

2-0145

00-00  
January 1 1977 to December 31 1979  
Cape May County

THIS DOES NOT  
CIRCULATE

AGREEMENT

BETWEEN

CAPE MAY COUNTY

CAPE MAY COURT HOUSE, NEW JERSEY

and

P.B.A. LOCAL 59

*Detectives & Investigators*

LIBRARY  
Institute of Management and  
Labor Relations

JUL 26 1979

RUTGERS UNIVERSITY

*K-179*

OFFICE OF THE COUNTY PROSECUTOR

COUNTY OF CAPE MAY

CAPE MAY COURT HOUSE, NEW JERSEY 08210

(609) 465-7111

Donald R. Charles, Jr.  
Prosecutor

William B. Matthews  
Chief of County Detectives

December 6, 1977

TO : ALL DETECTIVES & INVESTIGATORS  
FROM : CHIEF WM. MATTHEWS, SR  
DATE : November 1, 1977  
SUBJECT : Work hours as per contract agreement

1. Effective 11/1/77 the following hours  
will be the work day for all Detectives  
and Investigators assigned to Prosecutor's  
Office:

8:30 A.M. to 5:00 P.M. - 1/2 hour lunch

c/ Prosecutor

Board of Chosen Freeholders, Thomas Tucker

✓ Mrs. I. Hickman, Freeholders Office

Mrs. L. Cresse, Treasurers Office

RECEIVED  
CLERK'S OFFICE

DEC 7 1977

BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY, N. J.

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PREAMBLE

This Agreement, entered into this 20<sup>th</sup> day of October, 1977 by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the "County", and P.B.A. Local 59, Police Benevolent Association, hereinafter called the P.B.A. or Association represents the complete and final understanding on all the bargainable issues between the County and the P.B.A. Local 59.

ARTICLE I

RECOGNITION

A. The County hereby recognizes Local 59, Policemen's Benevolent Association, as the exclusive collective negotiations agent for all employees in the negotiating unit as hereinafter defined for the purpose of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and all other applicable law.

B. All Supervisory personnel (i.e. Chief of Detectives, Captain, Lieutenant or Sergeant) are excluded from this contract as "Managerial Executives".

ARTICLE II  
MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the County Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection herewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the County of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, County or local laws or ordinances.

ARTICLE III

DEFINITIONS

The following words and terms, when used in this Contract, shall have the following meanings, unless the contents clearly indicates otherwise:

Permanent employee - means an employee who has acquired Civil Service permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - persons hired for a period of not more than four (4) months or for recurrent periods aggregating not more than four (4) months in any 12-month period, or employment during a period of emergency.

Provisional appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-time employee - an employee whose regular hours of duty are less than the regular and normal work week for the class or agency.

Seasonal - employees which are hired for the same short period of time during the year.

Retired employees - employees who retire from a State administered retirement system.

Dependents - include employee's spouse and an employee's unmarried children (including any step children, legally adopted children and foster children dependent upon employee for complete support and maintenance and who have been reported for insurance between 14 days and 19 years of age. Persons insured as employees are not included as dependents.

ARTICLE III

DEFINITIONS

(Continued)

Immediate family - means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Grievance - means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the P.B.A. or the County.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant employee - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal Grants.

C.E.T.A. employee - means persons who are hired to fill positions funded by the Federal Comprehensive Employment and Training Act.

Anniversary date - date of hire or date of most recent title change or promotion.

ARTICLE IV

GRIEVANCE PROCEDURE

A. The term grievance as used herein means any controversy arising over the interpretation or adherence to the terms of this agreement and may be raised by an individual, the County or the Association.

The purpose of the grievance procedure shall be to settle all grievances between the County and the Association and employees as quickly as possible, so as to assure efficiency and promote employees' morale. All grievances shall be processed as follows:

1. They shall be discussed with the employees involved and P.B.A. representatives, with the Chief of County Detectives, or any representative designated by him within five (5) days after the incident complained of. An answer shall be made to the P.B.A. within five (5) calendar days by the Chief or his designated representative to the County Detectives and the County Investigators representative and Prosecutor.
2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the P.B.A. and submitted to the Prosecutor and Freeholder in charge of the department within ten (10) days.
3. The Board of Chosen Freeholders shall review the matter and make a determination within fifteen (15) days from the



ARTICLE IV  
GRIEVANCE PROCEDURE  
(Continued)

receipt of the complaint.

4. If the grievance is not settled through Steps 1 and 2, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Board of Chosen Freeholders. An arbitrator shall be selected pursuant to the rules of P.E.R.C., however, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Freeholders. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs may have been incurred in the processing of the case to arbitration. The decision of the arbitrator shall be final and binding on both parties, however, the arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the County and the Association. Any additional costs shall be paid by the party incurring same.
- B. Nothing herein shall prevent any employee from processing

ARTICLE IV

GRIEVANCE PROCEDURE

(Continued)

his own grievance provided representatives of the P.B.A. may be present at such hearings and provided further that no settlement with any such employee shall violate this agreement.

