

COLLECTIVE NEGOTIATIONS AGREEMENT

Between

CUMBERLAND COUNTY BOARD OF CHOSEN FREEHOLDERS/
CUMBERLAND COUNTY SHERIFF

AND

THE NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION
PBA LOCAL NO. 299 (SUPERIOR OFFICERS)

JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

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PREAMBLE

THIS AGREEMENT, made this 23 day of October, 2020, by and between the Board of Chosen Freeholders of the County of Cumberland, the Cumberland County Sheriff (hereinafter referenced as the "County," the "Sheriff" and collectively the "Employer"), and N.J.S.P.B.A.. Local 299, Superior Officers Association (hereinafter referenced as the "Union") representing the Sergeants, Lieutenants and Captains, affiliated with the Cumberland County Sheriff's Department.

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Superior Officers Association of PBA Local 299 as the exclusive representative and bargaining agent for only the following full-time, permanent, employees: its Captains, Lieutenants and Sergeants, for the purpose of acting as bargaining agent for the 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. This Agreement shall not apply to the Sheriff, the Undersheriffs, or any other employees of the Sheriff's Department other than - those specified herein.

Employees must be promoted by way of the New Jersey Civil Service Commission Rules and Regulations.

ARTICLE 2
MANAGEMENT
RIGHTS

The Employer retains the right in accordance with applicable law and regulation directly and by way of delegation to designated personnel to: (1) direct all operations of the county; (2) direct all employees of the County; (3) hire, promote, transfer, assign and retain employees in positions within the Sheriff's Department, and to suspend, demote, discharge, or take other disciplinary action against employees for good and just cause; (4) maintain the efficiency of the government operations entrusted to it; (5) determine the methods, means, and personnel by which such operations are to be conducted; (6) determine the number and kind of job classifications, titles and positions; (7) contract work including but not limited to professional and other specialized services; (8) take whatever action may be necessary to comply with state and federal law and regulations. All management rights are subject to this Agreement and applicable law. The County agrees that if any employee is subject to or is asked to participate in an investigatory interview, that they have the opportunity for union representation.

ARTICLE 3 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 request of either party, which shall reflect the precise intent of the meeting, and shall provide at least seven (7) days' advance notice.
- 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 4
DUES CHECK-OFF

A. The County agrees to grant rights to dues deductions to the Union and will deduct membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made, in amount as determined by the Union. For each employee who signs such an authorization card, the check-off shall commence in the pay period following the filing of the authorization card with the Authority. The Authority shall remit to the Union once a month, the monies collected for this purpose.

B. Employees who have authorized the payroll deduction may revoke such authorization by providing written notice to the Authority, as prescribed by N.J.S.A. 52:14-15.9e, during the ten days following each anniversary date of their employment. Within five days of receipt of such notice, the Authority shall provide notice to the Union of such revocation.

ARTICLE 5
SENIORITY OF EMPLOYEES

- A. Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire within the Sheriff's Department.
- 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. A disciplinary suspension shall constitute a break in service.
- C. If a question arises concerning two (2) or more employees who were hired on the same date, preference shall be given in accordance with the Civil Service Commission Rules and Regulations.
- D. The 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 S.O.A. upon request. In any determination of work assignment for shift change or job posting, seniority shall prevail providing all qualifications are equal.

ARTICLE 6
NON-
DISCRIMINATION

The Employer and Union agree to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the workplace, including but not limited to the prohibition against discrimination on the basis of race, creed, color, national origin, ancestry, age, sex, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality. The 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 S.O.A., nor will the Employer encourage membership in any other Association or union, or do anything to interfere with the exclusive representation of the S.O.A. in the appropriate bargaining unit.

ARTICLE 7
NO STRIKE
PLEDGE

The S.O.A. assures and pledges to the Employer that its goals 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 S.O.A. will not initiate such activities nor advocate or encourage members covered by this Agreement to initiate same.

ARTICLE 8
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, and 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 or employment including the discipline of any employee without good and just cause. A grievance may be raised by an individual, the Association on behalf of the individual, or a group of individuals.
- D. 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 Undersheriff by the grievant within seven (7) business days of the occurrence of the event triggering the grievance. The Undersheriff shall submit a written answer to the local representative of the grievant within seven (7) 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 may appeal to the Sheriff within seven (7) business days after the receipt of the written answer in Step 1. The Sheriff will review the grievance and answer and submit his position in writing within seven (7) business days of submission to Step 2.

