

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**between**

**CUMBERLAND COUNTY BOARD OF CHOSEN  
FREEHOLDERS**

**and**

**CUMBERLAND COUNTY SUPERIOR OFFICERS  
ASSOCIATION (CORRECTIONS), FRATERNAL ORDER OF  
POLICE LODGE #194 /NJFOP LABOR COUNCIL**

**JANUARY 1, 2018 THROUGH DECEMBER 31, 2022**

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**PREAMBLE**

THIS AGREEMENT, made this 1st day of January, 2018 by and between the Board of Chosen Freeholders of the County of Cumberland (hereinafter referred to as "County" or "Employer"), and Cumberland County Superior Officer's Association (Corrections), Fraternal Order of Police Lodge # 194 / NJFOP Labor Council, representing the Sergeants, Lieutenants and Captains in the Cumberland County Department of Corrections (hereinafter referred to as "FOP", the "Association", the "SOA", the "Union" or "Employees").

WHEREAS, the wellbeing of the employees covered by this Collective Negotiation Agreement and the efficient administration of the Cumberland County Department of Corrections are benefited by providing employees with the right to negotiation with respect to the terms and conditions of their employment.

NOW, THEREFORE the employer and employees do hereby agree as follows:

**ARTICLE ONE**

**RECOGNITION**

Employer hereby recognizes the Cumberland County Superior Officer's Association (Corrections), Fraternal Order of Police Lodge #194 / NJFOP Labor Council as the exclusive representative and bargaining agent for the Sergeants, Lieutenants, and Captains affiliated with the Cumberland County Department of Corrections, for the purpose of acting as bargaining agent for establishment of salaries, wages, hours, and other conditions of employment. This recognition, however, shall not be interpreted as having the effect of abrogating the rights of Employees as established under the laws of 1968, Chapter 303, as amended by Chapter 123 P.L. 1974. This

Agreement shall not apply to the non-supervisory line correction officers or any other employees of the Department of Corrections, other than those specified herein.

## **ARTICLE TWO**

### **MANAGEMENT RIGHTS**

The Employer retains the right in accordance with applicable law and regulation directly and by way of delegation to designated personnel: (1) to direct all operations of the County; (2) to direct all employees of the County; (3) to hire, promote, transfer, assign and retain employees in positions within the Department of Corrections, and to suspend, demote, discharge, or take other disciplinary action against employees for good and just cause; (4) to maintain the efficiency of the government operations entrusted to it; (5) to determine the methods, means, and personnel by which such operations are to be conducted; (6) to determine the number and kind of job classifications, titles and positions; (7) to contract work including but not limited to professional and other specialized services; (8) to take whatever action may be necessary to comply with State and Federal law and regulations. 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 may have on employees, including but not limited to questions of workload or manning, are within the scope of collective bargaining. All management rights are subject to this Agreement and applicable law.

## **ARTICLE THREE**

### **GENERAL PROVISIONS**

A. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decisions of the Court shall apply only to the specific portion of the Agreement affected by such decision.

- B. It is agreed by the parties that they will consult with each other from time to time at the reasonable request of either, to discuss matters of general interest and concern, matters which do not constitute agreements as herein above defined. Such meetings shall be initiated by written requests of either party, which shall reflect the precise intent of the meeting, and shall provide at least seven (7) days' advance notice. Said meeting shall occur within forty-five (45) days of said request.
- C. The jurisdiction and authority of the Employer over matters not covered by this Agreement are expressly reserved by the Employer.
- D. Any provision of this Agreement found to be in violation of any future local or national legislation, shall be subject to renegotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.
- E. Whenever a civil, criminal or quasi-criminal action or other legal proceeding has been or shall be brought against any employee for any act or omission arising out of and in the course of the performance of his/her duties as an employee of the County, and such action results in final disposition in favor of such person, the County shall defray all costs of defending such action, including reasonable counsel fees at an hourly rate between \$125 and \$175 per hour in the discretion of the employer depending upon the nature of the matter and the experience of the counsel involved and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom. The employer's responsibility herein does not include the defense by the employee of disciplinary or other proceedings instituted against him/her by the County or any criminal proceeding instituted by or on complaint by or on