ARTICLE V

VEHICLES

A. All new vehicles assigned to Prosecutor's Office will be of standard size vehicle (no compacts) suitable for transportation of prisoners.

B. All new vehicles assigned to Prosecutor's Office shall be air conditioned and contain AM radios.

C. It shall be the responsibility of each Detective or Investigator to immediately report any defective vehicle to their immediate supervisor.

D. In the event the Chief County Detective or his designee determines that a vehicle is in unsafe operating condition, said vehicle shall be removed from service and repaired.

E. It shall be the obligation of the Detective or Investigator assigned to a vehicle to keep same in good operating condition and to see that preventative maintenance is performed periodically.

ARTICLE VI

P.B.A. REPRESENTATIVES

A. Accredited representatives of the P.B.A. may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.B.A. decides to have its representative enter the County facilities or premises, it will request such permission from the appropriate County representatives and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of County Government or normal duties of employees. There shall be no P.B.A. business transacted nor meeting held on County time or property.

B. One P.B.A. Representative may be elected to represent the P.B.A. in grievances with the County. Each department shall elect its steward and the P.B.A. shall furnish the Board of Chosen Freeholders with a list of Representatives. There shall be one Chief Representative who shall be elected by the committee of the Local P.B.A.

C. The County agrees to give time off the job with pay for P.B.A. Representatives performing their Union duties, such time shall not exceed two (2) hours per day. The P.B.A. agrees to take all steps necessary to insure that this time is within reasonable limits.

ARTICLE VII  
HOURS AND OVERTIME

A. For all employees in the Prosecutor's Office who hold the title of Investigator and Detective, the work day shall be eight (8) hours per day, forty (40) hours per week, which may be scheduled Monday through Saturday inclusive. The time taken for meals will not be counted as part of the eight (8) hour day.

B. Payment of overtime for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, all hours worked on Monday or Holidays shall be compensated for at the rate of one and one half (1 1/2) the straight time rate. Overtime will be compensated in one half (1/2) hour units, fractional portions being counted as a full one half (1/2) hour except that no payment will be made for an initial period of less than fifteen minutes.

C. Effective with the date of this agreement, all hours in excess of eight (8) hours per day or forty (40) hours per week shall be compensated as defined in Section B of this Article.

D. Compensatory time shall be used within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Board of Freeholders.

ARTICLE VII  
HOURS AND OVERTIME

(Continued)

E. An employee required to stand-by, on call, during the sixty-five hour weekend period shall be compensated as follows: one day compensation time to be taken during the following two weeks or one day's pay at existing pay rate of that employee.

F. An employee required to stand-by, on call, during any three or four day holiday weekend shall be compensated as follows:

Two days compensation time to be taken during the following two weeks or two days pay at existing pay rate of that employee.

G. A man called in on an emergency basis, on a holiday or weekend, who was not assigned stand-by duty, shall be compensated at time and a half for period worked.

H. When emergency call-in work extends into the normal work day, the hours which fall within normal work hours, shall be compensated for at straight time.

ARTICLE VII

HOURS AND OVERTIME

(Continued)

I. Overtime shall be paid each represented party at the rate of one and one half (1 1/2) times his hourly salary to a maximum of three thousand dollars (\$3,000.).

J. Overtime shall not be restricted from any person by reason of their job assignment, rank, or length of employment.

ARTICLE VIII

HOLIDAYS

A. The following holidays shall be recognized:

- |                          |                                |
|--------------------------|--------------------------------|
| 1. New Year's Day        | 8. Columbus Day                |
| 2. Lincoln's Birthday    | 9. Veteran's Day               |
| 3. Washington's Birthday | 10. General Election Day       |
| 4. Good Friday           | 11. Thanksgiving Day           |
| 5. Memorial Day          | 12. Day after Thanksgiving Day |
| 6. Independence Day      | 13. Christmas Day              |
| 7. Labor Day             | 14. Three Administrative Days  |

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of one and one half the straight time rate for the actual hours worked on the holiday.

Employees who are scheduled to work on the recognized days noted in this Article shall be given a day off with pay at a later date in accordance with departmental rules established in Article XVII.

C. Whenever a holiday is recognized in this Article is decreed to be a normal work day by an official of the State or County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

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

E. Administrative days are to be used by the employee for personal reasons and must be used in the calendar year.



ARTICLE IX

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to ten (10) years of service; fifteen (15) working days vacation after the completion of ten (10) years and after fifteen (15) years and up to twenty (20) years of service, seventeen (17) days vacation; and after twenty (20) years of service, twenty (20) working days vacation; and after twenty-five (25) years of service, twenty-five (25) working days vacation. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

Administration of vacation allowance will be in accordance with the "State Service Personnel Management", attached to this Contract as Appendix "A".

