

Contract no. 454

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AGREEMENT

Between

THE COUNTY OF CUMBERLAND, NEW JERSEY

AND

CUMBERLAND COUNTY DEPARTMENT OF WEIGHTS AND MEASURES

POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 203

JANUARY 1, 1992 THROUGH DECEMBER 31, 1993

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AGREEMENT

THIS AGREEMENT, made this 1st day of January, 1988 by and between the Board of Chosen Freeholders of the County of Cumberland (hereinafter referred to as the Employer), and the Cumberland County Department of Weights & Measures, Policeman's Benevolent Association, Local 203, representing the Cumberland County Weights and Measures Officers, (hereinafter referred to as the Association), in accordance with Chapter 303, Public Laws of the State of New Jersey 1968 and Amendments thereto.

ARTICLE I

Recognition

Employer hereby recognizes Policeman's Benevolent Association, Local 203, as the exclusive representative and collective bargaining agent for collective negotiations with respect to rates of pay, wages, hours of work and other conditions of employment for the employees included in said unit, as follows:

Included:     Deputy County Superintendent of Weights & Measures  
                  Assistant County Superintendent of Weights &  
                  Measures  
                  Trainee - Weights & Measures

Excluded:     All other employees;

This recognition shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Chapter 303, Public Laws of 1968, N.J.S.A.

34:13A:-1 et seq.

## ARTICLE II

### Collective Negotiating Procedure

1. Collective negotiations with respect to rates of pay, wages, hours of work, and other conditions of employment and bargainable issues, shall be conducted by the duly authorized negotiating agent of the employee. Not more than (2) representatives, plus counsel and (1) expert, shall participate in collective negotiating meetings, except by consent of both parties.

2. Collective negotiations for the contract period beginning January 1, 1988, shall commence pursuant to the rules of the public Employment Relations Commission.

## ARTICLE III

### Visitation of Premises

Authorized representatives of the Association shall have the right to enter upon the premises of the Employer during working hours after notice to and approval by the Employer, for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with the work being performed or with proper service to the public.

## ARTICLE IV

### 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 classification; 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 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 V

Non Discrimination

Employer and the Association 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 Association, nor will the Employer encourage membership in any other Association or Union, or do anything to interfere with exclusive representation of the Association in the appropriate bargaining unit.

ARTICLE VI

Effect of Laws

The provision of this Agreement shall be subject to, and subordinate to, and shall not annul or modify existing applicable provisions of Federal and State Laws.

ARTICLE VII

Seniority

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

B. If a question arises concerning two or more employees who were hired on the same date, the seniority preference among such Employees shall be determined by the order in which such Employees are already shown in the Employer's payroll records, first name first preference, etc.

C. 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 Association upon request. No request for a list shall be made more than once per quarter. All such requests shall be on two weeks notice. In a determination of work assignment for shift change or job posting, seniority shall prevail providing all qualifications are equal.

## ARTICLE VIII

### No Strike Pledge

A. The Association assures and pledges to the Employer that its goal and purposes are such that it does not condone strikes or threats by public employees or work stoppage, slowdowns, or any other such actions which would interfere with service to the public or violate the constitution or laws of the State of New Jersey and the Association will not support anyone acting contrary to this provision.

B. The Employer agrees that there shall be no lockout of Employees during the term of this Agreement.

C. Any violation of this Article VIII shall constitute a material breach of this Agreement. Nothing stated elsewhere in this Article shall alter the parties' rights to seek judicial relief in law or in equity.



ARTICLE IX

Personnel Files

A. Upon advance notice and at reasonable times, any member of the Association may at any time review his personnel file. However, this appointment for review must be made through the Department Head, Personnel Office or by his designated representative.

B. Whenever a written complaint concerning an employee of his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut the complaint if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be deleted. However if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

C. All personnel files will be carefully maintained and safeguarded and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Association shall subject that member to appropriate disciplinary action.

ARTICLE X

Safety, Health and Administration

A. Employer and the Employees shall equally share the responsibility to investigate and correct any unsafe and unhealthful condition. They shall meet as necessary to view conditions in general and make recommendations to either or both parties when appropriate.

B. Employer agrees to provide wearing apparel, tools or devices necessary to insure Safety and Health of Employees as mutually agreed to by both parties.

## ARTICLE XI

### Training

A. Employer shall arrange for the State Superintendent of Weights and Measures to have the Weights and Measures Officers receive the training prescribed to Officers conducted under the direction of the State Superintendent per N.J.S.A. 51:1-64. Such training shall be received within one year of appointment, and shall include the basic Weights & Measures course conducted under the direction of State Superintendent of Weights & Measures in accordance with N.J.A.C. 13:47B-4.1. In no event shall such training be for a period of less than required by the State Superintendent in duration.