behalf of the County unless such costs are required to be paid and/or reimbursed by law. Legal fees and expenses must be incurred pursuant to a written retainer agreement and will be paid only to extent the services and expenses are deemed reasonably necessary by the County to defend the matter. The attorney selected to defend such action shall be selected and approved by the County, which shall establish such administrative procedures as may be necessary for payment, reporting, and other implementation of this section. Employees may not engage their own attorney(s) without prior approval of the County. If an employee does so, employee does so at his/her own risk and expense, with no reimbursement by the County under this section.

#### **ARTICLE FOUR**

#### **DUES CHECK-OFF**

- A. Employer agrees to deduct monthly membership dues in the Cumberland County, Superior Officer's Association, Fraternal Order of Police, Local #194 / NJFOP Labor Council, from the pay of those Employees who individually request in writing that such deductions be made. For employees who have not signed and submitted to the County a written authorization allowing the deduction of regular union dues, the County shall deduct from the wages of such employees eighty-five percent (85%) of the dues as allowed under New Jersey law. The amounts to be deducted shall be certified to the Employer by the Treasurer of the F.O.P., and the aggregate deductions of all Employees shall be remitted after each pay period in which deductions were made to the Treasurer of the F.O.P., together with a list of the names of all Employees for whom deductions were made. It is understood that such authorization shall remain in effect for the term of this Agreement, providing it does not contravene any law.
- B. Any written designation to terminate the dues deduction of FOP, 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 an amount not to exceed eighty-five percent (85%) as per paragraph A.

- C. The County agrees that upon request it will deduct dues for individuals and pay such dues to Cumberland County, Superior Officer's Association, FOP Lodge #194 as per N.J.S.A. 52:14-15.ge.
- D. This article shall become effective as of the first pay period in May 1997, after receipt from FOP of their request of those employees who request in writing that deductions be made and after certification by FOP to county of a valid demand and return system as required by N.J.S.A. 34:13A-5.6.

## ARTICLE FIVE

### SENIORITY OF EMPLOYEES

- A. Seniority is defined as an Employee's total length of employment as a Correction Officer and Superior Officer by the Cumberland County Department of Corrections for purposes of determining overtime assignment, vacation schedules and days off. Other incidents of employment such as amount of sick leave, amount of vacation leave and shall be determined by the employee's total length of employment by Cumberland County.
- B. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.
- C. If a question arises concerning the seniority status of two or more Employees who were hired on the same date, preference shall be given in accordance with N.J. Department of Personnel Rules and Regulations.
- D. Employer shall maintain an accurate, up to date seniority roster, showing each Employee's date of hire, classification, and pay rate, and shall furnish copies of same to the FOP upon request.



In any determination of work assignment for shift change or job posting, seniority, based on time in rank, shall prevail providing all other qualifications are equal.

- E. Temporary appointment to a position by the Administration will not exceed a two (2) month period without the position being posted and given out as outlined in Paragraph D.

## ARTICLE SIX

### NON DISCRIMINATION

Employer and Employees recognize that there shall be no discrimination by reason of sex, creed, race, origin or political affiliation insofar as employment or application for employment is concerned, or as a condition of employment. Employer further agrees that it will not interfere with or discriminate against any Employee because of membership in, or legitimate activity on behalf of, FOP Lodge # 194, nor will the Employer encourage employee membership in any other Association or union, or do anything to interfere with the exclusive representation of the bargaining unit by FOP Lodge # 194.

