriff's Officers P.B.A. Local No. 299, representing the Sheriff's Officers of Cumberland County (hereinafter referred to as "P.B.A." or the "Union").

ARTICLE ONE
RECOGNITION

Employer hereby recognizes the Cumberland County Sheriff's Officers P.B.A. Local No. 299 as the exclusive representative and bargaining agent for only the following: its Sheriff's Officers; for the purpose of acting as bargaining agent for establishment of salaries, wages, hours, and other conditions of employment. This Agreement shall not apply to the Sheriff, the Undersheriff(s), Superior Officers, or any other employees of the Sheriff's Department, including Court Attendants, 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; 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 workload or manning, are within the scope of collective bargaining. No employee, however, shall be disciplined or discharged without just cause.

Any such disciplinary or discharge proceedings or any complaint shall be presented within the time frame set forth in N.J.S.A. 40A:9-117.6a, with the exact charges specified in writing. Any departmental hearing scheduled shall be held as soon as possible thereafter. Any employee shall have the right to counsel at any such hearing.

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 herein above defined. Such meetings shall be initiated by written requests of either party, which shall reflect the precise intent of the meeting, and provide at least seven (7) days' advanced notice. Said meeting shall occur within forty-five (45) days of said request.
- C. Any proposed new rules or modification to existing rules governing the working conditions and safety of the employees shall be negotiated with the majority representative before said rules are adopted, unless the subject matter is beyond the scope of permitted negotiations in accordance with New Jersey Law.
- D. The jurisdiction and authority of the Employer over matters not covered by this Agreement are expressly reserved by the Employer.

- E. 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 before 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.
- F. 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 scope of 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 for the reasonable cost of an attorney for the defense of such action at the Municipal Court, Superior Court or Federal Court level or in an appeal from such courts provided, however, that such employee shall be found not guilty of the charge(s). The attorney selected by the employee charged shall first be approved by the Employer, which shall establish hourly fee cap of One Hundred Twenty-Five Dollars (\$125.00) to One Hundred Seventy-Five Dollars (\$175.00) per hour depending on the attorney's skills and experience and such administrative procedures as may be necessary for payment notice, reporting and other implementation of this section.

ARTICLE FOUR
DUES CHECK-OFF

- A. The Employer agrees to deduct monthly membership dues in the Cumberland County Policemen's Benevolent Association, Local #299, 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 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 deductions of the 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 to exceed eighty-five percent (85%) as per Paragraph A.
- C. The County agrees that, upon request, it will deduct dues for employees and pay such dues to Local #299 as per N.J.S.A. 52:14-15.9e.
- D. This Article shall become effective as of the first pay period in January 1985, after receipt from the P.B.A. of their request of those employees who request in writing that deductions be made and after certification by the P.B.A. to the 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 service with the Employer, beginning with his/her original date of hire within the Sheriff's Department.
- 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. Breaks in service shall include disciplinary suspensions in accordance with New Jersey Law.
- C. If a question arises concerning two or more employees who were hired on the same date, preference shall be given in accordance with Civil Service Commission Rules and Regulations.
- D. The 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 P.B.A. 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

The Employer and employees both recognize that there shall be no discrimination by reason of sex, creed, race, origin or on the basis of any other classification protected by law 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 P.B.A., nor will the Employer encourage membership in any other Association or Union or do anything to interfere with the exclusive representation of the P.B.A. in the appropriate bargaining unit.

ARTICLE SEVEN
NO STRIKE PLEDGE

The P.B.A. assures and pledges to the Employer that its goal and purposes are such as to condone no strikes, work stoppages, slowdowns, organized sickouts or any other such method or violate the Constitution and the laws of the State of New Jersey; and the P.B.A. 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, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.
- B. Nothing herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members of the Department.
- C. The term "grievance" as used herein means any controversy arising over (1) the interpretation, application or alleged violation of the terms and conditions of this Agreement or (2) any controversy arising out of the policies, minor discipline or administrative decisions affecting the terms and conditions of employment including the minor discipline of any employee without good and just cause. A grievance may be raised by an employee, the PBA on behalf of the employee, or a group of employees. As defined by Civil Service, minor discipline constitutes suspensions without pay of five (5) days or less. Appeals of major discipline shall be exclusively handled through Civil Service after a department hearing.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step waived by mutual written consent.