ARTICLE X

HOSPITALIZATION AND INSURANCE

1. The County shall provide a weekly disability income program.

A. The County shall continue to provide for all permanent full-time employees and their dependents who have been on the payroll for two (2) months at the beginning of the third (3rd) month of employment.

B. The program shall provide a major medical policy up to \$25,000. with \$100 deductible and 80 percent payment of all charges not covered by the policy. The County will increase maximum surgical payment to \$800. The County will also include eye care and will take public proposals.

C. The County will pay the full cost of the foregoing program for all employees and their dependents.

D. Upon retirement, the County shall continue the hospitalization and life insurance programs for retiring employees until the death of the employee, as soon as the law permits. (At present, the law allows only those with twenty-five (25) years of service to receive this benefit.)

E. Upon retirement, the County will provide the retiring employees with an insurance policy in the amount of \$3,000., which will be kept in effect at the expense of the County of Cape May, the law permitting. (At present the law only allows those with twenty-five years of service to receive this benefit.)

ARTICLE X

HOSPITALIZATION AND INSURANCE

(Continued)

F. Effective January 1, 1978, the County will provide a Prescription Insurance Plan for employees and dependents.

G. The County shall provide a total of \$1,000,000 (One Million) false arrest insurance. This insurance shall cover error in judgment and civil rights violations.

ARTICLE XI

SICK LEAVE

A. Sick leave allowances and administration shall be in accordance with "State Service Personnel Management", attached to this contract as Appendix "A".

B. All County employees shall be reimbursed to fifty (50) percent of his accrued sick leave at time of retirement. Such time shall not exceed 180 days or \$12,000.

ARTICLE XII

SALARIES AND COMPENSATION

A. A new wage scale with salary based upon entrance plus four (4) steps is attached hereto and made a part hereof and referred to as Appendix "B".

B. The new wage scale was computed by applying Five Hundred Dollars (\$500.) to each annual incremental step on the County's 1976 Wage and Range Resolution.

C. The method of payment of the Five Hundred Dollar (\$500.) increase for 1977 shall be paid as follows: Five Hundred Dollars (\$500.) to be paid to each employee on or before December 1, 1977.

D. Effective January 1, 1978 each step on the County's 1977 Salary Resolution, as amended, will be increases in accordance with the following schedule:

|               |            |  | (The Greater Of)    |
|---------------|------------|--|---------------------|
| Salary Ranges | 1 thru 7   |  | 5.0% or 100% C.P.I. |
| " "           | 8 thru 12  |  | 4.5% or 90% C.P.I.  |
| " "           | 13 thru 16 |  | 4.0% or 80% C.P.I.  |
| " "           | 17 thru 23 |  | 3.5% or 70% C.P.I.  |

E. Effective January 1, 1979 each step on the County's 1978 Salary Resolution will be increased in accordance with the following schedule:

|               |            |  |                     |
|---------------|------------|--|---------------------|
| Salary Ranges | 1 thru 7   |  | 5.0% or 100% C.P.I. |
| " "           | 8 thru 12  |  | 4.5% or 90% C.P.I.  |
| " "           | 13 thru 16 |  | 4.0% or 80% C.P.I.  |
| " "           | 17 thru 23 |  | 3.5% or 70% C.P.I.  |

ARTICLE XII

SALARIES AND COMPENSATION

(Continued)

- F. The Consumer Price Index (C.P.I.) will be for twelve (12) months ending October as furnished by the Bureau of Labor Statistics for the Philadelphia and South Jersey Area.
- G. Employee's anniversary date is to be used for annual incremental step.
- H. Employees who are assigned to and work in a title having a higher rate of pay for a period in excess of five (5) days shall be paid for hours involved at the maximum rate of pay for the title to which they are temporarily assigned.
- I. When employees are promoted or transferred to a job carrying a higher rate of pay, the employee will be placed at the incremental step in the new range, which is closest to and in no case lower than their present rate. Such increase shall in no way affect the interval for any increase to which said employee may be entitled as prescribed in the Salary Range Tables.
- J. The 1978 range and salary tables as administered by the Freeholders Resolution attached hereto, and made a part hereof, shall be used as a basis of compensation.

ARTICLE XII  
SALARIES AND COMPENSATION

(Continued)

K. Effective January 1, 1977 the following ranges shall apply by employees holding the title of:

- |                  |          |
|------------------|----------|
| 1. Investigators | Range 17 |
| 2. Detectives    | Range 19 |
| 3. Captain       | Range 21 |
| 4. Chief         | Range 23 |

L. Employees shall be compensated at the rate of fourteen cents (14¢) per mile for authorized use of private autos for work-connected activities which sum will be paid on voucher and submitted monthly to the department head. If the County increases the mileage allowance stated above the increase will be granted to the employees covered by this agreement.

M. "The Detective or Investigator assigned to the Special Investigatio Unit in the capacity as Commander, shall receive a \$3,000. supplement over and above his base pay. He/She shall receive this supplement in the same manner as his base pay. Should this position be assigned any rank above Detective/Investigator, after the effective date of this contract, the designated holder of this rank shall be compensated in a manner not less than the sum of his base salary and \$3,000. supplement."