## ARTICLE SEVEN

### NO STRIKE PLEDGE

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

## ARTICLE EIGHT

### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.
- B. Nothing herein will be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate members of the Department.
- C. The term "grievance" as used herein, means any controversy arising over (1) the interpretation, application, or alleged violation of the terms and conditions of this Agreement, or (2) any controversy arising out of policies, discipline or administrative decisions affecting the terms and conditions of employment including the discipline of any employee without good and just cause. A grievance may be raised by an employee, the association on behalf of the individual, or a group of individuals. As used in this Article, "business day" is defined as any day that is not a Saturday, Sunday, or legal holiday as holiday is defined in Article 12."
- D. Grievances shall be filed by either party by electronic mail to an agreed-upon address, by hand-delivery, by facsimile to a pre-designated telefax number, or by certified mail. Where grievances or responses thereto are filed by either party by certified mail, the postmark shall be considered the date on which the grievance or response is filed, but the date on which the certified return receipt is signed shall be deemed the date on which the time to respond or to take other appropriate action under this section commences.
- E. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent:

**STEP 1**

The grievance shall be submitted in writing to the Warden by the grievant or Union within ten (10) business days of the occurrence of the event triggering the grievance. The Warden shall submit a written answer to the local representative of the grievant within ten (10) business days of the submission date.

**STEP 2**

If the grievance is not satisfactorily adjusted at Step 1, the grievant, the Association, or the Association's attorney or representative may appeal to the County within ten (10) business days after the receipt of the written answer at Step I. The County shall hear the grievance within ten (10) business days after receipt of the request for the Step 2 hearing. The County shall submit a written decision of the grievance within ten (10) business days after the hearing at Step 2. The County Director of Human Resources shall serve his decision upon the grievant, the Association and the Association's attorney or representative.

**STEP 3**

If the grievance is not satisfactorily adjusted at Step 2, the grievant, the Association, or the Association's attorney or representative may, within fifteen (15) days after receiving the decision of the County Personnel Grievance Committee, request arbitration, the cost of which shall be borne equally by both parties. The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Association through the Public Employment Relations Commission ("PERC"), within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, PERC shall be requested by either or both parties to provide a panel of five (5) arbitrators. The arbitrator shall then be selected pursuant to PERC procedures. The arbitrator shall restrict his inquiry to the standards established by this agreement. The findings of

the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his/her decision as soon as possible after the conclusion of the testimony and argument.

D. Failure to file a written grievance within ten (10) days of the occurrence of the event triggering the grievance shall constitute a waiver of any right to grieve the dispute.

F. The failure of management to respond within ten (10) days at Step I will result in the grievance automatically moving to the next level.

G. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any employee.

## **ARTICLE NINE**

### **PERSONNEL REGULATIONS**

A. Duty rosters shall be prepared and posed specifically setting forth the duties of each person and/or title.

B. Rules and regulations for employee conduct shall be distributed in writing to each Employee. Such rules and regulations shall be reviewed by Employer at least once each year.

C. All personnel shall receive, at least once each calendar year, an evaluation of their performances, consisting of learning abilities and initiative, dependability, ability and willingness to follow directions and the rules of the Department. The evaluation will be done by the employee's most immediate superior and a copy shall be provided to said employee. A copy of said evaluation containing the employee's signature as verifying receipt shall become part of the individual's file.

D. No individual shall be employed by Employer as a Sergeant, Lieutenant, or Captain who shall have been convicted of any violation of any criminal statute in this or in any other jurisdiction.

E. The County reserves the right to require fitness for duty evaluations under applicable law. Employee personnel files shall be maintained pursuant to State and Federal law. Prior to any adverse material being placed in a personnel file, the employee affected shall be given a copy of the material. The employee may respond in writing. The written response shall be attached to the adverse material in the file.

## ARTICLE TEN

### SAFETY, HEALTH AND ADMINISTRATION

- A. Employer shall at all times maintain safe and healthful working conditions, and will provide Employees with any wearing apparel, equipment, tools or devices reasonably necessary in order to ensure their safety, health and security.
- B. Employer and the SOA shall each designate two (2) safety committee members, whose responsibility shall be to investigate and correct any unsafe and unhealthful condition at the jail. They shall meet periodically as necessary to view conditions in general and to make recommendations to either or both parties when appropriate.
- C. Employer may establish reasonable and necessary rules of work and conduct for Employees, which shall be equitably applied and enforced.
- D. Employer shall provide a locker room for Employees, if space is available, together with designated bulletin board areas, which shall serve as the location for all official notices from Employer to Employees; and for the posting of S.O.A. announcements and other information.
- E. The SOA shall receive a copy of the New Jersey Department of Corrections periodic report of conditions at the Cumberland County Jail.