STEP 3

If the grievance is not satisfactorily adjusted at Step 2,

1. The Association or the Association's attorney may appeal to the County Personnel Director within seven (7) business days after receipt of the written answer in Step 2.
2. Upon receipt of the notice of appeal, the County Personnel Director shall hold the Step 3 hearing within thirty (30) calendar days.
3. The County Personnel Director shall submit a written decision of the grievance within ten (10) business days after the Step 3 hearing.

STEP 4

If the grievance is not satisfactorily adjusted at Step 3, the grievant, the Association may, within fifteen (15) days after receiving the decision of the County Personnel Director, request arbitration, the cost of which shall be borne equally by the 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), 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.

ARTICLE 9
PERSONNEL REGULATIONS

- A. Duty rosters shall be prepared and posted specifically setting forth the duties of each person and/or title.
- B. Rules and regulations for personnel conduct shall be promulgated within three (3) months of the execution of this Agreement and shall be distributed in writing to each employee. Such rules and regulations shall be reviewed by the Employer at least once each year.
- C. All personnel shall receive, at least once each calendar year, an evaluations of their performances, consisting of learning abilities and initiative, dependability, ability and willingness to follow directions and the rules of the Department. Such report will be done by the Sheriff and Undersheriff and shall become part of the individual's file, and a copy will also be given to him.
- D. No individual shall be employed by the Employer as a Sheriff's Officer or Superior Officer who shall have been convicted of any violation of criminal statute in this or in any other jurisdiction.
- E. Minimal physical and mental fitness for duty standards based on generally accepted standards of the industry shall be established and enforced by the Employer and shall be posted.
- F. Any personnel who are assigned out of title, as designated by the Employer, and who shall serve out of title for a period in excess of seven (7) consecutive work days, shall be compensated at the rate of pay established for the title to which he or she has been assigned.

ARTICLE 10
SAFETY, HEALTH AND ADMINISTRATION

- A. The Employer shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to ensure their safety, health, and security.
- B. The Employer and the S.O.A. shall each designate a safety committee member, whose responsibility shall be to investigate and correct any unsafe and unhealthful condition. They shall meet periodically as necessary to view conditions in general and to make recommendations to either or both parties when appropriate.
- C. The Employer may establish reasonable and necessary rules of work and conduct for employees, which shall be equitably applied and enforced.
- D. The 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 the Employer to employees and for the posting of S.O.A. announcements and other information.

ARTICLE 11
HOLIDAYS

A. The following holidays are recognized as paid holidays:

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

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 officially observed 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. When a holiday falls on a Saturday, the immediately preceding Friday shall be the day off. When a holiday falls on a Sunday, the immediately following Monday will be the day off. The holiday time off allocated to the holidays of Good Friday and Columbus Day, at the prerogative of the Employer or upon the employee's request (with supervisory approval), may be allocated to another scheduled work day that calendar year. These two (2) designated holidays shall be deemed "Floating Holidays." If not used by December 31 of the calendar year, Floating Holidays shall, at the discretion of the employee, be converted to compensatory time or to an accumulated sick day.

- E. When the Employer declares a 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 within thirty (30) days of the holiday worked. In the event the employee is given a day in lieu of a holiday within the aforesaid thirty (30) day period, the day shall be at the employee's option provided the manpower needs of the Department are satisfied and further provided that the employee give his supervisor ten (10) working days' advance notice. If the County prevents the employee from taking the day off, the employee shall receive normal holiday pay instead. Employees shall also have the option to accumulate holidays provided that they are taken as compensatory time. Such compensatory time in lieu of holidays shall be granted prior to December 31 of each year. The employee shall notify the County in writing as to which holidays he wishes to accumulate on or before January 15 of each year.