STEP 1

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

STEP 2

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

STEP 3

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

STEP 4

If the grievance is not satisfactorily adjusted at Step 3; then the grievant or the PBA may, within fifteen (15) days after receiving the decision of the County Personnel Director, 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 PBA through the Public Employment Relations Commission ("PERC"). If the parties fail to agree upon an arbitrator, PERC shall be requested by either or both parties to provide a panel of

five (5) arbitrators. The arbitrator shall then be selected pursuant to PERC procedures. The arbitrator shall restrict his inquiry to the standards established by this Agreement. The findings of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his/her decision as soon as possible after the conclusion of the testimony and argument.

ARTICLE 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 personnel conduct shall be distributed in writing to each employee.
- C. All personnel shall receive, at least once each calendar year, an evaluation of their performances that consist 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 supervisor, and a copy shall be provided to said employee. A copy of said evaluation containing the employee's signature as verifying receipt shall become part of the employee's file.
- D. No individual shall be employed by the Employer as a Sheriff's Officer who has been convicted of any violation of any criminal statute in this or in any other jurisdiction.
- E. Minimum physical and mental fitness-for-duty standards based on generally accepted standards of the industry shall be established and enforced by the Employer and shall be posted.
- F. Any employee who is assigned out-of-title and who shall serve out-of-title for a period in excess of ten (10) consecutive work days, shall be compensated at a the rate of pay established for the title to which he/she has been assigned.

ARTICLE TEN

SAFETY, HEALTH & ADMINISTRATION

- A. The Employer shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to ensure their safety, health and security.
- B. The Employer and the P.B.A. shall each designate a safety committee member, whose responsibility shall be to investigate and correct any unsafe and unhealthful condition. They shall meet periodically as necessary to view conditions in general and to make recommendations to either or both parties when appropriate.
- C. The Employer may establish reasonable and necessary rules of work and conduct for employees, which shall be equitably applied and enforced.
- D. The Employer shall provide a locker room for employees, if space is available, together with designated bulletin board areas, which shall serve as the location for all official notes from the Employer to employees and for the posting of P.B.A. announcements.

ARTICLE ELEVEN

TRAINING

The Employer shall arrange for Sheriff's Officers to receive training in compliance with the requirements imposed by the Police Training Commission at a certified Police Academy. Such training shall be received within one (1) year of appointment. The Employer may require additional training of Sheriff's Officers at any time to the extent deemed reasonable and necessary by the Sheriff. It is noted that the additional training is not intended for disciplinary purposes.

ARTICLE TWELVE
OFF-DUTY ACTION

- A. All personnel covered by the agreement who take any lawful police action during his/her off duty hours which action should have been taken by said employee on active duty will be entitled to the rights and benefit protections concerning such action as if on active duty as provided by law.
- B. Any lawful action taken while off duty will be compensated at a rate of time and one-half ($1\frac{1}{2}$ x) the normal rate of compensation at the Sheriff's discretion.

ARTICLE THIRTEEN
HOLIDAYS

- A. The following are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day*
President's Day	Veterans Day
Good Friday*	General Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- B. Holidays which fall within an employee's vacation period shall be celebrated as soon as possible following the vacation.
- C. It is understood that there shall be only one (1) day of celebration in the event that holidays are officially observed 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 observance.