B. Training expenses in Measurement Sciences, either electronic or standard, at schools, seminars or conferences, mandated by the State Superintendent, shall be paid by the Employer. Training expense means course fees, mileage and meal expense and other expenses as mutually agreed to by both parties.

ARTICLE XII

Holidays

A. The following holidays are recognized a 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 other than the actual date of said holiday, and no additional day shall be received because of the adjustment of the day of celebration.

D. Holidays which fall on a 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 pay.

F. Employees who work the holiday shall be paid for their regular pay and shall receive a day off within fifty (50) days of the holiday worked. In the event the Employee is given a day in lieu of a holiday within the aforesaid fifty 9500 day period, that day shall be at the Employee's option provided the manpower needs of the department are satisfied. Employee shall give the Department Head five (5) working days advance notice. If work load or

scheduling prevents the Employee from taking the day off, the Employee shall be paid normal holiday pay instead.

G. In order to receive holiday pay the Employee must have worked the scheduled work day before and the holiday, and the day 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 fifty (50) 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 certificate with regard to any days not worked due to sickness at any time.

### ARTICLE XIII

#### Vacations

A. Full-time Employee 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, to accrue and not be advanced.
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.

Part-time Employee will receive prorated share of vacation.

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 Department Head, and the Personnel Director.

#### ARTICLE XIV

##### Sick Leave

A. Full-time permanent Employees shall be entitled to the following sick leave of absence with pay.

B. Part-time permanent employees shall receive pro-rated sick leave.

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. All sick leave for first calendar year shall accrue and not be advanced. 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 when needed.

2. Employees shall not be credited with sick leave days if they are on approved leave of absence without pay for periods in multiples of one (1) month or major part thereof.

3. Sick leave may be utilized by Employee when they are unable to perform their work by reason of personal illness, or illness in immediate family, accident or exposure to contagious disease.

4. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event later than his usual reporting time or other time as required or necessitated by the circumstances.

a. At the discretion of the appointing authority, he may at any time require the Employee seeking sick leave to submit acceptable medical evidence on the approved form.

b. If an Employee is absent for five (5) consecutive working days, a doctor's certificate shall be required upon return to work.

c. For sick leave totalling more than fifteen (15) days in a calendar year, a doctor's certificate shall be required upon returning to work. Sick leave taken with a doctor's certificate is not included within the fifteen (15) days aforementioned.

## ARTICLE XV

### Retirement

A permanent employee who enters retirement and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive fifty percent (50%) of his/her accumulated sick time as severance pay, said payment not to exceed \$9,000.00. This payment shall be paid in a lump sum after the effective date of retirement at a mutually agreed time within reason between the retired employee and employer. In the event that the County increases the maximum of \$9,000.00 for any other County employees, the County agrees to reopen negotiations with PBA Local 203 on this item.

ARTICLE XVI

Disability Leave: Occupational Injury

When an employee is incapacitated and unable to work because of any occupational injury or disease, as evidenced by certificate of a County designated physician or other doctor acceptable to the County, he shall be granted in addition to his annual sick leave with pay or any accumulations whereof, leave of absence with pay for a period of thirty (30) days or so much thereof as may be required, as evidenced by certificate of the County designated or accepted physician, but not longer than a period of which workmen's compensation payments are allowed.

If at the end of such thirty (30) day period the employee is unable to return to his respective employment, a certificate from the County designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave and vacation accumulated. In the absence of such election only workmen's compensation payments will be paid to the employee after the disability leave period and accumulated sick leave shall not be affected in any manner.

During the thirty (30) day disability leave period in which the full salary or wages of any employee is paid by the County of Cumberland, any compensation payments 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 County of Cumberland by the insurance carrier or the employee.

Whenever the County designated or accepted physician shall report in writing that the employee is fit to resume his or her duties, such employee shall forthwith report for duty.

Furthermore, if an employee, during the period of his disability is fit to perform "other" light duties, the County may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a County designated physician or other physician acceptable to the County.

## ARTICLE XVII

### Personal Leave

1. All employees covered in the contract shall be granted on annual allowance of three (3) days personal leave with pay. Newly hired employees shall be credited with the right to use such three personal days at the rate of one (1) day for each four (4) months of service. Those leaving the employ of the County who have then exceeded the use of personal days shall have the compensation for same deducted on a pro-rata basis from their last employment check.

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.

