

~~89~~ 89
Cumberland County, North Carolina
1986
A G R E E M E N T

THIS AGREEMENT, made this 16th day of October, 1986, by and between the Board of Chosen Freeholders of the County of Cumberland (hereinafter referred to as "Employer" or as "County"), and Cumberland County Policemen's Benevolent Association, Local 231, representing the Sheriff's Officers and Correction Officers of Cumberland County (hereinafter referred to as "Employees"):

W I T N E S S E T H

WHEREAS, the parties have carried on collective bargaining; and

WHEREAS, as a result of the agreements of the parties the parties have resolved matters pertaining to wages, hours of work and other conditions of employment; and

WHEREAS, the parties have heretofore entered into an agreement effective January 1, 1982 through December 31, 1983, as modified by an agreement effective January 1, 1984 through December 31, 1985, and it is the intention of the parties to continue the terms and conditions of these agreements except as hereinafter modified;

NOW, THEREFORE, in consideration of these premises, and in consideration of the mutual covenants herein contained, the parties hereto agree by and with each other as follows:

1. This Agreement shall be effective during the period of January 1, 1986 through December 31, 1987.

2. All of the provisions between the parties for the term January 1, 1982, through December 31, 1983 as modified

by the Agreement for the term for January 1, 1984, through December 31, 1985, are incorporated herein and made a part hereof as if set forth fully herein and shall remain in full force and effect excepting as amended or modified by this Agreement.

3. Article XIIIIF, holidays, is hereby deleted and in place thereof shall be the following:

F. Beginning in 1986, and subject to the provisions of this section, 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 providing the manpower needs of the department are satisfied and further provided that the Employee gives his supervisor ten (10) working days advance notice. If the County prevents the Employee from taking the day off, the Employee shall receive normal holiday pay instead. Employees shall also have the option to accumulate holidays providing 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 about 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 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.

3. Article XVII C, funeral leave is hereby deleted and in place thereof shall be the following:

All full-time Employees shall be granted a leave of absence not exceeding three (3) days per occurrence because of death 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.

5. Article XXV, salary schedules, is hereby deleted and in place thereof shall be the following:

ARTICLE XXV

SALARY SCHEDULES

All employees shall be paid at an annual base salary based upon a forty (40) hour week, fifty-two (52) weeks per

year pursuant to the following schedule:

STEPS	1986 BASE SALARY	1987 BASE SALARY
STEP 1	\$13,500.00	\$14,000.00
STEP 2	\$13,750.00	\$14,250.00
STEP 3	\$14,000.00	\$14,500.00
STEP 4	\$15,000.00	\$15,500.00
STEP 5	\$16,000.00	\$16,500.00
STEP 6	\$17,000.00	\$17,500.00
STEP 7	\$18,000.00	\$18,500.00
STEP 8	\$19,200.00	\$19,600.00

The above salary guide applies to sheriff's officers and correction officers only. Sheriff's officers and correction officers in the employ of county on 12/31/85 shall continue in the same step as of 1/1/86. New employees hired after 1/1/86 will be placed on step 1. Each employee shall move to the next higher salary step upon the annual anniversary date of hire. Any employee moving up one step in the guide shall receive the rate for that next higher step beginning with the first day of the pay period next following his or her anniversary date of hire.

In the event any officer breaks or terminates service other than under an approved leave of absence agreed to by the County, that employee shall, if he or she returns, be placed on step 1.

It is further agreed that no employee shall move to his or her next higher step after December 31, 1987, during the pendency of negotiations or arbitration for a successor agreement.

All 1987 increases in the amount paid for each step become effective as of January 1, 1987.

All 1986 salary increases as set forth herein shall be retroactive to January 1, 1986, and said retroactive pay shall apply equally to all overtime pay earned during the period commencing January 1, 1986. However, retroactive pay shall not be paid to any person who was formerly an employee but whose employment terminated prior to October 14, 1986.

Any employee who is receiving Base Salary in excess of the amount set forth in the salary schedule for 1986 shall have his or her salary adjusted downward to the proper amount but shall not be charged with or required to reimburse county for excess of such salary received during 1986 prior to such adjustment.

In addition to the foregoing, it is agreed that County shall pay an amount of \$300.00 bonus to each officer who is on step 8 on 1/1/87. This bonus shall be paid in full to each such officer on the first regularly scheduled pay day after 1/1/87, provided, however, that said bonus shall be considered an advance of bonus for service for the full year 1987 and in the event any officer receiving that bonus fails to remain in county's employment until 12/31/87, regardless of the reason or manner of termination, then the employee shall reimburse county pro-rata for that portion of the bonus which was unearned.

Reimbursement to county shall be calculated by multiplying the \$300.00 bonus by a fraction of which the remaining number of days of the year is the numerator and 365 is the denominator and the resultant sum is the amount to be reimbursed. County

shall have the right to deduct any such sum from any salary or other sum due or to become due employee on or after termination.

SUPERIOR OFFICERS

Superior officers shall receive increases in salary in accordance with the following schedule:

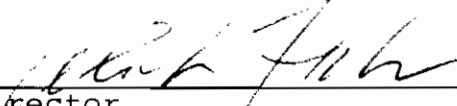
<u>Officer or Rank</u>	<u>1986</u>	<u>1987</u>
Captains	\$1,500.00	\$1,500.00
Lieutenants	\$1,400.00	\$1,300.00
Sergeants	\$1,300.00	\$1,200.00

All 1986 salary increases as set forth herein shall be retroactive to January 1, 1986.

It is the intent of the parties to grant retroactive pay only to those Superior Officers who are actively employed and on the active payroll as of October 14, 1986.

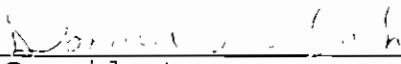
IN WITNESS WHEREOF, the County of Cumberland by and through its Board of Chosen Freeholders, and the Cumberland County Policemen's Benevolent Association, Local 231, have caused this Agreement to be signed by the duly authorized representatives.

FOR THE BOARD OF CHOSEN FREEHOLDERS
FOR CUMBERLAND COUNTY



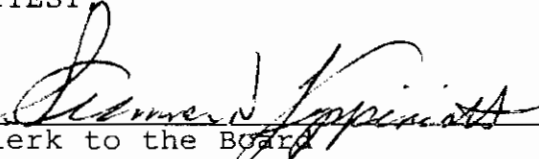
Director

FOR THE CUMBERLAND COUNTY
POLICEMEN'S BENEVOLENT
ASSOCIATION, Local 231



President

ATTEST:



Clerk to the Board