- D. Holidays which fall on Saturday shall be celebrated on the immediately preceding Friday. Holidays which fall on a Sunday shall be celebrated on the immediately following Monday.
- E. Good Friday and Columbus Day should be treated as "floating holidays" and allocated to employees' leave banks on January 1 of each calendar year. As such, these floating holidays, at the prerogative of the employee, and with supervisory approval, may be used as an alternate day off from work with pay that calendar year so long as the employee actually works the floating holiday. The floating holiday need not be worked prior to the employee scheduling and utilizing an alternative day off from work. The floating holidays shall be treated as vacation days for usage purposed during the calendar year they are earned. If an alternative day off is earned and not used by December 31 of the calendar year that it was earned, said earned time off may be converted to compensatory time or to an accumulated sick day. Said converted time shall not expire.
- F. When the 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.
- G. Employees who work the holiday shall be paid their regular pay and shall receive a day off. In the event the employee is given a day in lieu of a holiday, that day shall be at the employee's option provided the manpower needs of the Department are satisfied and further provided that the employee give his/her supervisor ten (10) working days' advance notice. If the County prevents the employee from taking the day off, the employee shall receive normal holiday pay instead. Employees shall also have the option to accumulate holidays, provided that they are taken as compensatory time. Such compensatory time in lieu of holidays shall be granted prior to December 31 of each year. The employee shall notify the County in writing as to which holidays he wishes to accumulate on or before January 15 of each year.

In order to receive holiday pay and a day off after the holiday worked, the employee must have worked the scheduled work day before and after the holiday unless excused by illness supported by a doctor's excuse or other justifiable cause. Once the employee has satisfied this requirement, there shall be no additional requirement that the employee shall work the day before of the day after the designated day off. This provision shall not be interpreted to mean that the County shall not have the authority to request proof of sickness by doctor's slip or doctor's certification with regard to any days not worked due to sickness at any time.

H. Employees shall receive a check for all holidays not used or taken as compensatory time on or before December 15 in a separate check.

ARTICLE FOURTEEN

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 Sheriff or his designee, and the Personnel Department.

ARTICLE FIFTEEN

SICK LEAVE

- A. Full-time employees shall be entitled to the following sick leave of absence with pay:
1. During the first year of service, one and one-quarter (1¼) 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 any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate to his/her credit from year to year and shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined by the regulations of the Civil Service Commission.
 2. Upon reasonable suspicion, in the case of pattern absenteeism, if any employee is absent for three (3) consecutive workdays or absent for more than eight (8) days in any one calendar year for any of the reasons set forth herein above, the Employer shall require acceptable medical evidence on the form prescribed to substantiate the absences. The nature of the illness and length of time the employee will be absent shall be stated on a signed doctor's certificate, but not in violation of HIPAA laws. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing unless medically incapacitated or a reasonable extenuating circumstance.
 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 fitness-for-duty examination.

4. Any employee, who does not expect to report for work because of personal illness, or for any reasons hereinabove defined as sick leave, shall notify The County Identification Unit by telephone or personal message at least two (2) hours before the scheduled beginning of his/her tour of duty.
 5. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the Certification of the local Department of Health.
 6. Employees on approved FMLA / NJFLA leave shall use accumulated sick time concurrent with such leave (beginning with such leave), except that employees may retain seventy-two (72) sick hours not withstanding the length of the FMLA / NJFLA leave.
- B. Any permanent employee who has used less than five (5) days in a calendar year may, as an option, sell back his/her sick time accrued at a 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 hour rate for his/her 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 on his/her record.

ARTICLE SIXTEEN

WORKER'S COMPENSATION

- A. 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.

- B. If the employee remains incapacitated due to occupational injury or disease after the initial thirty-day (30) period of disability expires, the employee shall receive worker's compensation benefits in accordance with the laws of New Jersey.
- C. Time off for worker's compensation eligible occupational injury or disease shall not be charged against the employee's accumulated sick leave.
- D. If the employee remains incapacitated after the initial thirty-day (30) period, the County shall continue to remit pension contributions for the employee during said worker's compensation leave without pay.
- E. All work injuries or illnesses must be reported to the Sheriff and/or his designee as soon as practicable.