In order to receive holiday pay and a day off within thirty (30) days of the holiday worked, the employee must have worked the scheduled work day before and after the holiday unless excused by illness supported by a doctor's excuse or other justifiable cause. Once the employee has satisfied this requirement, there shall be no additional requirement that the employee shall work the day before of 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 12
VACATIONS

- A. Full-time employees 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.
 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 four (4) days may be carried over without specific approval by the Sheriff or his designee and the County Administrator or his designee.
- C. Employees hired after January 1, 2019 shall be eligible for a maximum of 20 days of vacation leave after completing 20 years of service. The foregoing shall be effective when the same provision is included in a final Collective Negotiations Agreement between the County and PBA Local 299 Rank and File bargaining unit.

ARTICLE 13
SICK LEAVE

- A. Employees shall be entitled to the following sick leave of absence with pay:
1. One and one-quarter (1-1/4) working days' sick leave with pay for each month of service from and after the date of first appointment and fifteen (15) days thereafter.. 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 if and when needed. Sick leave for purposes herein is defined to mean absence of duty of any employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position or a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee.
 2. Upon reasonable suspicion, in the case of pattern absenteeism, if any employee is absent for three (3) consecutive workdays or absent for more than seven (7) days in any one calendar year for any of the reasons set forth above, the employer shall require acceptable medical evidence on the form prescribed to substantiate the absences in accordance with HIPPA Regulations. The nature of illness and length of time the employee will be absent shall be stated on a signed doctor's certificate. 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 fitness for duty examination.

4. Any employee who does not expect to report to 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. When an employee is ordered to remain on the job to compensate for the absence of another employee, he shall receive no less than two (2) hours' notice from his immediate superior prior to completion of his regularly scheduled tour of duty.
5. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the Certification of the local Department of Health.

B. Sick Leave Buy Back: Any permanent employee who has used less than five (5) days' sick leave in a calendar year may, as in option, sell back his/her accrued sick time at a rate of two (2) days' sick time for one (1) day's 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.

ARTICLE 14
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 after the initial thirty (30) day period of disability expires due to occupational injury or disease, the employee shall receive worker's compensation benefits in accordance with the laws of New Jersey.

3. All work injuries or illnesses must be immediately reported to the Sheriff or his/her designee.

ARTICLE 15
OTHER LEAVES OF ABSENCE

Leaves of absence for employee shall be granted as provided in the Department of Personnel Statutes and Rules and Regulations thereunder. Vacation leave will not be advanced.

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 canceled. 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. Priority in granting such request for personal leave:
 - 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.

2. 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 an organization authorized to serve therein with the Armed Forces of this 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.

C. Funeral Leave

All 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 member is defined as father, mother, son, daughter, spouse, grandmother, grandfather, stepmother, stepfather, stepson, stepdaughter, brother, sister, mother-in-law, father-in-law, and members of the family living in the same household with the employee. The term immediate family member shall also include a domestic partner and Such relatives of a domestic partner whose relationship to the employee are immediately equivalent to the relationship described above, Where the funeral service takes place out of State, the leave of absence shall not exceed four (4) working days. Where the body of the deceased is transported into the State of New Jersey, the three (3) days shall be computed from the time the body of the deceased arrives in New Jersey. One (1) day of bereavement leave shall be granted for a grandmother-in-law or grandfather-in-law.

D. Family and Medical Leave

Employees on approved FMLA or NJFLA leave shall use accumulated sick leave concurrently with such FMLA or NJFLA leave.

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 duties as an 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.

ARTICLE 16
WORK SCHEDULES

The regular scheduled work week for employees in all divisions, including but not limited to Field Operations, Canine, Special Services, IAD, and Training shall consist of five (5) consecutive days (Monday through Friday), followed by two (2) consecutive days off (Saturday and Sunday) for eight (8) hours per day that fall within a daily time period of 7:00 a.m. and 5:30 p.m.

One (1) Sergeant shall be assigned to the 10:00 a.m. — 6:00 p.m. shift in the Courthouse at the discretion of the Sheriff. One (1) Sergeant shall work in Field Operations on a 3:00 p.m. to 11:00 p.m. shift with seven (7) days' notice of any shift change.

A 3:00 p.m. to 11:00 p.m. shift differential shall be as follows: \$0.25 per hour for 2016, \$0.25 per hour for 2017, and \$0.25 per hour for 2018 and thereafter until re-negotiated.

