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EMPLOYMENT AGREEMENT

Between

CUMBERLAND COUNTY BOARD OF CHOSEN FREEHOLDERS

And

CUMBERLAND COUNTY, SUPERIOR OFFICER'S ASSOCIATION  
LOCAL #231 PBA

JANUARY 1, 1993 THROUGH DECEMBER 31, 1995

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## ARTICLE I

### PREAMBLE

THIS AGREEMENT, made this        day of                    1995 by and between the Board of Chosen Freeholders of the County of Cumberland (hereinafter referred to as "Employer"), and Cumberland County Superior Officer's Association representing the Sergeants, Lieutenants and Captains, affiliated with Cumberland County Policeman's Benevolent Association, Local #231, of Cumberland County, (hereinafter referred to as "Employees").

## ARTICLE II

### RECOGNITION

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

ARTICLE III  
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 reasons; to maintain the efficiency of its operation; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its missions in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work. The Employer's decisions on these matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on these matters will have on Employees, including, but not limited to questions of work load or manning, are within the scope of collective bargaining. No Employee, however, shall be disciplined or discharged without just cause.

Any such disciplinary or discharge proceedings or any complaint shall be presented within a reasonable time following the alleged violation, with the exact charges specified in writing. Any departmental hearing scheduled shall be held as soon as possible thereafter. Any Employee shall have the right to counsel at any such hearing.

## ARTICLE IV

### 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 form time to time at the reasonable request of either, to discuss matters of general interest and concern, matters which do not constitute agreements as hereinabove defined. such meetings shall be initiated by written requests of either party, which shall reflect the precise intent of the meeting, and shall provide at least seven (7) days advance notice.

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

D. Any provision of this Agreement found to be in violation of any future local or national legislation, shall be subject to renegotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

E. Whenever an Employee is a defendant in a disorderly or criminal charge arising out of or incidental to the performance of his duties other than an action instituted as a result of a complaint by or on behalf of the County or for a crime committed against the County, the County shall pay for the cost of an Attorney for the defense of such action at the Municipal

Court or Superior Court level or in an appeal from Municipal Court to the Superior Court provided, however, that such Employee shall be found not guilty of the charge or charges. The Attorney selected by the Employee charged shall first be approved by the County which shall establish such administrative procedures as may be necessary for payment notice, reporting and other implementation of this section.

#### ARTICLE V

#### DUES CHECKOFF

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

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

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

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

## ARTICLE VI

### SENIORITY OF EMPLOYEES

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

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

C. If a question arises concerning two or more Employees who were hired on the same date, the following shall apply:



1. If hired prior to the effective date of this Agreement, seniority preference among such Employees shall be determined by the order in which such Employees are already shown on the Employer's payroll records, first name first preference, etc.

2. For Employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in accordance with Department of Personnel Rules and Regulations.

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

## ARTICLE VII

### 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 S.O.A., nor will the Employer encourage membership in any other Association or union, or do anything to interfere with the exclusive representation of the S.O.A. in the appropriate bargaining unit.

ARTICLE VIII

NO STRIKE PLEDGE

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

ARTICLE IX

GRIEVANCE PROCEDURE

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

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

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

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

**STEP 1**

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

**STEP 2**

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

**STEP 3**

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

#### STEP 4

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

### ARTICLE X

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

C. All personnel shall receive, at least once each calendar year, and evaluation of their performances, consisting of learning abilities and initiative, dependability, ability and willingness to follow directions and the rules of the Department. Such report will be done by the Employee's most immediate superior and shall be come part of the individuals's file, and a copy will also be given to him. In the event that the evaluation indicates an unsatisfactory level of performance, the Employee shall not be eligible for the next salary increase under the terms of this Agreement.

D. When openings exist in the various job titles covered hereunder or in titles higher than those covered herein, qualifications for such various titles of promotion shall be written to take into account comparable qualifications of all individuals employed in the Sheriff's Department, wherever situated.

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

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

G. Any personnel who are assigned out of title, and who shall serve out of title for a period in excess of fifteen (15) consecutive work days, shall be compensated at the rate of pay established for the title to which he has been assigned.

## ARTICLE XI

### SAFETY, HEALTH AND ADMINISTRATION

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

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

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

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

E. The Officers of S.O.A. shall receive a copy or be allowed to review at their Option the New Jersey Department of Corrections periodic report of conditions at the Cumberland County Jail.

F. To promote the personal safety of Employees management shall determine and advise S.O.A. the minimum number of Officers working in the Jail on any shift. Said force to be maintained whenever possible.