F. To promote the personal safety of employees, management shall determine and advise the SOA of the minimum number of Officers working in the jail on any shift. Said force to be maintained whenever possible.

## **ARTICLE ELEVEN**

### **TRAINING**

Employees shall have previously received the required training at a certified Correctional Academy in compliance with the requirements imposed by N.J.A.C. 10A:31-5.3 and the Police Training Commission prior to promotion to the rank of Sergeant. Employees shall also receive such additional supervisory training deemed appropriate by the Warden.

## **ARTICLE TWELVE**

### **HOLIDAYS**

A. The following holidays are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
General Election Day	President's Day
Veterans Day	Good Friday
Thanksgiving Day	Memorial Day
Fourth of July	Christmas

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 (1) day of celebration in the event that holidays are celebrated on a day other than the actual date of the said holiday, and no additional day shall be received because of the adjustment of the day of celebration.

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

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

F. Employees who work the holiday shall be paid their regular pay and shall receive a day off. In the event the employee is given a day off in lieu of a holiday, the day shall be at the employee's option provided the manpower needs of the Department are satisfied and further provided the employee provides his/her supervisor at least 72 hours' advance notice. If the County prevents the employee from taking the day off, the employee shall receive normal holiday pay instead. Employees shall also be able to accumulate holidays up to a maximum of 10 (eight hour days) per year. Any holiday not used will be paid by the County no later than December 15<sup>th</sup>. However, employees cannot request to be paid out during the year. If an employee uses vacation time over a holiday, the employee must take the holiday instead of using vacation time.

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

## ARTICLE THIRTEEN

### VACATIONS

- A. Full-time Employees shall be entitled to vacation with pay consistent with County Policy 2.03 and as follows:
1. For Employees with less than one (1) year of completed service, one (1) working day for each month of service.
  2. For Employees with one to five (1-5) years of completed service, twelve (12) days.
  3. For Employees with six to twelve (6-12) years of completed service, fifteen (15) days.
  4. For Employees with thirteen to twenty (13-20) years of completed service, twenty (20) days.
  5. For Employees with more than twenty (20) years of completed service, twenty-five (25) days.
- B. Where in any calendar year the vacation or any part thereof is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Not more than 40 hours days may be carried over without specific approval by the Warden or his designee, and the Personnel Department.
- C. Employees hired after January 1, 2018, shall receive no greater than 160 hours of vacation time regardless of their length of service.
- D. Employees who have exhausted all sick time may use a maximum of 48 vacation hours in lieu of sick time contingent upon the employee's providing a physician's note for all 48 hours.



## ARTICLE FOURTEEN

### SICK LEAVE

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

1. During the first year of service, one and one-quarter (1 ¼) working days sick leave with pay for each month of service from and after the date of first appointment and fifteen (15) days per year thereafter. Sick leave may be taken in increments pursuant to the policy concerning same as set forth in the County Employee Manual. If an employee does not utilize his/her entire allowable sick leave for any calendar year, the amount of unused sick leave shall accumulate to his/her credit from year to year. The employee shall be entitled to utilize such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined by the regulations of the NJ Department of Personnel.
2. If any Employee is absent for four (4) consecutive working days, or for more than ten (10) days in anyone calendar year, for any of the reasons set forth herein, Employer shall require acceptable evidence on the form prescribed. The Doctor's certificate shall note the number of days the employee has been under the Doctor's Care. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.
3. At the discretion of the Employer, any Employee seeking sick leave, or returning from sick leave, may be required to submit acceptable medical evidence or undergo a physical examination. If the sick leave is not approved, the time involved during which an Employee is absent shall be charged to his vacation credit, if any, or otherwise the Employee will suffer the loss of pay for such time.