N. The Board of Freeholders shall determine at what range and step an employee shall be hired.

ARTICLE XIII

LONGEVITY

A. Effective January 1, 1977, the following longevity plan shall be instituted based upon employee's length of continuous and uninterrupted service with the County:

1. Five (5) years of service - 2 percent longevity based upon employee's base salary.
2. Ten (10) years of service - 4 percent
3. Fifteen (15) years of service - 6 percent
4. Twenty (20) years of service - 8 percent
5. Twenty-five (25) years or more of service - 10 percent
6. Thirty (30) years or more years of service - 12 percent
7. Forty (40) years or more of service - 14 percent

B. Deputy pay shall be included in the computation of longevity.

C. Longevity pay shall be computed as of January 1, in the year that the employee reaches their fifth (5th) multiple longevity pay will be paid to each employee.

D. Credit shall be given for time served in Municipal, County or State Agencies having criminal law enforcement powers under the laws of the State of New Jersey. Time served shall be defined as the period between the inception of such employment to the termination of that employment.

E. The policy as stated in Section "D" above, shall be administered in matters of vacation, sick leave and longevity pay only.



ARTICLE XIV

SHIFT DIFFERENTIAL

During the tenure of this agreement, there shall be no shift differential provided in any departments covered by this agreement.

ARTICLE XV

CLOTHING ALLOWANCE

Clothing Allowance for each employee will be provided in the form of the payment of two hundred and fifty dollars (\$250.) per year and shall be made by the submission of the proper vouchers by the employee after adoption of the annual County budget.

ARTICLE XVI

BULLETIN BOARD

Bulletin Boards shall be made available by the County and shall be designated "P.B.A. Bulletin Boards". These bulletin boards may be utilized by the P.B.A. for the purpose of posting P.B.A. announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board, any material which does not conform with the intent and provisions of this Article.

ARTICLE XVII

WORK RULES

The County may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this agreement and further provided that the P.B.A. shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or copy sent to the P.B.A.

ARTICLE XVIII

NO-STRIKE PLEDGE

A. The P.B.A. covenants and agrees that during the term of this agreement, neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its member take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County. The P.B.A. agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member shall entitle the County to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service Law.

C. The P.B.A. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County.

D. Nothing contained in this agreement shall be construed to limit or restrict the County in its right to see and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

ARTICLE XIX

NON-DISCRIMINATION

A. There shall be no discrimination by the County or the P.B.A. against an employee or account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any of the employees covered under this agreement because of their membership on non-membership in the P.B.A. or because of any lawful activities by such employee on behalf of the P.B.A. The P.B.A., its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this agreement who are nor members of the P.B.A.

ARTICLE XX

SEPARABILITY AND SAVINGS

If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.



ARTICLE XXII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1977 to December 31, 1979. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least One Hundred and Eighty (180) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Cape May County, New Jersey, on this 20<sup>th</sup> day of October, 1977.

P.B.A. LOCAL 59

THE COUNTY OF CAPE MAY  
BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY

BY: Robert W. Elwell

BY: Anthony [Signature]  
Director

ATTEST:  
Andrew R. Vade

ATTEST:  
Kathryn A. Willis

MEMORANDUM AGREEMENT RE: INTENT

THIS AGREEMENT entered into by and between THE COUNTY OF CAPE MAY, a Body Politic of the State of New Jersey, of the first part, hereinafter called "County", and P.B.A. LOCAL 59, POLICE BENEVOLENT ASSOCIATION, of the second part, hereinafter called "P.B.A.",

W I T N E S S E T H:

For and in consideration of the mutual covenants hereinafter set forth, the parties hereto do covenant and agree as follows:

1. Except as modified herein all of the provisions of the agreement between The County and P.B.A. dated October 20, 1977 shall remain unchanged and in full force and effect.
2. With reference to Article XIII D of the aforesaid contract, it is hereby declared that the intention of the parties at the time of the signing of the aforesaid contract was that credit should be given for the time served in Municipal, County or State agencies having criminal law enforcement powers under the laws of the State of New Jersey--but it was not the intention of the parties to permit credit to be given for time served where the employee involved had previously been an employee of a Municipal County or State

1. The hearing officer shall admit all testimony having reasonable probative value, but may exclude immaterial, irrelevant or unduly cumulative testimony.

2. Direct and cross-examination of witnesses shall be allowed.

3. The petitioning employee shall not be required to testify, but if he or she does testify voluntarily, he or she may be cross-examined upon any matter relevant to the hearing.

4. No person shall serve as a hearing officer where he or she is the one who preferred the respective charges.

#### 5-10.102c Findings and decision

1. The hearing officer shall issue a decision within 30 days of the hearing unless a later or earlier date is mutually agreed upon by the parties.

2. The decision shall include:

(1) A short statement of the nature of the proceedings.

