

Contract Agreement
between the
Cumberland County Prosecutor



and

Policeman's Benevolent Association

Local #396A

Representing the Superior Officers

of the Cumberland County Prosecutor's Office

January 1, 2019 through December 31, 2023

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ARTICLE 1

PREAMBLE

This agreement made on this ____ Day of _____, 2020 by and between the Cumberland County Prosecutor's Office, hereinafter referred to as the "Employer" and the Cumberland County Prosecutors Office Policeman's Benevolent Association Local 396A representing the Sergeants, Lieutenants and Captains, hereinafter referred to as the "SOA."

ARTICLE 2

RECOGNITION

The Employer recognizes the SOA as the exclusive majority representative for the purpose of collective negotiations regarding the terms and conditions of employment of the sworn law enforcement personnel, for the Sergeants, Lieutenants and Captains of the Cumberland County Prosecutor's Office.

ARTICLE 3

DUES DEDUCTIONS

1. The Employer agrees to deduct monthly membership dues for the SOA, from the pay of those who request in writing that such deductions be made. The amounts to be deducted will be certified to the employer (or his designee in this matter) by Treasurer of PBA Local 396, and the aggregate deductions of all employees will be remitted after each pay period in which the deductions were made to the Treasurer of PBA Local 396, together with a list of the names of all employees for whom the deductions were made. It is understood that such authorization will remain in effect for the term of this agreement, providing it does not contravene any law.

2. The Employer (or his designee in this matter) agrees that upon request it will deduct dues for individuals and pay such to PBA Local 396 as per N.J.S.A. 52:14-15.9e.

Union Security Clause: Employees represented by this collective bargaining unit may not request payroll deduction for the payment of dues to any other labor organization other than PBA Local 396. Existing written authorizations for payment of dues to any other labor organization shall be terminated.

ARTICLE 4

MANAGEMENT RIGHTS

Except as modified by law or otherwise negotiated by the Employer and the SOA, the rights of the Employer and the SOA shall be respected. The Employer and the employees, as defined, shall maintain all statutory rights as defined in N.J.S.A. 2A:157-10. As stated, the Employer retains the right to hire, direct and assign the working force, to plan direct and control operations, to introduce new or improved methods of operation and in all respects carry out the ordinary and customary functions of management as allowed by law and this agreement.

ARTICLE 5

STANDARD OPERATING PROCEDURES

In accordance with the Employer-Employee Relations Act, the Employer shall review and discuss with the SOA new and/or modified Standard Operating Procedures that affect the SOA. However, the Employer shall retain the right, consistent with Article 4, Management Rights, to approve and implement Standard Operational Procedures.

ARTICLE 6

WAIVER CLAUSE

The parties agree that all negotiable items have been negotiated and that this agreement constitutes the full agreement of the parties on those items.

ARTICLE 7

WORK CONTINUITY

The SOA agrees that, for the life of this contract, there will be no strike, slow down, sick out or other similar concerted action, nor will there be any individual action, the purpose of which is to induce the Employee to engage in such prohibitive activity.

ARTICLE 8

SEVERABILITY

1. Should any provision of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, severing of such provision will occur. However, severing will only occur after action by a tribunal of highest appeal, if sought.

2. Any severed provision of this agreement will be subject to immediate renegotiation by the parties to the end of insuring that such provisions are valid within the framework of the law. Only those provisions in dispute will be affected. All other items and conditions of this agreement will remain in effect.

ARTICLE 9

GRIEVANCE PROCEDURE

1. Definitions:

A. **Grievance** - an allegation by an Employee that a specific provision of this agreement has been violated.

B. **Employee** - any member of this bargaining unit.

C. **Employer** - The Cumberland County Prosecutor

2. Purpose:

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

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration; and to have the grievance adjusted without the intervention of the SOA. The disposition of the grievance shall be provided to the SOA in writing within ten (10) business days. If a settlement agreed between an employee and the administration is made without the intervention of the SOA in a non-disciplinary grievance and it violates the terms and conditions of this Agreement, it shall be void. As such, the SOA has the discretion to file a grievance under this Article to seek a determination as to whether such action is or is not void.