4. An Employee who does not expect to report for work because of personal illness, or for any reasons hereinabove defined as sick leave, shall notify his immediate superior, by telephone or personal message, at least two (2) hours before the scheduled beginning of his tour of duty.
  5. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved upon the submission of a certificate of the local Department of Health.
- B. SICK LEAVE BUYBACK: Any permanent employee who has used less than five (5) days sick leave in a calendar year may, as an option, sell back his/her accrued sick time at a rate of two (2) days sick time for one (1) days' pay, up to a limit of ten (10) sick days per year. Application must be made on or before January 10th of the New Year. Said amount shall be paid before January 31st of the new year based on the employee's hourly rate for the prior year. To qualify, an employee must retain a minimum of ten (10) sick days in their sick leave bank.
- C. FMLA and sick leave shall run concurrently.

## **ARTICLE FIFTEEN**

### **WORKER'S COMPENSATION**

1. When an employee is incapacitated because of an occupational injury or disease (as determined by a physician designated by the employer's worker's compensation administrator), the employee shall be paid their full base salary for the initial thirty (30) days of job related disability.
2. If the employee remains incapacitated due to occupational injury or disease after the initial thirty (30) day period of disability expires, the employee shall receive worker's compensation benefits in accordance with the laws of New Jersey.

3. Time off for worker's compensation eligible occupational injury or disease shall not be charged against the employee's accumulated sick leave.
4. If the employee remains incapacitated after the initial thirty (30) day period, the County shall continue to remit pension contributions for the employee during said workers compensation leave without pay.

## ARTICLE SIXTEEN

### OTHER LEAVES OF ABSENCE

Leave of absence for Employees shall be granted as provided in the Department of Personnel Statutes and Rules and Regulations thereunder. Vacation leave will not be advanced. All time off during a regularly scheduled work day shall be credited toward accrued leave time. Any request for unpaid leave must be approved in advance by the Director of Human Resources.

#### A. Personal Leave

1. All employees covered by the within agreement shall be granted an annual allowance of four (4) days personal leave with pay.
2. Personal leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation shall be cancelled. Unlike other leaves, when an employee separates, there shall be no reduction or repayments of funds for the day already used in the calendar year of separation. The Employee must notify his supervisor at least twenty-four (24) hours in advance except in extreme emergency, whereby the supervisors may waive this requirement.
3. The priority in granting such request for personal leave shall be as follows:
  - a. Emergencies;
  - b. Observation of religious or other days of celebration;

c. Employee personal business.

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

**B. Military Service**

1. An Employee who is a member of the National Guard or Reserves of the Military or Naval forces of the United States who is required to undergo field training shall be granted a leave of absence 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 from his Commanding Officer prior to the effective date of such leave. Such leave of absence shall not exceed two (2) weeks annually and shall be consistent with Cumberland County Policy.
2. All other military leave shall be consistent with the policy of Cumberland County and the then applicable State and Federal laws.

**C. Funeral Leave**

All full-time employees shall be granted a leave of absence not exceeding three (3) days per occurrence because of death of a member of their immediate family. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, step-mother, step-father, stepson, stepdaughter, brother, sister, mother-in-law, and father-in-law and members of the family living in the same household with the employee. Employees will be granted four days of absence as provided above if the funeral is greater than a distance of a 150 mile radius of the jail facility.

**E. General Leave**

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

1. Performing jury duty.

2. Commanded to appear as a witness and not a party before a Court, Legislative Committee, or Judicial or Quasi-Judicial Body, other than in connection with the performance of his duty as Employee.
3. Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.
4. Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other rights, privileges or benefits of Employees.
5. When a trial, plenary hearing or administrative law hearing is occurring in conjunction with litigation or proceedings in which an employee has been named as an individual defendant by virtue of his or her employment, said employee shall be permitted to attend same without loss of pay, barring any sequestration order. Said employee shall provide his or her immediate superior with as much notice as possible and shall promptly return to duty upon completion of the proceedings.

