

200220

STORAGE

Cumberland

Rutgers University 06-04

Cumberland County Board of Chosen Freeholders

A G R E E M E N T

Cumberland County PBA, Local 231

THIS AGREEMENT, made this 4th day of January, 1985 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 submitted certain issues to binding arbitration; and

WHEREAS, as a result of the agreements of the parties and determination of the arbitrator, 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, and it is the intention of the parties to continue the terms and conditions of that agreement 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:

X January 1, 1984 - Dec. 31, 1985

1. This agreement shall cover the term from January 1, 1984 through December 31, 1985.

2. All of the provisions of the agreement between the parties for the term January 1, 1982 through December 31, 1983 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 V, Dues Checkoff is hereby deleted and in place thereof shall be the following:

A. Employer agrees to deduct monthly membership dues in the Cumberland County Policemen's Benevolent Association, Local #231, 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 85% of the dues as allowed under the New Jersey law. The amounts to be deducted shall be certified to the employer by the Treasurer of the P.B.A. and the aggregate deductions of all Employees shall be remitted after each pay period in which deductions were made to the Treasurer of the P.B.A., together with a list of 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, provided it does not contravene any law.

B. Any written designation to terminate the dues deduction of P.B.A. and the filing of such notice shall be effective to halt full deduction as of the first pay period next succeeding

the date on which the notice of withdrawal is filed. Thereafter, deductions shall be made in the amount of 85% as per paragraph A.

C. The County agrees that upon request it will deduct dues for individuals and pay such dues to Local #231 or Local #299 as per N.J.S.A. 52:14-15.9e.

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

4. Article XXV, Salary Schedules, is hereby deleted and in place thereof shall be the following:

Article XXV  
Salary Schedules

All Employees shall be paid an annual base salary based upon a forty (40) hour week, fifty-two (52) week year pursuant to the following schedule:

	<u>1984</u> <u>Base Salary</u>	<u>1985</u> <u>Base Salary</u>
STEP 1	\$11,000	\$12,000
STEP 2	12,000	12,500
STEP 3	13,000	13,500
STEP 4	14,000	14,500
STEP 5	15,000	15,500
STEP 6	16,000	16,500
STEP 7	17,500	17,500
STEP 8		18,200

It is agreed that any employee hired after December 31, 1983 will be placed on Step 1. Employees who are hired prior to January 1, 1984 and who were on Steps 2, 3 and 4 prior to January

1, 1984 will remain at their 1983 Step and be paid at the 1984 rate for that Step as of January 1, 1984. Each such employee shall move to the next higher salary step upon the anniversary date of hire. Any employee moving up one step in the Salary 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.

Employees who were on Step 5 prior to January 1, 1984, shall move to Step 7 as of January 1, 1984 and shall move to Step 8 on January 1, 1985.

It is agreed that notwithstanding any of the above provisions, no employee shall receive a lower annual salary in 1984 than he or she was receiving on December 31, 1983.

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 next higher step after December 31, 1985, during the pendency of negotiations or arbitration for a successor agreement.

All 1985 increases in the amount paid for each Step become effective as of January 1, 1985. All 1984 increases in the amount paid for each Step will be adjusted retroactively as of January 1, 1984 as to the amount of the salary for each step and to the anniversary of date of hire as to movement to the next higher step. Retroactive pay shall be determined by dividing the base annual increment each employee receives by 26 and then multiplying that times the number of pay periods due each

employee to the date of payment. Retroactive pay shall not be paid to any person who was formerly an employee but whose employment terminated prior to December 5, 1984.

SUPERIOR OFFICERS

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

<u>Officer or Rank</u>	<u>1984</u>	<u>1985</u>
Captains	\$ 1800	\$ 1900
Lieutenants	1500	1500
Sergeants	1200	1200

All 1984 salary increases shall be paid retroactively by dividing the base increment each Superior Officer received by 26 pay periods and then multiply that number times the number of pay periods due each officer from January 1, 1984 to the date of payment.

It is agreed that notwithstanding any of the above provisions as to Line Officers or Superior Officers, no employee shall receive a lower annual salary in 1984 or 1985 than he was receiving in 1983.

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.

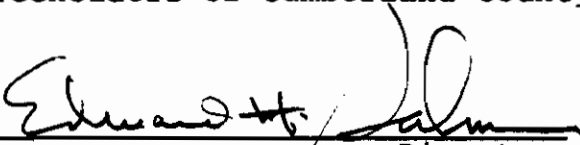
It is further agreed that no employee shall move to his next higher step after December 31, 1985, during the pendency of negotiations or arbitration for a successor agreement.

It is the intent of the parties to grant retroactive pay only to those employees on the payroll as of December 5, 1984.


5. So much of Article XXVI, Termination, as recites "this Agreement shall be effective on and as of the first day of January, 1982, and shall remain in full force and in effect as of the thirty-first day of December, 1983 shall be amended to read that "this Agreement shall be effective on and as of the first day of January, 1984, and shall remain in full force and in effect until the thirty-first day of December, 1985". All other provisions of these articles shall remain in full force and effect.


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 their duly authorized representatives.

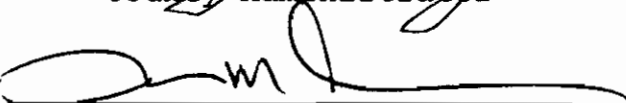
For the Board of Chosen  
Freeholders of Cumberland County

  
Director

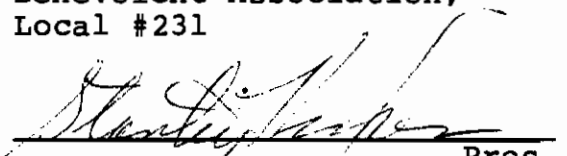
ATTEST:

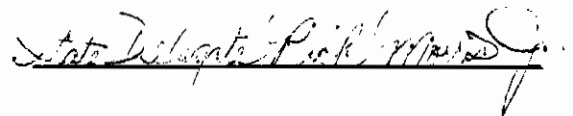
  
Clerk to the Board

  
County Administrator

  
County Solicitor

For the Cumberland  
County Policemen's  
Benevolent Association,  
Local #231

  
Pres.

  
State Delegate [unclear]