The employee must notify his supervisor at least forty-eight (48) hours in advance except in extreme emergency, whereby the supervisor may waive this requirement. Such personal day will be granted if there is no undue burden upon work requirements. The County will make every reasonable effort to grant employees days off requested.

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



## ARTICLE XVII

### General Leave

Leave of absence except as otherwise expanded herein, are to be administered according to the provisions of the New Jersey Administrative Code, Title 4, Department of the Civil Service.

## ARTICLE XIX

### Military Service

1. An Employee who is a member of the National Guard or reserves of the military or Naval Forces of the United States who is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice form his Commanding Officer prior to the effective date of such leave. Such leave 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 within the Armed Forces of the 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.

ARTICLE XX

Funeral Leave

All full-time employees shall be granted a leave of absence not exceeding three (3) working days from the date of death to the day of the funeral because of death of a member of their immediate family; and where the funeral services take place out of State, the leave of absence shall not exceed four (4) working days. Where the body of the deceased is transported in the State of New Jersey, the three (3) days shall be interpreted to mean working days; the three (3) days shall be computed from the time the body of the deceased arrives in New Jersey.

Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, grandchildren, brother, sister, mother-in-law and father-in-law and members of the family living in the same household with the employee. Proof of death may be required.

ARTICLE XXI

Work, Schedule, Overtime

1. The regular normal work week shall be defined as starting at 12:01 A.M. on Saturday and terminating at 12:00 Midnight on Friday.

2. The work day shall be eight (8) hours per day, forty (40) hours per week. The normal hours of employment for Employees covered by this Agreement shall originate at 8:30 A.M. and terminate at 4:30 P.M. The schedules shall be at the discretion of the Department Head and in accordance with n.J.S.A. 51:1-54. Employees may be required to work different

duty schedules as assigned by the Department Head in order to maintain a proper and efficient operation of this Department.

3. Overtime - Employees may be required to work in excess of the hours designated as the normal work week for their class title. Any Employee who is authorized or required to work beyond forty (40) hours actual work for his class title shall be compensated by cash at one and one-half times the regular pay. Holidays not worked shall be treated as time worked for purposes of calculating overtime.

#### ARTICLE XXII

##### Travel Allowance

1. Travel Allowance for authorized use of personal automobile will be at the rate of twenty-two (.22) cents a mile. If mileage allowances are increased for other County employees, such increases will be effective for those under this Agreement.

#### ARTICLE XXIII

##### Retention of Civil Rights

1. Employees shall retain all civil rights under New Jersey State Statutes.

## ARTICLE XXIV

### Grievance Procedure

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Union.

#### B. Definition

The term "Grievance" means any complaint, dispute or controversy concerning the interpretation, application or operation of this Agreement. Only one subject matter can be conferred in any one grievance and the article number must be specified on the Grievance Form.

The Employee may only exercise his/her rights to pursue a letter in one forum. Therefore, the grievance involves an alleged violation of rights and privileges specified in civil Service law and rules for which there is specific appeal to Civil Service, the employee must elect which procedure he/she wishes to follow.

Should the employee elect to proceed under this Article he/she shall have the right then to proceed on the same grievance within the Civil Service Rules and Regulations. If the employee proceeds under the Civil Service Rules and Regulations he/she shall have no rights under this Article.

Further, the employee cannot proceed under this Article and also initiate court action or other actions for the same grievance. For example, if an employee alleges he/she has been discriminated against in violation of Article V, the employee may elect to proceed by this grievance procedure, or through a state or federal anti-discrimination complaint or through Civil Service, but can only pursue one such remedy.

The Employer and the Association agree in conjunction with the Grievance Procedure that each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

C. Any grievance, dispute or complaint that might arise between the parties shall be settled as set forth in the following:

(i) Employee Grievances

Step 1. The grievance shall be taken up with the employee's Administrative Supervisor, in writing within five (5) working days of the occurrence or within five (5) working days, after he would reasonable be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the Supervisor shall then attempt to adjust the matter and shall respond within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing, by the Association and the employee to the Department Head within five (5) working days following the determination of Step 1. The Department Head shall meet with the Association and/or employee and respond in writing within five (5) working days, after the receipt of the grievance.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Association and the employee to the personnel Committee of the Board of Chosen Freeholders in writing within five (5) working days after the response from the Department Head is due. A hearing may be requested before Employer's Personnel Committee.

The Employer's Personnel Committee will render its decision within ten (10) working days.

The Association shall have thirty (30) days after this period to submit the grievance to the Public Employment Relations Commission to be handled in accordance with the normal Rules and Regulations of the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall have no authority to render an award which goes beyond the provisions of this Agreement. The fees and expenses for the arbitration shall be paid in full by the unsuccessful party.