ARTICLE XII

TRAINING AND SECURITY

A. Employer shall arrange for the State Department of Institutions and Agencies to have the Sheriff's Officers and Correction Officers receive the same training given to Officers employed in the State Prison. Such training shall be received within one (1) year of appointment, and shall include self-defense, handling of group disturbances, and/or riots, and other subjects related to duties of all jails and prison management. In no event shall such training be for a period less than four (4) weeks in duration.

B. A health and safety inspection, with written results filed with the Sheriff, the Undersheriff in charge of the jail, and the S.O.A. shall be carried out at least once each month by the Warden or Undersheriff in charge of the jail.

ARTICLE XIII

HOLIDAYS

A. The following holidays are recognized as paid holidays:

New Years Day	Labor Day
Martin Luther King 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	

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

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

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

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

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



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

#### ARTICLE XIV

#### VACATIONS

A. Effective January 1, 1978, full-time Employees shall be entitled to vacation with pay as follows:

1. For Employees with less than one (1) year of service, one (1) working day for each month of service.
2. For Employees with one to five (1-5) years of completed service, twelve (12) days.
3. For Employees with six to twelve (6-12) years of completed service, fifteen (15) days.
4. For Employees with thirteen to twenty (13-20) years of completed 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 four (4) days may be carried over without specific approval by the Sheriff or his designee, and the Personnel Department.

#### ARTICLE XV

#### SICK LEAVE

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

1. One and one-quarter (1 1/4) working day sick leave with pay for each month of service from and after the date of first appointment and fifteen (15) days thereafter. If any Employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate to his credit from year to year, and shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean absence of duty of any Employee because of personal illness by reason of which such Employee is unable to perform the usual duties of his position or a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such Employee.

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

3. At the discretion of the Employer, any Employee seeking sick leave, or returning from sick leave, may be required to submit acceptable medical evidence or undergo a physical examination. If the sick leave is not approved, the time involved during which an Employee is absent shall be charged to his vacation credit, if any, or otherwise the Employee will suffer the loss of pay for such time.

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

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

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

B. Full time provisional Employees shall be entitled to the same sick leave as hereinabove provided, except that provisional Employees hired on a daily or hourly basis shall not be eligible.

## ARTICLE XVI

### DISABILITY LEAVE

A. Ordinary Occupational Leave

Whenever any Employee is incapacitated because of any occupational injury or disease other than an extraordinary occupational injury, as defined below, then that Employee shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of up to thirty (30) days, or so much thereof as may be required, but not longer than a period for which Worker's Compensation benefits are allowed.

If at the end of such thirty (30) period the Employee is unable to return to his employment, a Certificate from his treating physician shall be presented, certifying this fact, and the Employee may elect, if he or she so desires, to use all or any part of sick leave or vacation accumulated. In the absence of such election only Worker's Compensation payments will be paid to the Employee after the disability leave period herein provided, and accumulated sick leave shall not be affected in any manner.

During the thirty (30) day period of disability leave in which the full salary or wages of any Employee is paid by the Employer, Worker's Compensation benefits made to or received by or on behalf of such Employee shall be deducted from the amount carried on the payroll for such Employee, or shall be assigned to the Employer by the insurance carrier or the Employee.

B. Extra Ordinary Occupational Leave

Shall be defined as an injury to the Employee arising out of and in the course of the employment caused by an assault and battery or similar violent attack upon the Employee by a third person when the Employee is engaged in hazardous type duties such as committing or transferring prisoners, assisting in the quelling of a riot, enforcing picketing injunctions or similar peacekeeping functions, or serving a summons or similar Court order or making an arrest or taking similar action under the Order of a Court.

When an Employee is incapacitated and unable to work because of any extraordinary occupational injury, as above defined, then that Employee shall be entitled to the same benefits as provided for ordinary occupational injury set forth in Article XVI, "A", above, excepting, that the disability leave granted in addition to annual sick leave shall be for a period of one (1) year or so much thereof as may be required, provided, however, that the extraordinary injuries suffered were not the result of such misconduct on the part of the employee as would be sufficient grounds for dismissal from employment.

1. If misconduct is charged against the Employee by any person, then, Employer shall have the right to refuse to grant disability leave to the Employee until the matter has been resolved according to law. In the event that the Employee is found to be not guilty of misconduct he ~~shall be~~ granted his disability leave retroactively to the date of the occupational injury.

2. If at any time an Employee's claim for disability leave, whether same be ordinary occupational injury or extraordinary occupation injury, there should arise a dispute as to whether the Employee is in fact disabled or is sufficiently recovered to be able to return to work, then Employer shall have the right to require an independent medical examination by a physician designated by Employer. In the event that the parties are still unable to agree, the period of time of temporary disability shall be determined by the Worker's Compensation Court as to the exact date of termination of temporary disability at which time adjustment shall be made by Employer to compensate Employee for any pay still due and owing for disability leave.