## **ARTICLE SEVENTEEN**

### **WORK SCHEDULES**

Except as set forth below, the work schedule shall consist of three (3) shifts covering twenty-four (24) hours per day, seven (7) days per week. The three (3) shifts shall be scheduled for eight (8) hours per day as follows: 6 AM to 2PM, 2 PM to 10PM, and 10 PM to 6 AM. . Employees shall be scheduled for five (5) consecutive working days on, followed by two (2) consecutive days off. Management retains the discretion to determine the number of staff needed and posts/assignments required for each work shift and facility. Effective January 1, 2020, the County may, with no less

than 90 days' notice to the union, implement a revised 8-hour work schedule and/or a 12-hour work schedule if necessary to address exigent circumstances which are in the best interests of the County and the Department of Corrections. If such a change is implemented, all leave time shall be converted to hours such that one day equals eight hours. Employees may exchange shifts with a supervisor of the same rank provided that the exchange is approved and scheduled by the Warden or his designee. Captains will work either Tuesday through Saturday or Sunday through Thursday.

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

Whenever a Superior Officer is assigned to cover a work period for a Supervisor of a higher rank for a minimum of eight (8) hours, that Supervisor will receive the pay of that higher rank.

The FOP president will be permitted to use a County computer for the purposes of conducting FOP/Union business.

## **ARTICLE EIGHTEEN**

### **OVERTIME PAY**

#### **A. Overtime Defined**

1. Except as hereinafter provided, overtime shall refer to any working hours beyond the regular hours of duty as described in Article Seventeen. Employees shall receive one and one half (1 1/2) times the regular hourly rate for all hours worked in excess of eighty (80) in a two week period whether the employee works an eight hour shift or a twelve hour shift. For purposes of this Section, only holiday, personal, vacation, sick (subject to the following 48-hour limitation) and

union leave time shall be included as "time worked" for purposes of overtime eligibility. Sick leave shall not be considered "time worked" for purposes of overtime after an employee has used 48 hours of sick time in a calendar year. .

2. When an Employee has been granted a day off and is subsequently summoned for duty on that day, one and one-half (1 1/2) time the regular rate shall be paid.

3. If an employee works on a holiday and thereafter is compensated an additional eight hours in either monetary compensation or compensatory time (i.e., in addition to his/her regular rate of pay for that holiday), the additional compensation/compensatory hours shall not be considered "holiday time" for purposes of overtime eligibility and are therefore not included in the calculation of hours worked for purposes of overtime eligibility. All other holiday time is considered time worked for purposes of overtime.

4. If an Employee is recorded as "absent without pay" during a work week, said time shall not be considered hours worked for overtime computation.

5. Employees shall only be permitted to interchange shifts if such arrangement is approved by the Warden or his designee. Straight time rates shall apply to this substitute period. Only hours worked in excess of the substitute period shall qualify for overtime compensation.

6. Compensatory Time: Employees may convert 8 hours of earned overtime to compensatory time in lieu of monetary payment. Employees may not accumulate greater than 80 hours of compensatory time in a calendar year. Unused compensatory time in any calendar year may not be carried over to the succeeding year. Unused compensatory time not used in a previous year will be paid out in January of the succeeding year at the previous year's rate. All use of compensatory time must be approved by the Warden or his designee.

B. **Meetings and Conferences**

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

- C. Overtime shall be paid in cash, and shall be paid at time and one-half (1 ½) of regular hourly rates of pay for each Employee.
- D. Overtime shall be paid currently, in the pay period following the performance of overtime work.
- E. No Employee shall have his regular work schedule or regular day off schedule changed for the purpose of avoiding payment of overtime at any time. No work shifts shall be changed without first having discussed such changes and the needs for same with the Association, and the Employee affected.
- F. Whenever any Employee is assigned out of the County on a matter that requires service for more than one day, he shall be allowed reasonable expenses for transportation, food and lodging costs actually incurred.
- G. Overtime will be distributed, whenever possible, according to seniority with an availability list to be maintained and posted. Acceptance or rejection of overtime will cause the top name on such a list to be placed at the bottom. No Employee shall reject mandatory overtime.
- H. Employer shall not reduce the work crew for the purpose of avoiding payment of overtime. This provision shall not infringe upon Employer's right to eliminate positions for economy reasons, subject to the rules of the Department of Personnel.