(b) Discussion of any testimony or evidence which merits special analysis.

(c) Specific finding of fact, noted as such.

(d) Specific conclusion and decision based on findings of fact and applicable laws and rules.

#### 5-10.102e Witnesses

1. Departmental policies regarding the procedural steps to be taken in requesting witnesses shall be followed.

2. It shall be within the discretion of the hearing officer presiding to determine the necessity of specific witnesses on the basis of whether the testimony to be elicited from such witnesses would be immaterial, irrelevant or unduly cumulative.

#### 5-10.102f Time off

All appellants and witnesses in payroll status at the time of the hearing shall be given time off during their normal working hours.

Special note: This rescinds the previous Subpart issued July 11, 1972, regarding administrative leave.

#### Subpart 17-8.102 Administrative leave

##### 17-8.102a Subject

This Subpart includes the regulations of the Department of Civil Service governing the granting and use of administrative leave pursuant to C.74, Laws of 1972.

##### 17-8.102b Procedure

1. Effective July 1, 1972, all employees in the classified service with not less than six months service shall be granted an allowance of 1½ days administrative leave for the remainder of the current calendar year and on January 1, 1973 shall be granted the yearly allowance of 3 days administrative leave.

2. For the current calendar year (1972), all employees in classified service with less than six months service and those hired after July 1, 1972 shall be granted ½ day of administrative leave for each calendar month of service after July 1, 1972 to a maximum of 1½ days.

3. All employees in classified service hired on or after January 1, 1973, shall be granted ½ day of administrative leave after each full calendar month of employment to a maximum of 3 days during the remainder of that calendar year and 3 days administrative leave in each calendar year thereafter.

4. Administrative 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 leave, when an employee separates, there shall be no reduction or repayment of funds for days already used in the calendar year of separation.

5. Administrative leave may be scheduled in units of ½ days or multiples thereof.

## CIVIL SERVICE

### CIVIL SERVICE COMMISSION

#### Revisions to Various Subparts Of State Service Personnel Manual

On January 29, 1976, the New Jersey Civil Service Commission, pursuant to authority of N.J.S.A. 11:5-1 and in accordance with applicable provisions of the Administrative Procedure Act, adopted revisions to various Subparts of the Civil Service Personnel Manual (State Service) concerning hearings and various leaves.

Full text of the revised rules follows:

#### Subpart 5-10.102 Conduct of departmental hearings

##### 5-10.102a Purpose

The contents of this Subpart are set forth in order to ensure that all parties involved in a departmental hearing as prescribed by N.J.A.C. 4:1-5.15 are afforded due process during the course of the hearing.

##### 5-10.102b Regulation

In all disciplinary hearings the burden of proof shall be on the appointing authority except in those cases where an employee has been released at the end of his or her working test period. In such cases, the burden of proof shall be on the employee to demonstrate the action was taken in bad faith.

##### 5-10.102c Conduct of hearing

All hearings shall be conducted in an informal manner, without reference to any formal rules of evidence, but subject to the following principles:

6. Requests for administrative leave of absence must be approved in advance by the appointing authority. Priority in granting such requests shall be:

- (1) Emergencies.
- (2) Observation of religious or other days of celebration, but not public holidays.
- (3) Personal business.
- (4) Other personal affairs.

However, requests for religious observances shall be granted on the days and hours required insofar as the absence will not interfere with the proper conduct of State business.

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

#### 17-8.102c Administrative leave for employees employed on a part-time basis

##### 1. Definition

"Part-time employee" means any employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

##### 2. Regulation

Temporary, provisional and permanent part-time employees who meet the definition as set forth in =1 and accordingly are in the classified service shall be granted administrative leave credit on a proportionate basis.

### PART 17-9 DISABILITY LEAVE—SICK LEAVE INJURY

#### Subpart 17-9.101 Employment disability report (Form CS40)

##### 17-9.101a Subject

This Subpart will describe the preparation and use of the employment disability report (CS40).

##### 17-9.101b Purpose

This form shall be a request by the agency for the Department of Civil Service to approve a leave of absence with pay (SLI sick leave injury) for an employee due to a disability either through injury or illness as a result of, or arising from employment.

##### 17-9.101c Procedures

This form shall be prepared by the appointing authority and submitted in accordance with the instructions printed on the form.

If no SLI is immediately involved, it will NOT be necessary to forward the form to Civil Service. However, if the injury or illness is subsequently the cause of time lost, the form should be forwarded and item 17 must be checked "supplemental report" and a note made in that space: "original not submitted—no time lost".

A supplemental form should be submitted whenever additional approval time is necessary, including the return of the employee in every case where the return of the employee is subsequent to the "through date" approved by Civil Service. Whenever a supplemental report is made, the terminal date of the previous approval shall be indicated in item =18.

As stated on the form, SLI is limited to the period required for possible recovery from specific disability, or the period of one year from the date of accident, whichever period ends first.