ARTICLE SEVENTEEN
OTHER LEAVES OF ABSENCE

Leaves of absence for employees shall be granted as provided in the Civil Service Commission 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 four (4) days' personal leave with pay. This time shall be earned at the rate of one (1) day every three (3) months for the first year of employment.
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/her supervisor at least twenty-four (24) hours in advance except in extreme emergency, whereby the supervisor may waive this requirement. Snow storms shall not be considered an emergency. If necessary and reasonable, Sheriff can send an employee in an appropriate vehicle to transport an employee not able to otherwise travel to work.

3. Priority in granting such requests for personal leave:
 - (a) Emergencies
 - (b) Observation of religious or other days of celebration
 - (c) Employee personal business
4. Personal leave may be taken in conjunction with other types of paid leave.

B. Military Service

1. An employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States who is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his/her Commanding Officer prior to the effective date of such leave. Such leave of absence shall not exceed two (2) weeks.
2. Employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein with the Armed Forces of this State at the time of war or emergency pursuant to or in connection with the operation of any system of Selected Service.
3. Employees having only temporary or provisional status who went on active duty with the Armed Forces of the United States shall be regarded as having resigned.

C. Funeral Leave

1. All 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, spouse, 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. The term immediate family shall also include a domestic partner and such relatives of a domestic partner whose relationship to the employee is equivalent to the relationships described above. Where the funeral service takes place more than one hundred (100) miles from home the leave of absence shall not exceed four (4) working days. Where the body of the deceased is transported into the State of New Jersey, the three (3) days shall be computed from the time the body of the deceased arrives in New Jersey. With respect to a grandmother-in-law and grandfather-in-law, all employees shall be granted a leave of absence of one (1) day for bereavement leave.

D. General Leave

1. Any employee shall be given time off without loss of pay when:
 - (a) Performing jury duty;
 - (b) 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/her duty as an employee;
 - (c) 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.

2. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classifications at the then-appropriate rates of pay, with no loss of seniority or other rights, privileges or benefits of employees.
3. 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 EIGHTEEN

SCHEDULING

A. Field Operations

1. The Sheriff may, upon consolidation of these Divisions, schedule sheriff's officers assigned thereto as follows: the work week shall consist of five (5) consecutive days, Monday through Friday inclusive, followed by two (2) consecutive days off. There shall be two (2) shifts of eight (8) hours per day, 8:30 A.M. to 4:30 P.M. and 3:00 P.M. to 11:00 P.M. Other than emergent situations, the Sheriff will give employees fourteen (14) days' notice of a shift change.

B. Identification & Communications Division

This Division's schedule shall consist of three (3) shifts covering twenty-four (24) hours per day, seven (7) days per week. The three (3) shifts will run 8:00 A.M. to 4:00 P.M., 4:00 P.M. to 12:00 midnight, 12:00 midnight to 8:00 A.M. The days and shifts will be assigned so that each employee will have two (2) consecutive days off each week.

C. Judicial/Courthouse Division

1. This Division's work schedule shall consist of five (5) consecutive days, Monday through Friday inclusive, followed by two (2) consecutive days off.
2. Officers will be scheduled for eight (8) hours per day within daily time periods of 7:30 A.M. to 4:30 P.M., from 6:00 A.M. to 2:00 P.M., and from 10 A.M. to 6:00 P.M. There will be a maximum of two (2) individuals placed on the 6:00 A.M. to 2:00 P.M. shift and a maximum of three (3) individuals placed on the 10:00 A.M. to 6:00 P.M. shift.

D. Where the nature of the work involved requires continuous operation, employees so assigned will have their schedules arranged in a matter which will ensure five (5) consecutive days scheduled for eight (8) hours per day with two (2) consecutive days off. Shifts shall not be rotating. Whenever practical, on a rotating basis, all employees so assigned will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year

E. Emergency shift changes shall be discussed within twenty-four (24) hours of implementation with the Union and the officer.

F. 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.

G. Experimental shift changes resulting from a Sherriff's Department "Pilot Program" shall not exceed six (6) weeks. After six (6) weeks, implementation or discontinuation must occur.