3. Presentation:

The Employee shall have the right to present his grievance on his own or to designate a representative of the SOA to appear with him accordance with the following steps:

STEP 1 - The Employee or the SOA will deliver a written and signed grievance to his/her Chief within ten (10) business days of the occurrence of the grievance. The Chief shall render a written decision within ten (10) business days after receipt of same.

STEP 2 – If a satisfactory settlement has not been reached through Step 1 procedures, the employee may file a written signed grievance with the Prosecutor, or his/her designee, within five (5) business days following the receipt of the decision at Step 1. The Prosecutor shall issue a written decision within twenty (20) days of the filing of the grievance at this level.

STEP 3 – If the grievance is not resolved at Step 2, only the SOA may notify the Prosecutor in writing within fifteen (15) business days of receipt of the Step 2 decision that it intends to pursue the grievance to arbitration.

A. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission (PERC).

B. The arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

C. The cost for any services incurred for the Arbitration procedure shall be borne equally by the Employer and the SOA. All other expenses incidental to and arising out of arbitration shall be paid by the party incurring same.

D. The arbitrator's decision will be final and binding on both parties.

The time limits specified in the grievance procedure shall be construed as maximum limits. However, these may be extended upon mutual agreement between the parties in writing.

ARTICLE 10

MINOR DISCIPLINE CLAUSE

Discipline for penalties which, at minimum, involve a one-day suspension without pay can be sent to arbitration. The arbitrator will be decided by both the parties (SOA and Employer). In the absence of an agreement, such agency shall be the New Jersey Public Employment Relations Commission.

ARTICLE 11

RATES OF PAY

1. It is jointly recognized by the SOA and the Employer that retention of current employees and the recruitment of future employees is crucial to maintaining the core function of the Employer.

2. A Superior Officer can be restricted from advancing to the next higher salary only upon documented proof of significant poor work performance and/or disciplinary issues. Such restriction will be done only at the demand of the Employer, and in accordance with NJSA 2A:157-10. If such employee is subsequently cleared of these issues they will be advanced to the appropriate salary step and will be paid any back salary not received as the result of the action.

3. Salary Scale: **See Attachment A.**

4. Employees who retire or are promoted during the term of this agreement are eligible for retroactive payments.

ARTICLE 12

HOURS OF WORK

1. The normal work week shall consist of forty (40) hours, Monday through Friday. The regular tour of duty shall consist of eight (8) hours from 8:30am to 4:30pm inclusive of a one hour paid lunch. The Organized Crime Bureau personnel work hours will be determined by the Task Force Commander or his/her designee. Temporary or permanent changes in scheduling (i.e., 10-hour shifts, 12-hour shifts, etc.) can be made only with the approval of the Prosecutor and/or his/her designee, and with the approval of authorized representatives of the SOA. Such changes will be requested and approved in writing by the required parties.

2. No employee shall have his or her regular tour of duty or regularly scheduled days off changed without a minimum of 36 hours' notice, unless there is a bona fide emergency. The employee shall be given the opportunity to discuss the change with the Prosecutor or his/her designee.

3. No employee shall be required to split hours to avoid overtime.

ARTICLE 13

OVERTIME

1. Overtime shall be paid for all time worked in excess of forty (40) hours per week or excess of eight (8) hours in one workday and will be calculated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. Vacation leave, holiday leave, sick leave and personal leave time shall count toward the "forty (40) hours worked" overtime compensation requirement.

2. When an employee is required to report to, or leave from, a location different from his/her normal workstation, causing travel time in excess of normal travel time, he or she will receive overtime compensation commensurate with that excess time. This

provision will apply only to work assignments and investigations, but not to schools, seminars, or training.