##### 17-9.101d Limitations

(1) SLI is a privilege provided all full-time employees and permanent part-time employees who are disabled by injury or illness as a direct result, or arising out of, or in

the course of employment. The determination of the causal relationship of the accident or illness to employment is essentially the responsibility of the appointing authority. Reporting the accident or injury to one's superior with a minimum of delay is the responsibility of the employee and undue delay in such reporting may cause disapproval of SLI.

(2) If the employee has unused, accrued sick leave and/or earned vacation sufficient to cover the anticipated leave period, the appointing authority may withhold submission of an original-time cost CS40 form until the employee has returned to work, except that no forms shall be withheld more than 30 days from the date of commencement of time lost. Unless the employee has returned when the form is submitted, the form should be marked "indefinite" in item =16.

(3) If the employee has (a) been obviously injured on the job, (b) exhausted all accrued sick leave and/or earned vacation, and (c) filed an accident report, he may be paid for a period of SLI not to exceed one pay period prior to return of an approved CS40. This situation is conditional upon: (a) the appointing authority being satisfied that the injury is job incurred, and (b) the subsequent submission of a CS40. If the SLI, in such a case, should be denied for any reason, a subsequent adjustment will be made in the employee's pay.

#### 17-9.101e Sick leave injury for employees employed on a part-time basis:

##### 1. Definition

A part-time employee is any employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

##### 2. Regulation

Temporary, provisional and permanent part-time employees who meet the definition as set forth in =1 and accordingly are in the classified service shall be granted SLI credit on a proportionate basis, but such benefits will in no way prolong or alter provisional or temporary status at the time of legitimate termination.

### PART 17-10 LEAVE BENEFITS OF PART-TIME EMPLOYEES

#### Subpart 17-10.101 Vacation leave for employees employed on a part-time basis

##### 17-10.101a Subject

This Subpart will describe the extent to which part-time employees will be permitted to accrue vacation leave.

##### 17-10.101b Definition

"Part-time employee" means an employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

##### 17-10.101c Regulation

Temporary, provisional and permanent part-time employees who meet the definition as set forth in 101b and accordingly are in the classified service shall be granted vacation leave credit on a proportionate basis. (See attached chart for computation guide.)

Editor's Note: Two vacation credit charts were adopted with these revisions but, due to space limitations, are not reproduced herein. For further information on these charts, contact the Department of Civil Service.

**Subpart 17-16.102 Sick leave for employees employed on a part-time basis**

**17-16.102a Subject**

This Subpart will describe the extent to which part-time employees will be permitted to accrue sick leave.

**17-16.102b Definition**

"Part-time employee" means any employee who, by arrangement regularly works a constant percentage of the

regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

**17-16.102c Regulation**

Temporary, provisional and permanent part-time employees who meet the definition as set forth in 102b and accordingly are in the classified service shall be granted sick leave credit on a proportionate basis. (See attached chart for computation guide.)

**SICK TIME CREDITS**

Prorated for 1 day per month and 1 1/4 days per month

| Percentage of Full-Time Position | 8 Hours/Day Position | 12 Days/Year (1st Year) | 15 Days/Year | 7 Hours/Day Position | 12 Days/Year (1st Year) | 15 Days/Year |
|----------------------------------|----------------------|-------------------------|--------------|----------------------|-------------------------|--------------|
|                                  | (Hours/Month)        | (Hours/Year)            | (Hours/Year) | (Hours/Month)        | (Hours/Year)            | (Hours/Year) |
| 20                               | 1.60                 | 19                      | 24           | 1.40                 | 17                      | 21           |
| 25                               | 2.00                 | 24                      | 30           | 1.75                 | 21                      | 26           |
| 30                               | 2.40                 | 29                      | 36           | 2.10                 | 25                      | 31.5         |
| 40                               | 3.20                 | 38.5                    | 48           | 2.80                 | 33.5                    | 42           |
| 50                               | 4.00                 | 48                      | 60           | 3.50                 | 42                      | 52.5         |
| 60                               | 4.80                 | 57.5                    | 72           | 4.20                 | 50.5                    | 63           |
| 70                               | 5.60                 | 67                      | 84           | 4.90                 | 59                      | 73.5         |
| 75                               | 6.00                 | 72                      | 90           | 5.25                 | 63                      | 79           |
| 80                               | 6.40                 | 77                      | 96           | 5.60                 | 67                      | 84           |
| 90                               | 7.20                 | 86.5                    | 108          | 6.30                 | 75.5                    | 94.5         |

**Example:** If a part-time employee works 40 per cent of the normal 8-hour per day position (40 hours per week), that person should be credited with sick leave at the rate of 3.2 hours per month. For every month of the first calendar year of employment this would be a total of 38.5 hours sick leave credit. For every year thereafter, a total of 48 hours per year would be credited.

**Subpart 18-3.101 Holiday leave for employees employed on a part-time basis**

**18-3.101a Subject**

This Subpart will describe the extent to which part-time employees will be permitted holiday leave.