- I. Overtime shall include time for any job related Court appearance by any employee during other than his/her regular working hours in excess of eight (8) hours per day or forty (40) hours per week.
- J. Whenever a Captain is required to be on-call, he/she shall receive four (4) hours of pay at OT rate per week.
- K. FOP 194 recognizes the importance to the County of overtime reduction at the Cumberland County Jail. As such, the County and the Union agree that during the negotiations for a successor agreement that the parties will exchange proposals and that the parties agree to negotiate over those proposed changes for overtime reduction in the next contract, January 1, 2018 starting date.

## ARTICLE NINETEEN

### CALL IN TIME

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

## ARTICLE TWENTY

### CREDITS FOR EMPLOYEES

#### A. Medical Examination

A thorough Medical Examination will be given to all personnel upon hiring. Said examination shall be at the Employer's expense.

#### B. Travel Allowance

If any Employee shall be required to use a personal vehicle in connection with the performance of his duties, he shall be allowed a mileage credit in the amount consistent with County Policy 5.03, but shall not be less than the current rate of forty cents (\$0.40) per mile traveled, subject to the Rules and Regulations of the County Administrator.

**C. Reimbursement**

The County shall provide employees with tuition reimbursement subject to the following requirements and limitations:

1. The employee must have at least one (1) year of full-time service and be still employed as a Sergeant, Lieutenant or Captain in the Department of Corrections.
2. The college course must be taken at an accredited school approved by the County before tuition costs are incurred.
3. The college course must be related to the employee's correctional or supervisory duties.
4. The employee must have completed the approved course with a grade of "C" or better. Proof of course completion and grade and a paid, dated receipt evidencing tuition payment must be submitted.
5. Employees must apply to the Warden to receive tuition reimbursement at least sixty (60) days prior to the start of the semester. Once approved by the Warden, the application shall be forwarded to the Director of Personnel and Human Resources for approval by the Personnel Committee.
6. Because funds are limited, annual expenditures for tuition reimbursement for the entire bargaining unit shall be limited to one (1 %) percent of the total payroll for employees in the bargaining unit. Tuition reimbursement funds shall be awarded on a first-come, first-served basis until funding is exhausted.

7. Maximum tuition reimbursement per employee shall be ONE THOUSAND TWO HUNDRED (\$1,200) DOLLARS per year. Reimbursement shall not exceed EIGHTY (\$80.00) DOLLARS per credit hour for undergraduate courses and ONE HUNDRED FORTY FIVE (\$145.00) DOLLARS per credit for graduate courses.
8. Costs for books and supplies and other charges shall be borne by the employee.

**D. Uniforms**

The practice of providing uniforms or compensation for employees to purchase their own uniforms shall be eliminated as of December 31, 2014. The employee shall be responsible for purchasing all of their clothing. The clothing maintenance allowance shall also be eliminated as of December 31, 2014. The County shall continue to be responsible for providing the required protective vest.

**E. Shift Differential**

Employees shall receive a shift differential rate of \$0.25 per hour for each hour worked on the 10PM to 6AM shift or, in the event the employer elects to implement a 12-hour shift as provided for in this agreement, such shift differential shall be paid for work provided during the period commonly known as the "midnight" or "overnight" shift (e.g., 7P-7A or 9P-9A).

**ARTICLE TWENTY-ONE**

**LIFE, HEALTH AND GENERAL LIABILITY INSURANCE**

**A. Health Insurance Benefits**

FOP 194 agrees that each of its members will accept the OMNIA base plan (summary of plans attached hereto as Exhibit A) as their base medical/prescription plan. Prescription for all plans shall be \$10, \$25, or \$50. ER co-pay for all plans to be \$100. The County will pay an incentive for

members' agreeing to OMNIA, which incentive is reflected in an additional base salary increase in members' salaries of \$1725 in 2018.

If an employee chooses another plan (other than the OMNIA base plan) offered by the County, the employee will be responsible for the difference in premium paid by the County (between the OMNIA base plan and the plan chosen by the employee) in addition to the applicable Chapter 78 contribution resulting from the employee's choice.