ARTICLE 17
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, except Department Heads, assigned to work in the aforementioned divisions shall receive one and one-half (1½) times the regular hourly rate for all consecutive hours worked in excess of forty (40) hours per week. Scheduled vacation, holidays, compensatory and personal time shall be included in the weekly calculation for hours per week.
2. When an employee has been granted a day off and is subsequently summoned for duty on that day, one and one-half (1½) times the regular rate shall be paid.
3. Should a sick day without a written Doctor's Certificate be claimed within three (3) days following an extended or double shift, only straight time rates will be paid for said extended or double shift if a habitual "call off pattern" has been established or after the employee has used six (6) sick days in that calendar year.
4. If an employee is on leave as a result of sick leave within the parameters of Section A(3) above or as a result of suspension due to disciplinary action, said leave time shall not be considered hours worked for overtime computation as calculated in Section A(1) above. recorded as "absent" during the work week, said time shall not be considered hours worked for overtime computation.
5. When two employees for their own personal convenience mutually agree to interchange shifts and such arrangement is approved by the Sheriff, straight time rates shall apply during this substitute period. Hours worked in excess of the substitute period shall qualify for overtime compensation.

B. Meetings Training 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 in the performance of his duty, no compensation shall be paid to the negligent party.

C. Special Duty

Straight time or overtime rates as applicable shall be paid for the following duties: Community social events, parades, and sporting events. The seniority list used as a basis for dispensing overtime will not be affected. When ordered to work a detail during non-regularly scheduled hours, said hours shall qualify for overtime compensation.

D. Extraditions

All time incurred, Monday through Friday while performing extraditions, which usually require extended travel and overnight stay, will be compensated at straight time rates up to a maximum of eight (8) hours per day or forty (40) hours per week providing such time does not include other regular duty hours; regular duty hours will be allowed as hours worked for overtime eligibility, For any extradition time incurred by an employee on Saturday or Sunday, said employee shall be paid the appropriate rate not to exceed eight (8) hours per day.

E. Overtime shall be paid currently, in the pay period following the performance of the overtime work.

F. No employee shall have his regular work schedule or regular day off scheduled changed for the purpose of avoiding payment of overtime at any time. No work shift shall be

changed without first having discussed such changes and the needs for same with the S.O.A. and the employee affected.

- G. Where substitution for a sergeant is necessary, other sergeants shall be contacted first within the same division.
- H. Whenever any employee is assigned out of the County on a matter that requires services for more than one day, he shall be allowed expenses for transportation, food, and lodging costs actually incurred.
- I. Overtime by Division 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, without reasonable justification, reject an overtime request.
- J. The Employer shall not reduce the work crew for the purpose of avoiding payment of overtime. This provision shall not infringe upon the Employer's right to eliminate positions for economy reasons, subject to the rules of the Civil Service Commission.
- K. Overtime shall include time for any Court appearance by any employee during other than his regular working hours in excess of eight (8) hours per day or forty (40) hours per week.
- L. An employee recalled to duty after leaving the end of his assignment shift shall be subject to the call-in provisions of this Agreement.
- M. There is hereby established compensatory time in lieu of overtime, Compensatory time shall only be issued when mutually agreed to the by employee and the Sheriff.
- N. Employees may earn compensatory time throughout any calendar year, but at no point shall an employee be able to accumulate more than eighty (80) hours.

Employees are encouraged to use compensatory time during the calendar year in which the compensatory time is earned.

- O. Should an employee, for any reason, not be able to use their earned compensatory time by the end of the calendar year, they shall be able to carry forward a maximum of sixteen (16) hours into the next calendar year.
1. Should an employee carry their earned compensatory time into the following year, this time shall be applicable to the eighty (80) hour compensatory time capitation.
 2. The employee shall, at their sole discretion, be permitted to be paid for all unused compensatory time earned during the calendar year.
 3. Should an employee exercise their option to submit all earned compensatory time for payment, employees must notice the County by December 15th.
- P. Compensatory time shall be earned at the rate of time and one-half .
- Q. Employees shall be able to redeem their compensatory time at one hundred percent (100%) of current value at the time of separation, retirement or termination.
- R. The County shall not unduly deny employees' use of compensatory time consistent with other leave policies.