H. If a Sheriff Officer is absent for six (6) weeks or less, other officers, by seniority, shall be permitted to volunteer for such shifts after reviewing the scheduling calendar with the Sergeant. Any gaps remaining after the voluntary offering will be filled by reverse seniority list and may be assigned by the Sheriff or his/her designee without the delineation of the above referenced seven (7) day shift change notice. This shall continue in conformity with the past practice.

ARTICLE NINETEEN

OVERTIME PAY

1. Except as hereinafter provided, overtime shall refer to any working hours beyond the regular hours of duty as described in Article Eighteen. Sheriff's Officers, except Department Heads, assigned to work in the aforementioned divisions shall receive one and one-half times ($1\frac{1}{2} \times$) 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 a Sheriff's Officer has been granted a day off and is subsequently summoned for duty on that day, one and one-half times ($1\frac{1}{2} \times$) 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 seven (7) sick days in a 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. When two (2) employees mutually agree to interchange shifts and such arrangement is approved by the appropriate Superior Officers, straight time rates shall apply during this substitute period. Hours worked in excess of the substitute period shall qualify for overtime compensation.

A. Meetings, Training, and Conferences

1. When ordered by management to attend a job-related meeting or conference after regular hours of duty, overtime rates shall apply. However, after-hours training, meetings and conferences occasioned by an employee's negligence in the performance of his/her duty, shall neither be paid nor deemed as compensable time.
2. If a training, meeting, or conference occurs within one hour of the end of an officer's shift, it shall be deemed, for overtime purposes, to have commenced immediately upon the conclusion of the shift.

B. Special Duty

1. Straight time or overtime rates, as applicable, shall be paid for the following duties: community social events, parades and sporting events. The seniority list used as a basis for dispensing overtime will not be affected. When ordered by a Superior Officer to work a detail during non-regularly-scheduled hours, said hours shall qualify for overtime compensation.
2. An officer who is assigned to special duty who is apprised of a cancellation upon arrival or who is in route to the duty and is cancelled with less than fifteen (15) minutes notice before the scheduled start time shall be entitled to the four (4) hour minimum call in pay.

C. Extraditions

1. All time incurred, Monday through Friday while performing extraditions, which usually require extended travel and overnight stay, will be compensated at straight-time rates up to a maximum of eight (8) hours per day or forty (40) hour per week providing such time does not include other regular duty hours. Regular duty hours will be allowed as hours worked for overtime eligibility. For any extradition time incurred by an employee on Saturday or Sunday, said employee shall be allowed compensatory time at straight-time rate not to exceed eight (8) hours per day. Management may select personnel not at the top of the list where special needs or special projects require, i.e., female transports.
- D. Overtime shall be paid currently in the pay period following the performance of overtime work.
- E. No employee shall have his/her regular work schedule or regular day off schedule changed for the purpose of avoiding payment of overtime at any time. No work shift shall be changed without first having discussed such changes and the needs for same with the P.B.A. and the employee affected. Any officer recalled to duty after leaving and/or ending their shift shall be subject to the four (4) hour call-in provision.
- 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 by Division will be distributed, whenever possible, according to seniority with an availability list to be maintained and posted. Acceptance or rejection of overtime will cause the top name on such a list to be placed at the bottom. No employee shall without reasonable justification reject an overtime request.

- H. The Employer shall not reduce the work crew for the purpose of avoiding payment of overtime. This provision shall not infringe upon the Employer's right to eliminate positions for economy reasons, subject to the rules of the Civil Service Commission.
- I. Overtime shall include time for any 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.

ARTICLE TWENTY
COMPENSATORY TIME

- A. There is hereby established compensatory time in lieu of overtime. Compensatory time shall only be issued when mutually agreed to by the Officer and the Sheriff.
- B. Officers may bank up to ninety-six (96) hours of compensatory time. Compensatory time shall not expire.
- C. Compensatory time shall be earned at time and one half (1 ½ x).
- D. Officers shall be able to redeem their compensatory time at one hundred (100) percent of current value at the time of separation, retirement, or termination.
- E. The County shall not unduly deny officers use of compensatory time consistent with other leave policies.