**18-3.101b Definition**

"Part-time employee" means any employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

**18-3.101c Regulation**

Temporary, provisional and permanent part-time employees who meet the definition as set forth in 101b and accordingly are in the classified service shall be granted holiday leave credit on a proportionate basis.

To calculate holiday leave credits for the year, multiply the appropriate "Hours/Month" figure times the number of holiday days in the year. To round off tenths of a number the following guide should be used: .1 to .3 should be dropped, .4 to .6 should be .5, and for .7 to .9 increase to the next whole number.

An order adopting these revisions was filed February 5, 1976, as R.1976 d.37 (Exempt, Procedure Rule). Take notice that these revisions are not subject to codification and will not appear in Title 4 of the New Jersey Administrative Code.

G. Duncan Fletcher  
Director of Administrative Procedure  
Department of State

**HOLIDAY LEAVE CREDITS**

Prorated

| Percentage of Full-Time Position | 8 Hours/Day Position | 7 Hours/Day Position |
|----------------------------------|----------------------|----------------------|
|                                  | (Hours/Month)        | (Hours/Month)        |
| 20                               | 1.60                 | 1.40                 |
| 25                               | 2.00                 | 1.75                 |
| 30                               | 2.40                 | 2.10                 |
| 40                               | 3.20                 | 2.80                 |
| 50                               | 4.00                 | 3.50                 |
| 60                               | 4.80                 | 4.20                 |
| 70                               | 5.60                 | 4.90                 |
| 75                               | 6.00                 | 5.25                 |
| 80                               | 6.40                 | 5.60                 |
| 90                               | 7.20                 | 6.30                 |

(a)

**CIVIL SERVICE**

**CIVIL SERVICE COMMISSION**

**Revisions to Local Jurisdiction Personnel Manual Concerning Leave Benefits of Part-Time Employees**

On January 29, 1976, the New Jersey Civil Service Commission, pursuant to authority of N.J.S.A. 11:5-1 et seq. and in accordance with applicable provisions of the Administrative Procedure Act, adopted revisions to Subparts 17-10.101 and 17-10.102 of the Civil Service Personnel Manual (Local Jurisdictions) concerning vacation and sick leave for employees employed on a part-time basis.

Full text of the revised rules follows:

**Subpart 17-10.101 Vacation leave for employees employed on a part-time basis**

**17-10.101a Subject**

This Subpart will describe the extent to which part-time employees will be permitted to accrue vacation leave.

**17-10.101b Definition**

"Part-time employee" means any employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

**17-10.101c Regulation**

Permanent part-time employees who meet the definition as set forth in 101b and accordingly are in the classified service shall accrue vacation leave credit on a proportionate basis. (See attached chart for computation guide). The appointing authority has the option of granting vacation leave credit to temporary and provisional part-time employees as it deems appropriate.

**VACATION CREDITS**

Prorated

| Percentage of Full-Time Hours | 8 Hours/Day Position (Hours/Month) | 12 Days/Year (1-10 Years) | 15 Days/Year (10-20 Years) | 20 Days/Year (20 Years +) |
|-------------------------------|------------------------------------|---------------------------|----------------------------|---------------------------|
| 20                            | 1.60                               | 19                        | 24                         | 32                        |
| 25                            | 2.00                               | 24                        | 30                         | 40                        |
| 30                            | 2.40                               | 29                        | 36                         | 48                        |
| 40                            | 3.20                               | 38.5                      | 48                         | 64                        |
| 50                            | 4.00                               | 48                        | 60                         | 80                        |
| 60                            | 4.80                               | 57.5                      | 72                         | 96                        |
| 70                            | 5.60                               | 67                        | 84                         | 112                       |
| 75                            | 6.00                               | 72                        | 90                         | 120                       |
| 80                            | 6.40                               | 77                        | 96                         | 128                       |
| 90                            | 7.20                               | 86.5                      | 108                        | 144                       |

Example: If a part-time employee works 40 per cent of the normal 8-hour per day position (40 hours per week), that person should be credited with vacation credit at the rate of 3.2 hours per month. For the first ten years this would be a total of 38.5 hours vacation credit per year.

**Subpart 17-10.102 Sick leave for employees employed on a part-time basis**

**17-10.102a Subject**

This Subpart will describe the extent to which part-time employees will be permitted to accrue sick leave.

**17-10.102b Definition**

"Part-time employee" means any employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency;

and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

**17-10.102c Regulation**

Permanent part-time employees who meet the definition as set forth in 102b and accordingly are in the classified service shall accrue sick leave credit on a proportionate basis. (See attached chart for computation guide.) The appointing authority has the option of granting sick-leave credit to temporary and provisional part-time employees as it deems appropriate.