3. If any Employee, during the period of his disability, is fit to perform "other" light duties, the Employer may, at its discretion, allow or require such Employee to perform these light duties.

4. Any Employee on injury leave, resulting from injury while on duty, shall continue to accrue sick leave credits while his name remains on the payroll.

## ARTICLE XVII

### OTHER LEAVES OF ABSENCE

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

A. Personal Leave

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

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

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

3. Priority in granting such request for personal leave:

a. Emergencies

b. Observation of religious or other days of celebration

c. Employee personal business

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

B. Military Service

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

2. Permanent 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. Employees having only temporary status who went on active duty with the Armed Forces of the United States shall be regarded as having resigned.

C. Funeral Leave

All full-time employees shall be granted a leave of absence not exceeding three (3) days per occurrence because of death of a member of their immediate family. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, step-mother, step-father, step-son, step-daughter, brother, sister, mother-in-law, and father-in-law and members of the family living in the same household with the employee.

D. General Leave

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

1. Performing jury duty
2. Commanded to appear as a witness and not a party before a Court, Legislative Committee, or Judicial or Quasi Judicial Body, other than in connection with the performance of his duty as Employee.
3. Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.



4. Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other rights, privileges or benefits of Employees.

**ARTICLE XVIII**  
**WORK SCHEDULES**

A. **Warrant Services Division**

The regular scheduled work week for Employees in this division shall consist of five (5) consecutive days, Monday through Friday inclusive. The shifts will be scheduled for eight (8) hours per day from 8:30 a.m. to 4:30 p.m. and from 3:00 p.m. to 11:00 p.m.

B. **Transportation Division**

The regular scheduled work week from Employees in this Division shall consist of five (5) consecutive days, Monday through Friday inclusive and will be schedule for eight (8) hours per day within a daily time period of 6:00 a.m. to 6:00 p.m.

C. **Correction Division**

Employees in the Correction Division working on continuous operation, shall be scheduled so as to provide five (5) consecutive working days on, followed by two (2) consecutive days off. Each working day shall be divided into three (3) shifts, to wit: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 a.m.; and 12:00 a.m. to 8:00 a.m.

D. Identification Division

The identification Division Employees will work the same hours as enumerated above for the Correction Division, utilizing a rotating shift schedule.

E. Legal Division

This Division's scheduled work week shall consist of five (5) consecutive days, Monday through Friday inclusive. They will be scheduled for eight (8) hours per day within a daily time period of 8:30 a.m. to 4:30 p.m.

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

G. The regular starting time of work shifts will not be changed without reasonable notice to the affected Employees, and without first discussing such changes and the needs for same with representatives of the P.B.A. This section shall not apply to call-ins, or overtime, and shall not be utilized to deprive any Employee of cash payment for overtime.

ARTICLE XIX

OVERTIME PAY

A.1. ~~Except~~ as herein after provided, overtime shall refer to any working hours beyond the regular hours of duty as described in Article "XVIII". Employees, except Department Heads, assigned to work in the aforementioned divisions shall receive one and one-half (1 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 an Employee has been granted a day off and is subsequently summoned for duty on that day, one and one-half (1 1/2) time the regular rate shall be paid.

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

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

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

**B. Meetings and Conferences:**

When ordered by management to attend a job related meeting or conference after regular hours of duty, over time rates shall apply. However, should it be determined that the conferences or meeting was occasioned by employee negligence in the performance of his duty, no compensation shall be paid to the negligent party.

**C. Special Duty (Volunteer Basis with Waiver by Employee):**

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 nonregularly scheduled hours, said hours shall qualify for overtime compensation.

D. Extraditions:

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

E. Overtime shall be paid in cash, and shall be paid at time and one-half (1 1/2) of regular hourly rates of pay for each Employee.

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

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

H. Where substitution for Sergeant is necessary, other sergeants shall be contacted first within the same division, in an attempt to secure said distribution and shall be included in overtime.

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

J. 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.

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

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

#### ARTICLE XX

#### CALL IN TIME

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

#### ARTICLE XXI

#### CREDITS FOR EMPLOYEES

##### A. Medical Examination

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

B. Travel Allowance

If any Employee shall be required to use a personal vehicle in connection with the performance of his duties, he shall be allowed a mileage credit in the amount of twenty-two (.22) cents for each mile of travel, subject to the Rules and Regulations of the County Administrator. The maximum mileage allowance rate may be increased by the County. In the event the travel allowance in the UAW contract currently under negotiation is increased, the PBA Superior Officers unit will receive the same increase.