ARTICLE TWENTY-ONE

CALL-IN TIME

Irrespective of whether an officer is at home or in route to home, any employee who is requested and who reports to work during periods other than his/her regularly scheduled shift shall be paid a minimum of four (4) hours at the overtime rate. If within fifteen (15) minutes of the report time, the detail is cancelled or the officer is disengaged, the officer shall be entitled to the four (4) hour minimum call in pay. The payment of four (4) hours shall be paid irrespective of the number of hours worked.

ARTICLE TWENTY-TWO

CREDITS FOR EMPLOYEES

A. Medical Examination

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

B. Travel Allowance

1. If any employees shall be required to use a personal vehicle in connection with the performance of his/her duties, he shall be allowed a mileage credit in the amount of Forty Cents (\$0.40) for each mile of travel, subject to the Rules and Regulations of the County Administrator. The maximum mileage allowance rate may be increased by the County.

C. Tuition Reimbursement

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 Sheriff's 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 Sheriff to receive tuition reimbursement at least sixty (60) days prior to the start of the semester. Once approved by the Sheriff, 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 percent (1%) 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 Dollars (\$1,200.00) per year. Reimbursement shall not exceed One Hundred Ten Dollars (\$110.00) per credit hour for undergraduate courses and One Hundred Forty-Five Dollars (\$145.00) per credit hour for graduate courses.
8. Costs for books and supplies and other charges shall be borne by the employee.

D. Uniforms & Equipment

1. Uniforms shall be consistent and maintained appropriately.
 - a. All new hires will receive initial clothing, uniforms and equipment for the academy and post-academy detail, no less than three (3) of each item except there shall be only one (1) vest. Vests that are issued to employees shall be puncture

resistant and conform to having a minimum of Level 3 protective layering. In no circumstances shall employee vest have a protective rating that is less than the Monarch Second Chance Plus P Plus Vest. The uniforms shall include the issuance of the following: (1) Leather duty belt and corresponding holsters, magazine carrying cases, hand cuff carrying case and any other accompaniments that are currently carried by officers on their duty belts or required to be carried by officers on their duty belts in the future. (2) any and all headwear, not including helmets, that is required to be worn by officers' approved uniforms. (3) any and all outergarments, to include jackets, coats and raincoats, that are required to be worn with the officers' approved uniforms.

- b. If the Sheriff changes the uniforms to a polo shirt or any other uniform, the County shall provide each officer with three (3) such polo shirts and/or other uniforms mandated.
- c. All uniforms and equipment shall be replaced by the County if damaged while in the performance of a member's duty, at the discretion of the Sheriff.
- d. Officers will not be issued used clothing.

ARTICLE TWENTY-THREE
LIFE, HEALTH AND GENERAL LIABILITY INSURANCE¹

A. Medical

1. The County shall provide health insurance coverage to employees in accordance with group health plan coverages in the following categories: medical/hospitalization, prescription drugs, dental, and optical. All health plan coverage and costs are subject to statutory and regulatory provisions and may be subject to modification as may be required by law, for which changes the County may not be held responsible.

Qualified 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. Additionally, the County in its discretion may offer an EOP Plan and/or HDP/HAS Plan as voluntary benefit offerings. However, effective on or about January 1, 2017 all employees receiving benefits from the County shall be enrolled in the Horizon Omnia Health Plan. Thereafter, the Omnia Plan shall be considered the "base plan" for health benefits paid for by the County less any premium sharing amounts currently paid by the individual employees.

Employees will still have the right to select other plans offered by the County during open enrollment. However, the employee will be responsible for paying the difference in premium between the Omnia plan and the more expensive plan. This shall not alleviate the employee's responsibility for base plan premium sharing as

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.

stated above (i.e., the difference between Omnia and chosen plan + Omnia Chapter 78 premium sharing).