Any employee hired prior to 12/31/17 shall be eligible for retiree benefits under County Policy 2.11 which may be amended from time to time. All employees shall be eligible for retirement benefits under County Policy 2.11 notwithstanding the eligibility requirements based on hiring date. There shall be no 80/20 retiree health benefits for any employee hired after January 1, 2018 once said employee reaches Medicare eligibility. The County shall also provide supplemental optical plan coverage.

The Employer shall have the right to change health plan providers, change health insurance plans, or implement a self-insured health benefit plan provided that the benefits and coverage of any new plan are, in the aggregate, substantially equal to the plans in effect as of the ratification of this Agreement. Any unresolved disputes regarding whether the benefits and coverage of a proposed new plan are, in the aggregate, substantially equal to the plan now in effect as modified above, may be submitted to expedited arbitration.

In the event that the Employer seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the employer agrees to provide the Union with 30 days' notice before any such change is to take place, in order to permit the Union and the Employer to meet and discuss the proposed change and the effects of such change on bargaining unit employees.

The County dental plan benefit level shall be 50/50 of covered benefit limits with an employee co-pay of 20% of the amount of the premium.

**B. Life Insurance**

Employer shall provide full-time employees with life insurance coverage. The County Employee Group Life Insurance Police death benefit shall be in the amount of \$7,500.00. When an authorized Leave of Absence without pay due to illness or other emergency leave is granted, life insurance shall be continued for the first thirty (30) days of said leave. When an employee is injured on the job, life insurance benefits may be continued by the County at its discretion for a period not to exceed one year from the date of injury provided said injury is recognized as eligible for worker's compensation.

**C. Employee Liability**

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

**ARTICLE TWENTY-TWO**

**SICK LEAVE ON RETIREMENT**

Any permanent Employee who retires and with any earned and unused accumulated sick leave shall be entitled to receive fifty (50%) percent of his/her accumulated sick time as severance pay, said payment not to exceed \$11,000. This payment shall be paid in a lump sum after the

effective date of retirement, or at a time mutually agreed upon by the retired Employee and Employer.

### **ARTICLE TWENTY THREE**

#### **ASSOCIATION RIGHTS AND PRIVILEGES**

Members of the union's executive board may use up to 40 eight-hour days to conduct FOP business as may be authorized by the Warden or his designee. Said days are exclusive of their attendance at the FOP Mini-Convention and the FOP National Convention. Such days shall not include contract negotiation sessions.

### **ARTICLE TWENTY-FOUR**

#### **DURATION AND RENEWAL**

This Agreement shall be effective on and as of the first day of January, 2018 and shall remain in full force and in effect through the thirty-first day of December, 2022. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiating shall begin no later than ninety (90) days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations until superseded by a successor Agreement or binding interest arbitration award.

### **ARTICLE TWENTY-FIVE**

#### **SALARIES**

Salaries for existing Superior Officers are reflected on Exhibit B. Employees subject to the Salary Guide attached as Exhibit C shall progress through the steps in the guide on January 1<sup>st</sup> of

each year after the expiration of the agreement. During the term of this Agreement, the compensation schedule will not be changed unless by mutual consent of the Employer and Union. Pay days shall be consistently on Fridays except when holidays prevent , and in such cases, said conflict pay day shall occur before said Friday.

IN WITNESS WHEREOF, the County of Cumberland, by and through its Board of Chosen Freeholders and the Cumberland County Superior Officer's Association (Corrections), Fraternal Order of Police Lodge # 194, have caused this Agreement to be signed by their duly authorized representatives.

**FOR THE COUNTY:**

Ken Meese 8-8-18  
Date

Craig E. Atkinson 8/8/18  
Date

Kimberly E Wood 8/8/18  
Date

Pat Dull 8/9/18  
Date

**FOR FOP LOCAL 194:**

Darren Lovan 8-8-18  
Date

John Berg 8-8-18  
Date

Amy F Beag 8-8-18  
Date

John Eppel 8-8-18