ARTICLE 18
CALL IN TIME

- A. 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 Seventeen (17) of this Agreement. The said payment for four (4) hours at the overtime rate shall be made regardless of the number of hours actually worked.

- B. Any off-duty employee who is contacted between the hours of 7:00 p.m. and 11:59 p.m. and is asked to make a work decision shall be compensated at a minimum of 0.5 hours at the overtime rate which is appropriate as set forth in Article Seventeen (17) of this Agreement. Any off-duty employee who is contacted between the hours of 12:00 a.m. and 6:00 a.m. and is asked to make a work decision, shall be compensated at a minimum of 1.0 hour at the overtime rate which is appropriate as set forth in Article Seventeen (17) of this Agreement. The above minimum payments shall be made regardless of the number of hours actually worked.

ARTICLE 19
CREDITS FOR EMPLOYEES

- A. Medical Examinations: A thorough medical examination will be given to all personnel upon hiring 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 duties, she/she shall be allowed a mileage reimbursement of \$.40 per mile, subject to the Rules and Regulations of the County. The mileage allowance may be increased by the County.
- C. Tuition Reimbursement: The County shall provide employees with tuition reimbursement subject to the following requirements and limitations:
1. The employee must have a least one year of full time service and still be employed as a Sheriff's officer.
 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 law enforcement 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 Sheriff to receive tuition reimbursement at least sixty (60) days prior to the start of the semester. Once approved by the Sheriff, the application shall be forwarded to the Director of Personnel & 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 percent (1%) of the total payroll for employees in the

bargaining unit. Tuition reimbursement funds shall be awarded on a first-come, first-served basis until such funding is exhausted.

7. Maximum tuition reimbursement per employee shall be One Thousand Two Hundred Dollars (\$1,200.00) per year. Reimbursement shall not exceed One Hundred Ten Dollars (\$110.00) per credit hour for undergraduate courses and One Hundred Forty-Five Dollars (\$145.00) per credit hour for graduate courses.
8. Costs for books and supplies and other charges shall be borne by the employee.

ARTICLE 20
LIFE, HEALTH AND GENERAL LIABILITY INSURANCE¹

A. Medical

1. As of October 1, 2016, the County is offering this unit the OMNIA Two-Tier plan as the base plan for health insurance. If an employee chooses a plan that has a cost for premium and Chapt. 78 in excess of the OMNIA Plan, that employee shall be responsible for all costs in excess of the OMNIA Plan. The employee

shall be responsible to contribute the Chapter 78 required costs of the premium increase between 2016 base year and the premium increase for each subsequent year. All employees enrolling in health benefits shall make contributions as required by Chapter 78, P.L. 2010. Should the contributions under Chapter 78 expire, employees will be required to make continued contributions as required by Chapter 78 until legislation is enacted that requires the contribution be eliminated or a successor contract that eliminates the contribution is negotiated. The OMNIA Plan and all other plans shall have an emergency room copay and/or deductible of \$100.00.

2. The County shall have the right to substitute a different insurance carrier or plan to implement a self-insured health benefits plan that provides eligible employees and eligible family members with benefits that are equivalent to or better than the benefits

¹Note: All contributions made prior to the County's implementation of Chapter 78 (01/01/2012) shall have been made in accordance with then existing policy. Should contributions under Chapter 78 expire, employees will be required to make the same percentage contribution last required under Chapter 78 until a successor contract is negotiated, except as established and required by law.

provided under the OMNIA Plan.

3. In the event that the County seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the County agrees to provide the Union with thirty (30) days of notice before any such change is to take place, in order to permit the Union and the County to meet and discuss the proposed change and the effect of such change on bargaining unit employees. Any unresolved disputes regarding whether the benefits and coverage of any proposed plan are substantially similar to the current shall be subject to arbitration as set forth in Article 8 (Grievance Procedure) of this contract.
4. If OMNIA coverage ceases to exist for any reason, this Agreement shall be reopened within thirty days of notice by the insurance company that the plan will be terminated.

B. Prescription

1. Prescription plan co-pay shall be \$10.00 for generic prescriptions and \$25.00 for name brand prescriptions (Above co-pay will be applicable to each mail order prescription). A third tier (formulary plan) is added and shall have a \$50.00 co-pay. The stated co-pay shall cover up to a thirty (30) day supply of the prescription; however, where the mail order prescription plan is utilized, the stated co-pay shall cover up to a ninety (90) day supply of the prescription.