All plans are subject to a One Hundred Dollar (\$100.00) Emergency Room Co-pay effective January 1, 2017.

2. 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 OMNIA Plan.
3. 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. Any unresolved disputes regarding whether the benefits and coverage of any proposed plan are substantially similar to the current shall be subject to arbitration as set forth in Article 8 (Grievance Procedure) of this contract.
4. If OMNIA coverage ceases to exist for any reason, this Agreement shall be re-opened within thirty (30) days of notice by the insurance company that the plan will be terminated.
5. Commencing in 2018, County agrees to re-open Agreement regarding health care upon being presented with a plan that is equal to or better at a cheaper or approximately equal to the existing plan.

B. Prescription

1. Prescription plan co-pay shall be Ten Dollars (\$10.00) for generic prescriptions and Twenty-Five Dollars (\$25.00) for name brand prescriptions (above co-pay will be applicable to each mail order prescription). A third tier (formulary plan) is added and shall have a Fifty-Dollar (\$50.00) co-pay. The stated co-pay shall cover up to a thirty (30) day supply of the prescription; however, where the mail order prescription plan is utilized, the stated co-pay shall cover up to a ninety (90) day supply of the prescription.

C. Dental

1. The County dental plan level shall be 50/50 of covered benefit limits, with an employee contribution governed by Chapter 78.

D. General Provisions

1. The County shall continue optical coverage equivalent to or better than the current plan with an employee contribution governed by Chapter 78.

E. Life Insurance

1. 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 Seven Thousand Five Hundred Dollars (\$7,500.00).
2. 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.
3. 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 (1) year from the date of injury, provided said injury is recognized as eligible for worker's compensation.

F. Employee Liability

1. The Employer shall hold the employee harmless from any loss, claim or liability to any third person or persons for bodily injury or property damage arising out of an act of negligence or negligent failure to act by an employee within the scope of and in the course of his employment to the extent insurable under the provisions of Comprehensive 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.

G. Flexible Spending Account (FSA)

1. Each employee may file an FSA application during open enrollment each and every year of this agreement in accordance with the County's health benefits enrollment process and timeline.
2. For the year 2017, each employee shall receive a payment of \$555.55 minus applicable payroll taxes in lieu of an FSA payment. For each employee who properly files an FSA application in 2018 and for the remainder of this Agreement, the Employer will deposit Five Hundred Dollars (\$500.00) per year into that employee's FSA.
3. An employee may contribute additional funds over and above the \$500.00 FSA amount provided by the County up to a total combined amount of \$1,200.00.
4. As with all other health benefit options, an employee is eligible for an FSA by way of this contract but must file an enrollment application to participate. An employee can choose not to participate in an FSA (opt out) by not filing an application. An opt out of an FSA is not eligible for the waiver incentive provided for opting out of medical and prescription coverage. This is consistent with opting out of dental and vision

coverage. Also, opting out of an FSA does not entitle an employee to cash compensation in lieu of the FSA.

ARTICLE TWENTY-FOUR

WAGES

1. Sheriff's officers shall receive regular paychecks every other Friday.
2. Wages shall be paid in accordance with a salary schedule attached to this agreement as Exhibit A. The salary schedule consists of a salary guide under which Sheriff's Officers, through step movement, move progressively from the lowest step to the highest step of the guide. Unless this Agreement provides otherwise, a Sheriff's Officer will advance incrementally through the steps by advancing one step on each January 1 of each year. The parties recognize that the Supreme Court of the State of New Jersey is ruling on the issue of automatic step movement. The parties agree to follow the outcome of the New Jersey Supreme Court regarding this issue.
3. If, in the issuance of a paycheck, there is an error in wages paid, the County will issue a corrective check, irrespective of the cause of the error, within three (3) business days if the amount of the error exceeds One Hundred Dollars (\$100.00). Corrective adjustments of less than One Hundred Dollars (\$100.00) will be issued in the following regular paycheck.