C. College Credits

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

D. Uniforms

Uniforms shall be supplied at Employer's expense, and in sufficient quantities, but no less than three (3) of each item, to allow for changes and cleaning. Employees shall receive the sum of Four Hundred (\$400.00) Dollars per year for the maintenance of all clothing, including shoes, worn on duty. If such Employee works for less than one (1) full year, then such amounts shall be pro-rated for the period assigned. Said allowances shall be paid on or about December 15 or each year. Effective January 1, 1995 Employee clothing maintenance allowance shall be increased to a sum of \$450.00 per year.

## ARTICLE XXII

### LIFE, HEALTH, AND GENERAL LIABILITY INSURANCE

#### A. Hospital, Medical and Surgical and Prescription Drugs

Employer shall provide at its expense Blue Cross, Blue Shield, Rider J, and Major Medical Insurance Hospitalization coverage or its equivalent for each Employee and his immediate family. In addition, Employer shall provide at its expense a plan for the payment of Prescription Costs incurred by Employees and their immediate families, which shall assure a maximum of one (1) dollar individual payment for any prescription costs. In addition, Employer shall provide at its expense the plan for the payment of dental and eye costs incurred by Employees and their immediate families, and life insurance protection coverage, if such plan or plans shall be provided to any other County Employees. At such time that the County reaches agreement with its other bargaining units, the PBA agrees that the prescription plan co-pay will be increased maximum increase not to exceed \$5.00.

#### B. Employee Liability

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

ARTICLE XXIII

LONGEVITY

A. Longevity pay will be paid in accordance with the longevity program adopted by Freeholder Resolution #111 in the year 1970 and any amendments and supplements thereto.

5 - 9 years of service	\$200.00 each year
10 - 14 years of service	\$300.00 each year
15 - 19 years of service	\$400.00 each year
20 - 24 years of service	\$500.00 each year
25 years of service and thereafter	\$600.00 each year

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

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

ARTICLE XXIV

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 (50%) percent of his/her accumulated sick time as severance pay, said payment not to exceed \$9,000.00. This payment shall be paid in a lump sum after the effective date of retirement, or at a time mutually agreed upon by the retired Employee and Employer.



Effective the first day of January 1989, any permanent Employee who retires and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive fifty (50%) of his/her accumulated sick time as severance pay, said payment not to exceed \$9,000.00. This payment shall be paid in a lump sum after the effective date of retirement, or at a time mutually agreed upon by the retired employee and employer.

#### ARTICLE XXV

#### TERMINATION

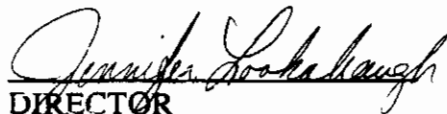
A. This Agreement shall be effective on and as of the first day of January, 1993 and shall remain in full force and in effect until the thirty-first day of December, 1995. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing one hundred 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 provided to the other party in manner set forth in the following paragraph.

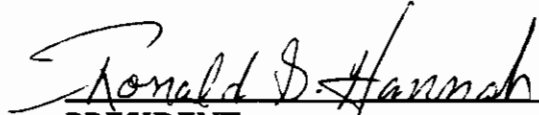
B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the County of Cumberland, by and through its Board of Chosen Freeholders and the Cumberland County Superior Officer's Association, have caused this Agreement to be signed by their fully authorized representatives as of this \_\_\_\_\_ day of December, .

FOR THE  
CUMBERLAND COUNTY FREEHOLDERS

FOR THE CUMBERLAND COUNTY  
SUPERIOR OFFICER'S ASSOCIATION


  
DIRECTOR

  
PRESIDENT

ATTEST:

  
CLERK TO THE BOARD

  
\_\_\_\_\_

  
COUNTY ADMINISTRATOR



SCHEDULE A

SALARIES

- A. Effective January 1, 1993 the base salary of each Superior Officer shall increase \$1,765.00. The 1993 salaries shall become as follows:

Sgt.	-	\$34,496.00
Lt.	-	\$36,991.00
Capt.	-	\$39,584.00

- B. Effective January 1, 1994 the base salary of each Superior Officer shall increase by \$1,925.00. The 1994 salaries shall become as follows:

Sgt.	-	\$36,421.00
Lt.	-	\$38,916.00
Capt.	-	\$41,509.00

- C. Effective January 1, 1995 the base salary of each Superior Officer shall increase by \$2,140.00. The 1995 salaries shall become as follows:

Sgt.	-	\$38,561.00
Lt.	-	\$41,056.00
Capt.	-	\$43,649.00

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**MEMORANDUM OF AGREEMENT**

By and Between

County of Cumberland

and

PBA Local 231, Superior Officers Association

\*\*\*\*\*

The parties hereby agree to present the following to their Principal's for final approval:

1. A three (3) year contract effective and retroactive to January 1, 1993 and ending December 31, 1995.
2. Except as herein modified all terms and conditions of the January 1, 1991 through December 31, 1992 contract to remain unchanged and to continue in full force and effect.
3. Effective January 1, 1993 the base salary of each Superior Officer shall increase by \$1,765.00. The 1993 salaries shall become as follows:

Sgt.	-	\$34,496.00
Lt.	-	\$36,991.00
Capt.	-	\$39,584.00

4. Effective January 1, 1994 the base salary of each Superior Officer shall increase by \$1,925.00. The 1994 salaries shall become as follows:

Sgt.	-	\$36,421.00
Lt.	-	\$38,916.00
Capt.	-	\$41,509.00

5. Effective January 1, 1995 the base salary of each Superior Officer shall increase by \$2,140.00. The 1995 salaries shall become as follows:

Sgt.	-	\$38,561.00
Lt.	-	\$41,056.00
Capt.	-	\$43,649.00

6. Effective January 1, 1995 Clothing Allowance (Article XXID) to be modified to read \$450.00 per year.

MEMORANDUM OF AGREEMENT  
County of Cumberland / PBA Local 231  
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7. Effective upon final approval of the 1993-95 contract by both parties, the following Articles shall be modified as listed:

A. Article XXIX (Overtime)

Paragraph A. (3) will be modified to read:

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

B. Article XXIII (Longevity)

Contract language will be changed to reflect the current amounts being paid as follows:

5 - 9 years	-	\$200.00 per year
10 - 14 years	-	\$300.00 per year
15 - 19 years	-	\$400.00 per year
20 - 24 years	-	\$500.00 per year
25 years	-	\$600.00 per year

C. Article IX (Grievance Procedure)

The parties propose to implement the previously agreed upon three step grievance procedure. (copy attached)

D. Article XXI (Travel Allowance)

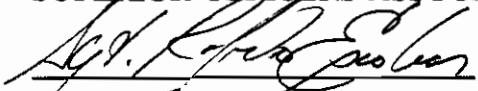
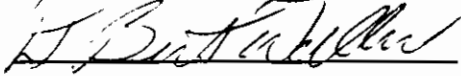
In the event the travel allowance in the UAW contract currently under negotiation is increased, the PBA Superior Officers unit will receive the same increase.

8. Article IV - General Provisions

The County proposes that the next to the last sentence of paragraph E. be changed to read "Shall be found not guilty of the charge" instead of the current sentence which reads "Shall be found guilty of the charge" and is an obvious typographical error in the existing contract.

MEMORANDUM OF AGREEMENT  
County of Cumberland / PBA Local 231  
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FOR PBA LOCAL 231  
SUPERIOR OFFICERS ASSOCIATION:

  
\_\_\_\_\_  
  
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\_\_\_\_\_  
\_\_\_\_\_

FOR COUNTY OF CUMBERLAND:

  
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\_\_\_\_\_  
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## ARTICLE IX

### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, as the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.
- B. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate members of the Department.
- C. The term "grievance" as used herein, means any controversy arising over (1) the interpretation, application, or alleged violation of the terms and conditions of this Agreement, or (2) any controversy arising out of policies, discipline or administrative decisions affecting the terms and conditions of employment including the discipline of any employee without good and just cause. A grievance may be raised by an Employee, the association on behalf of the individual, or a group of individuals.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent:

#### STEP 1

The Grievance shall be submitted in writing 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 local representative of the grievant within seven (7) business days of the submission date.



## STEP 2

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

## STEP 3

If the grievance is not satisfactorily adjusted at Step 2, the grievant, the Association, or the Association's attorney may appeal to the County Personnel Grievance Committee within seven (7) business days after receipt of the written answer in Step 2.

The County Personnel Grievance Committee shall submit a written decision of the grievance within ten (10) business days after submission to Step 3. The County Personnel Grievance Committee shall serve its decision upon the grievant, the Association and the Association's attorney.

## STEP 4

A. If the grievance is not satisfactorily adjusted at Step 3, the grievant, the Association or the Association's attorney may, within fifteen (15) days after receiving the decision of the County Personnel Grievance Committee, request arbitration, the cost of which shall be borne equally by both parties. The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Association through the Public Employment Relations Commission ("PERC"), within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator,

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