C. Dental

1. The County dental plan level shall be 50/50 of covered benefit limits, with an employee contribution governed by Chapter 78 if shown to be required.

D. General Provisions

1. The County shall continue optical coverage equivalent to or better than the current plan with an employee contribution governed by Chapter 78 if shown to be required.

E. Retiree Benefits

1. Definitions for Retirement Purposes:

- Employee: Means a person on the County payroll, whether a hiree, elected official or appointee, who at the time of retirement is eligible and/or enrolled in the County's Health Benefits Plan and meets the criteria for retiree benefits.
- Spouse: Means a person lawfully married to or in a civil union with an eligible employee on the date the employee retires and who continues to be married to the employee.
- Veteran: Means a person who has served at least one year of active service in the military of the United States and holds other than a dishonorable discharge from that service.
- Federal Medicare: Means the coverage provided under Title XVIII of the Social Security Act as amended.

2. Retiree Health Benefits:

- Cumberland County shall provide certain health benefits insurance to eligible retired employees whose employment commenced prior to January 1, 2019 and to their eligible spouses or civil union partners on a cost share basis and shall afford to other retired County employees, and their eligible spouses or civil union partners, and to the spouse/civil union partner of an eligible deceased retired employee, who meet the qualifications, opportunity to purchase the health benefits for themselves at full group rates plus an administrative charge. In no case is a child dependent of a retiree eligible to receive retiree benefits.

- Eligible retirees will receive health benefits at the level and in accordance with those provided to current employees unless otherwise required by written agreement or contract.
- Eligibility for Retired Employees and Dependents:

This Plan requires that covered persons who are eligible for Medicare (Retirees), based on individual, spousal, or former spousal eligibility, regardless of premium requirement, must be enrolled under the Medicare program for Part A/Medicare Hospital Insurance and Part B/Medicare Medical Insurance in order to be a participant under this Plan. This Plan will not pay for benefits that would have been paid by Medicare.

Participants are required to enroll in Medicare Part A & Part B by the first day of the calendar month following 30 calendar days of the qualifying event if eligible for enrollment during the Medicare Special Enrollment period, or during the next available Medicare Open Enrollment period (January 1st through March 31st of each year to be effective by the following July 1st) following the qualifying event.

Any prescription drug benefits that may be provided through the Plan are equal to or better than the benefits provided by the standard Medicare Part D plan. In that case, most Medicare eligible participants and/or their Medicare eligible dependents need not enroll in Medicare Part D prescription drug coverage.

A Retired Employee must follow the same rules for enrollment in the Plan as Active Employees. It is the Retired Employee's responsibility to notify the Plan of any changes. If family members cease to be eligible, claims will not be paid. The actual change in coverage will not take place until the Retired Employee has formally requested the change in writing. A Retired Employee may change plans during open enrollment or during a rate change period.

3. Twenty Percent (20%) Cost Share Plan. Eligible retired employees who elect to participate in this plan will receive medical and prescription drug coverage equal to that provided to current eligible employees. However, employees hired after January 1, 2019 shall not be eligible for the 80/20 cost share plan provided for herein once the employee reaches Medicare eligibility.

To be eligible for the 20% Cost Share Plan, the employee must:

- Retire from active employment with Cumberland County under the NJ State Pension Program; and
- Be eligible and/or enrolled in the County's Health Benefits Plan; and
- Have at least 25 years of continuous or 35 years of non-continuous employment service with Cumberland County if a non-veteran, or at least 20 years of continuous or 30 years of non-continuous employment service with Cumberland County if a veteran.

Under this 20% Cost Share Plan, the County will allow eligible retirees to waive coverage and receive reimbursement in the amount of 80% of the premium cost of the applicable Plan to which they qualify.

Eligible retirees will receive Health Benefits at the level and in accordance with those provided to current employees unless otherwise required by written agreement or Union contract.

The following retired employees shall be excluded from eligibility even though they would otherwise qualify:

- Retirees who are covered under another group program covering the retiree or his/her spouse or civil union partner until such time as the retiree shall lose such coverage because of a qualifying event (loss of employment resulting in loss of coverage; death of spouse, divorce, etc.) providing the retiree notifies the County of such event in writing within 30 calendar days of the event.