#### (ii) Employer Grievance

If the Employer has a grievance against the Association it shall present its grievance to the Association in writing within five (5) working days of the occurrence or within five (5) working days after it would reasonably be expected to know of the occurrence. Failure to act within the said five (5) days shall be deemed to constitute an abandonment of the grievance.

The Association shall respond to Employer within five (5) working days. If the grievance remains unadjusted it shall be presented at a meeting of employer's representatives and representatives of the Association.

The Association shall render its decision within ten (10) working days.

The Employer shall have thirty (30) days after this period to submit the grievance to the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall have no authority to render an award which goes beyond the provisions of this Agreement. The fees and expenses for the arbitration shall be paid in full by the unsuccessful party.

ARTICLE XX

Salaries

Salaries shall be in accordance with Schedule A attached hereto and made a part hereof.

ARTICLE XXVI

Longevity

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

5 - 9 years of service . . . . .	\$100.00 each year
10 - 14 years of service . . . . .	\$200.00 each year
15 - 19 years of service . . . . .	\$300.00 each year
20 - 24 years of service . . . . .	\$400.00 each year
25 years of service thereafter . . . . .	\$500.00 each year

Years of service would mean the employee's total length of continuous service beginning with his original date of hire, provided that such service was not interrupted except by authorized leave of absence and except as modified by Civil Service.

## ARTICLE XXVII

### Health Care and Life Insurance

Employer, at its cost, shall provide Employees and their immediate families with a health care plan which shall include basic surgical and hospitalization, major medical, prescription drug, eye care and dental benefits. The provisions of the plan may include co-pay and deductible provisions and shall be at least equal to that provided to other bargaining units of Employer. Effective January 1, 1993 prescription co-pay shall be \$5.00 per prescription excepting for each prescription filled with a generic drug shall be \$3.00 co-pay.

In addition, Employer shall provide at its expense life insurance protection for Employees which shall be at least equal to that provided by Employer to Employees who are in other bargaining units of the Employer.

## ARTICLE XXVIII

### Meetings

Employer agrees to permit one representative of PBA Local 203 to attend three (3) PBA meetings per year for one (1) day each, without loss of pay. In addition, Employer agrees to permit two (2) representatives of PBA Local 203 to attend a yearly conference of the Weights & Measures Association.



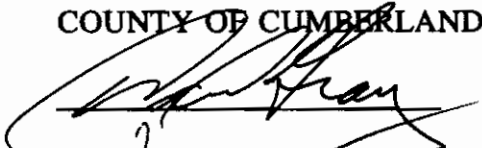
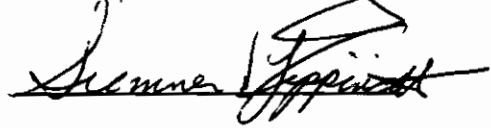
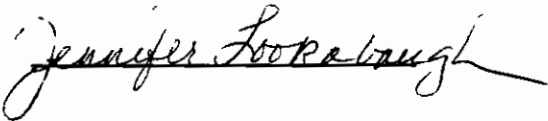
ARTICLE XXIX

Effective Dates

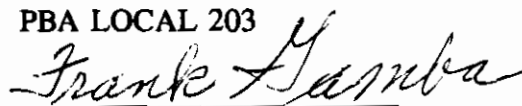


This agreement shall be effective as of January 1, 1992 and continue until the 31st day of December, 1993. This agreement shall automatically renew itself on a year-to-year basis after the initial term unless either party gives at least sixty (60) days notice to terminate or modify this agreement, and it shall remain in full force and effect during all periods of negotiations and until the new Agreement is formally agreed upon.

This Agreement between the County of Cumberland, New Jersey and PBA Local 203 has been executed this 13<sup>th</sup> day of August , 1992.

COUNTY OF CUMBERLAND

PBA LOCAL 203

SCHEDULE "A"

SALARIES

Effective as of January 1, 1992 the Employees named below, who are covered under the terms of this Agreement, shall be paid for work performed in accordance with the annual salary listed below, retroactive to January 1, 1992.

	<b>FRANK GAMBA</b>	<b>JONAS E. TOWNSEND, JR.</b>
	<b>DEPUTY COUNTY</b>	<b>ASSISTANT COUNTY</b>
	<b><u>SUPERINTENDENT</u></b>	<b><u>SUPERINTENDENT</u></b>
1992	\$25,621.00	\$22,440.00
1993	\$26,902.00	\$23,562.00