ARTICLE TWENTY-FIVE
SICK LEAVE ON RETIREMENT

Any permanent employee who retires and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive fifty percent (50%) of his/her accumulated sick time as severance pay, said payment not to exceed Nine Thousand Dollars (\$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 the Employer.

ARTICLE TWENTY-SIX
UNION LEAVE

The P.B.A. Union President or his/her designee shall be allotted twenty (20) days' union leave for conducting union business. The twenty (20) days' union leave shall be in addition to any and all time that New Jersey law confers upon the Union for attendance at the annual conventions.

ARTICLE TWENTY-SEVEN
EXTRADITION - TRAVEL

1. Extradition for same day return shall be restricted to no more than three hundred (300) miles from Bridgeton. Travel in excess of three hundred (300) miles or more shall constitute overnight lodging.
2. Travel that is less than three hundred (300) miles, but requires mandatory court appearance may constitute overnight lodging if the travel cannot be completed in accordance with Article.

3. No combination of Officers will drive a motor vehicle with a combined duty and driving time exceeding twelve (12) hours. An eight (8) hours rest period shall be required prior to duty status or resuming driving duties.
4. No Officer will drive or require another officer to drive a motor vehicle for more than eight (8) hours in a twenty four (24) hour period when engaged in the extradition of persons or emergency travel to or from the State of New Jersey.
5. The Sheriff or his designee may permit as temporary exceptions (but only in so far as may be necessary for the performance of indispensable work), extensions of the hours of work, extension of the driving time and reductions in the duration of the rest periods provided for in the preceding Paragraphs:
 - a. In case of accident, breakdown, unforeseen delay, dislocation of service or interruption of traffic.
 - b. In case of urgent and exceptional necessity for ensuring the work of services for the public.
6. The Sheriff or his designee may also permit extensions of the hours of work, extensions of the driving time and reductions in the duration of the rest periods provided for in the preceding paragraphs where it is necessary to enable the Officer to reach a suitable stopping place or the end of their tour, as the case may be, provided that road safety is not thereby jeopardized.
7. The department will make available a car strictly for the use of extradition equipment with E-Z pass and GPS.

ARTICLE TWENTY-EIGHT

MEALS/LODGING

1. The County policy shall apply for meal reimbursement subject to the following:
 - a. If travel begins before 6:00 A.M. breakfast is reimbursed. If travel begins between 6:00 A.M. and 1:00 P.M. breakfast and lunch are reimbursed. If travel begins after 1:00 P.M. only dinner is reimbursed. If travel ends after 7:00 P.M. breakfast, lunch, and dinner are reimbursed. In the latter circumstance, breakfast, lunch and dinner reimbursements may be aggregated to reimburse one meal.

ARTICLE TWENTY-NINE

DURATION AND RENEWAL

This Agreement shall be effective on and as of the first day of January, 2016 and shall remain in full force and in effect until the thirty-first day of December, 2019. 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 notice of termination of this Agreement is provide to the other party.

ARTICLE THIRTY
PROCUREMENT

The County of Cumberland agrees to use its best effort to immediately implement the resolution concerning a procurement car for the Sheriffs' Office use for extradition purposes only. Should the County be unsuccessful in implementing a resolution, the County agrees to have an open discussion with PBA Local 299 in order to arrive at an alternative solution.

IN WITNESS WHEREOF, the County of Cumberland, by and through its Board of Chosen Freeholders and the Cumberland County Sheriff's Officers P.B.A. Local #299, have caused this Agreement to be signed by their duly authorized representatives as of this ____ day of ____, 2018.

**FOR THE CUMBERLAND COUNTY
BOARD OF CHOSEN FREEHOLDERS**

**FOR THE CUMBERLAND COUNTY
SHERIFF'S OFFICERS P.B.A. LOCAL #299**

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Exhibit A

WAGE GUIDE

The wage guide set forth as attached shall be effective and applied to each year of this Agreement, subject to the terms set forth in the attached guide.