- Anyone hired on or after January 1, 2019, shall not be eligible for any retirement health benefits unless otherwise required under Union contract or written agreement.
- All coverage under this plan shall terminate upon the death of the retired employee.
- The spouse or civil union partner of a deceased eligible retiree who has maintained coverage under this plan shall have the right to continue his/her health coverage under the full pay plan provided he or she elects that coverage within 30 days after the death of the retiree.

If a retiree qualifies for retiree coverage, and they are covered by another plan due to enrollment within a spousal or civil union situation outside of County benefits, the retiree must complete the “Retiree Deferred Benefits” form within 30 calendar days of their retirement date. When and if a situation occurs whereas coverage is lost through a qualifying life event, the retiree must inform Cumberland County Human Resources Department within 30 calendar days of the event to enroll into the County Plan.

4. One Hundred Percent (100%) Cost Share Plan:

The following retirees/spouse/civil union partner are eligible to enroll:

- Employees who retire from active employment with Cumberland County under the State Pension Program, are eligible and/or enrolled in the County’s Health Benefits Plan and have at least ten (10) years of Cumberland County service.
- The spouse of a deceased retired employee covered under the 20% Cost Share plan or full Cost Share plan at the time of the retiree’s death.
- The cost of the plan shall be a sum equal to the full cost of the plan plus 2% to cover administration of the plan.
- Eligible retired employees will receive health benefits at the level and in accordance with those provided to current employees unless otherwise required by written agreement or Union contract.

- Anyone hired after January 1, 2019, shall not be eligible for any retirement health benefits unless otherwise required by union contract or written agreement.

5. Miscellaneous Retired Employee Information:

- Employees who are eligible for retiree health benefits shall have 30 calendar days after the date of retirement from the County employment to elect coverage.
- Eligible retired employees will receive health benefits at the level and in accordance with those provided to current employees unless otherwise required by written agreement or Union contract.
- If the retired employee fails to make the cost share premium payment when due, the coverage shall be terminated within 30 days from date of notice. Once terminated, through lack of premium payment, the retired employee shall not be eligible for reinstatement of coverage.
- The Department of Human Resources or their designee shall administer Open Enrollment periods each year. During this period, changes in enrollment, changes in plans, changes in dependent coverage, waiver of coverage, etc. may be made. Applicable regulations regarding life qualifying events also apply.

F. Life Insurance

The Employer shall provide full-time employees with life insurance coverage. The County Group Life Insurance Police death benefit shall be in the amount of \$2,500.00. Effective September 1, 1996, the death benefit shall increase to \$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.

G. Employee Liability

The 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 an in the course of his employment to the extent insurable under the provisions of Comprehensive General Liability 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 21
WAGES

- A. Sheriffs Officers shall receive regular paychecks every other Friday.
- B. The wages of all employees as of December 31, 2018 shall be subject to the following increases:
1. Effective January 1, 2019, all employees shall receive a 'market adjustment' of \$950.00 to their base wage.
 2. Effective January 1, 2019, and subsequent to the 'market adjustment,' wages of employees shall be increased by 2.2%.
 3. Effective January 1, 2020, employee wages shall be increased by 2.1%.
 4. Effective January 1, 2021, employee wages shall be increased by 2.1%
 5. Effective January 1, 2022, employee wages shall be increased by 2.0%.
 6. Effective January 1, 2023, employee wages shall be increased by 2.0%.
- C. If in the issuance of a paycheck, there is an error in wages paid, the County will issue a corrective check, irrespective of the cause of the error, within three (3) business days if the amount of error exceeds \$100.00. Corrective adjustments of less than \$100.00 will be issued in the following regular paycheck.

ARTICLE 22
SICK LEAVE ON RETIREMENT

Any employee who retires (except those choosing deferred 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 \$12,000.00. 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 the Employer.

ARTICLE 23 BULLET
RESISTANT VESTS

The Employer shall provide to each employee an up-to-date standard bullet-resistant and stab-resistant vest, which meets or exceeds the "Monarch Plus 'P' Plus" standard.