**SICK LEAVE CREDITS**

Prorated for 1 day per month and 1 1/4 days per month

| Percentage of Full-Time Position | 8 Hours/Day Position (Hours/Month) | 12 Days/Year (1st Year) (Hours/Year) | 15 Days/Year (Hours/Year) | 7 Hours/Day Position (Hours/Month) | 12 Days/Year (1st Year) (Hours/Year) | 15 Days/Year (Hours/Year) |
|----------------------------------|------------------------------------|--------------------------------------|---------------------------|------------------------------------|--------------------------------------|---------------------------|
| 20                               | 1.60                               | 19                                   | 24                        | 1.40                               | 17                                   | 21                        |
| 25                               | 2.00                               | 24                                   | 30                        | 1.75                               | 21                                   | 26                        |
| 30                               | 2.40                               | 29                                   | 36                        | 2.10                               | 25                                   | 31.5                      |
| 40                               | 3.20                               | 38.5                                 | 48                        | 2.80                               | 33.5                                 | 42                        |
| 50                               | 4.00                               | 48                                   | 60                        | 3.50                               | 42                                   | 52.5                      |
| 60                               | 4.80                               | 57.5                                 | 72                        | 4.20                               | 50.5                                 | 63                        |
| 70                               | 5.60                               | 67                                   | 84                        | 4.90                               | 59                                   | 73.5                      |
| 75                               | 6.00                               | 72                                   | 90                        | 5.25                               | 63                                   | 79                        |
| 80                               | 6.40                               | 77                                   | 96                        | 5.60                               | 67                                   | 84                        |
| 90                               | 7.20                               | 86.5                                 | 108                       | 6.30                               | 75.5                                 | 94.5                      |

Example: If a part-time employee works 40 per cent of the normal 8-hour day position (40 hours per week), that person should be credited with sick leave at the rate of 3.2 hours per month. For every month of the first calendar year of employment this would be a total of 38.5 hours sick leave credit. For every year thereafter, a total of 48 hours per year should be credited.

An order adopting these revisions was filed February 5, 1976, as R.1976 d.33 (Exempt. Procedure Rule). These revisions are not subject to codification and will not appear in Title 4 of the New Jersey Administrative Code.

G. Duncan Fletcher  
Director of Administrative Procedure  
Department of State

APPENDIX "B"

1978

COUNCIL CONTRACT RANGES

| <u>NUMBER</u> | <u>MINIMUM</u> | <u>2ND.</u> | <u>3RD.</u> | <u>4TH.</u> | <u>5TH.</u> |
|---------------|----------------|-------------|-------------|-------------|-------------|
| 1.            | 6331.          | 6868.       | 7407.       | 7945.       | 8481.       |
| 2.            | 6623.          | 7182.       | 7740.       | 8299.       | 8861.       |
| 3.            | 6927.          | 7510.       | 8091.       | 8674.       | 9256.       |
| 4.            | 7248.          | 7857.       | 8463.       | 9071.       | 9681.       |
| 5.            | 7587.          | 8219.       | 8851.       | 9482.       | 10,113.     |
| 6.            | 7941.          | 8599.       | 9259.       | 9917.       | 10,576.     |
| 7.            | 8313.          | 8999.       | 9687.       | 10,374.     | 11,060.     |
| 8.            | 8703.          | 9420.       | 10,136.     | 10,853.     | 11,572.     |
| 9.            | 9113.          | 9862.       | 10,609.     | 11,357.     | 12,103.     |
| 10.           | 9546.          | 10,322.     | 11,100.     | 11,877.     | 12,657.     |
| 11.           | 9997.          | 10,808.     | 11,621.     | 12,434.     | 13,246.     |
| 12.           | 10,471.        | 11,319.     | 12,167.     | 13,016.     | 13,866.     |
| 13.           | 10,969.        | 11,855.     | 12,739.     | 13,624.     | 14,510.     |
| 14.           | 11,493.        | 12,417.     | 13,341.     | 14,268.     | 15,193.     |
| 15.           | 12,041.        | 13,008.     | 13,973.     | 14,939.     | 15,904.     |
| 16.           | 12,617.        | 13,628.     | 14,638.     | 15,648.     | 16,658.     |
| 17.           | 13,865.        | 14,967.     | 16,071.     | 17,172.     | 18,275.     |
| 18.           | 14,531.        | 15,648.     | 16,838.     | 17,992.     | 19,147.     |
| 19.           | 15,234.        | 16,438.     | 17,641.     | 18,847.     | 20,050.     |
| 20.           | 16,744.        | 18,061.     | 19,381.     | 20,699.     | 22,021.     |
| 21.           | 17,556.        | 18,935.     | 20,314.     | 21,694.     | 23,076.     |
| 22.           | 18,408.        | 19,853.     | 21,297.     | 22,740.     | 24,186.     |
| 23.           | 19,305.        | 20,816.     | 22,327.     | 23,838.     | 25,349.     |



APPENDIX "B"

(Continued)

5 years = 2%  
10 years = 4%  
15 years = 6%  
20 years = 8%

25 years = 10%  
30 years = 12%  
40 years = 14%

\* NOTE: This table reflects the \$500.00 increase.