ARTICLE 24
WORK RULES

Proposed new rules or modifications of existing rules governing the working conditions and safety of employees shall be negotiated with the majority representative before they are established.

ARTICLE 25
OFF-DUTY ACTION

- A. All Sheriffs Officers who take any lawful police action during their off-duty hours, which action would have been taken by said employees on active duty, will be entitled to the rights and benefit protections concerning such action as if on active duty as provided by law.
- B. Any lawful action taken while off duty will be compensated at the rate of time and one-half (1½) times the normal rate of compensation at the Sheriffs discretion.

ARTICLE 26 MEALS
AND LODGING

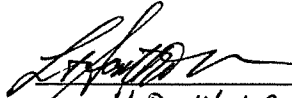
County policy shall apply for meal reimbursement subject to the following:

- A. If travel begins before 6:00 a.m. breakfast is reimbursed. If travel begins between 6:00 a.m. and 1:00 p.m. breakfast and lunch are reimbursed. If travel begins after 1:00 p.m. only dinner is reimbursed. If travel ends after 7:00 p.m. breakfast, lunch and dinner are reimbursed. In the latter circumstance, breakfast, lunch and dinner reimbursements may be- aggregated to reimburse one (1) meal.

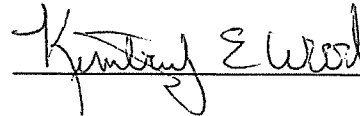
ARTICLE 27
TERMINATION

- A. This Agreement shall be effective on and as of the first day of January 1, 2019 and shall remain in full force and in effect until the thirty-first day of December 2023. 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, negotiations 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 notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

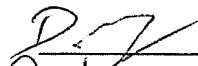
IN WITNESS WHEREOF, the County of Cumberland, by and through its Board of Chosen Freeholders and the Cumberland County Superior Officers Association of PBA Local 299, have caused this Agreement to be signed by their fully authorized representatives as of this 23 day of October, 2020.



Scott D. Whitland, President
SOA 299 Date 10/23/2020



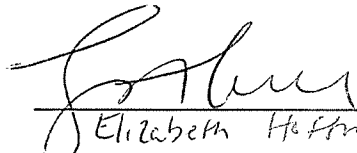
Kimberly E. Wood Date 10-23-20



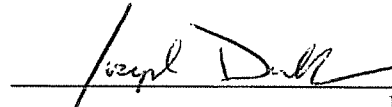
Darrell T. Meyers SOA 299 Date 10/23/2020



Craig E. Atkinson Date 10/23/2020



Elizabeth Hoffman Date 10/23/20



Joseph D. Hill Date 10/27/2020

Date

Date

EXHIBIT A

WAGE GUIDE
(see attached)

Salaries - PBA 299 SOA

Title	Name	2018	Adj	2.20%	2.10%	2.10%	2.00%	2.00%	TOTAL CONTRACT	Average Annual % Increase
				2019	2020	2021	2022	2023		
Captain	Moore, Nicholas	95,971	950	99,053	101,133	103,257	105,322	107,428	516,193	2.39%
Lieutenant	Tozer, Carl	90,981	950	93,953	95,927	97,941	99,900	101,898	489,619	2.40%
Lieutenant	Uhland, Scott	90,981	950	93,953	95,927	97,941	99,900	101,898	489,619	2.40%
Sergeant	Meyers, Darrell	86,182	950	89,049	90,919	92,828	94,685	96,579	464,060	2.41%
Sergeant	Hoffman, Elizabeth	86,182	950	89,049	90,919	92,828	94,685	96,579	464,060	2.41%
Sergeant	Shaffer II, Curtis	86,182	950	89,049	90,919	92,828	94,685	96,579	464,060	2.41%
Sergeant	Mendoza, Maria	86,182	950	89,049	90,919	92,828	94,685	96,579	464,060	2.41%
Sergeant	Cusano, Ronald	86,182	950	89,049	90,919	92,828	94,685	96,579	464,060	2.41%
PBA 299 SOA	8	708,843	7,600	732,205	747,582	763,279	778,547	794,119	3,815,732	2.41%
				23,362	15,377	15,697	15,268	15,572		
				3.30%	2.10%	2.10%	2.00%	2.00%		2.30%