3. Employees may elect to take compensatory time in lieu of overtime pay. The time will be awarded as one and one-half hours (1-1/2) for each hour overtime worked, except as outlined in Section 6: Holiday Overtime, set forth below.

4. Call In: Except for regular on call duty (Section 5, below), any employee who is required to and returns to work during periods other than the normal tour of duty shall be paid a minimum of four (4) hours at the appropriate rate as set forth above. Any hours worked in excess of four (4) hours shall be paid at the appropriate rate hour for hour.

5. On Call Pay: A minimum of one designated on-call supervisor for the Criminal Investigation Bureau and the Organized Crime Bureau will be awarded four (4) hours of straight time pay for the week that he/she is on call. When called back to duty or responds to a crime scene while on call, he or she will be paid hour for hour at the appropriate rate, with a minimum of one (1) hours pay.

6. Holiday Overtime: Employees will not receive compensatory time for work performed on a designated holiday. Such employees will only receive financial compensation at the rate of two (2) times their normal rate of pay for all hours worked, and their normal salary for said day, during holidays outlined in Article 14, Section 1.

ARTICLE 14

HOLIDAY LEAVE

1. All employees will receive the following days recognized as paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Veterans Day
General Elections Day
Thanksgiving Day
Christmas Day

2. Holidays that fall on a Saturday will be celebrated on the preceding Friday. Holidays that fall on a Sunday will be celebrated on the following Monday.

3. When the Employer declares, by formal action, a holiday for all employees, those employees who are required to work will be paid in accordance with the overtime provision outlined in Article 13, Section 6.

ARTICLE 15

EMERGENCY DAYS

Whenever the Employer, for weather or other reasons, deems an emergency day off and requires that no employees report to work, those employees will be paid the regular days' pay, and will not be required to use personal time off, (i.e., vacation, personal, compensatory, or sick time). Any employee(s) required to report for work during an emergency closings day will be reimbursed no more than eight hours of compensatory time off. Any time beyond the eight hours, within the time period of the emergency day, will only receive financial compensation at the negotiated overtime rate of pay.

ARTICLE 16

VACATION LEAVE

3. Vacation Scale: **SEE ATTACHMENT B**
2. Vacation time will be converted to the hourly format currently in use by the County. Vacation time will be deducted on an hour-for-hour basis.
3. Annual vacation leave shall be granted in accordance with the currently established procedures. In any calendar year that vacation leave, or any parts thereof, is not granted by pressure of work, such vacation leave, or part thereof not granted, shall accumulate and shall be granted during the following calendar year. No more than five (5) days may be carried over without the specific approval of the Employer. Maximum carry over will be twelve (12) days in one year.

ARTICLE 17

SICK LEAVE

1. Each employee will be granted annual sick leave as follows: 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 each calendar year thereafter. All earned and unused sick leave shall accumulate during the entire tenure of the employee and shall be available for use, with pay, when needed.
2. Sick time shall be converted to the hourly format currently in use by the County. Sick time will be deducted on an hour-for-hour basis.

3. Any employee who does not expect to report and is utilizing a sick day will notify his/her immediate supervisor by telephone or message at least thirty (30) minutes before the beginning of the tour of duty is to begin. The Employer may request a medical verification of sick leave if there is reason to suspect either an abuse and/or pattern of sick leave use.

4. When an SOA unit member retires from the Cumberland County Prosecutors Office with twenty-five (25) years of service credit in a New Jersey locally or state administered pension system, retires on an age based pension under PERS, disability pension or who is compelled to resign or retire because of legal age limitations and who has fifteen (15) years of service with the Cumberland County Prosecutor's Office, the unit member shall be paid for fifty (50%) of all accumulated and unused sick time not to exceed \$17,500. Employees hired after May 21, 2010 shall be capped at \$15,000 as per N.J.S.A. 11A:6-19.2. The rate of pay for this sell back shall be the employee's hourly rate of pay at the time of retirement/separation. The Prosecutor must be notified in writing by November 15th of the year preceding the employee's anticipated year of retirement so that funds can be appropriated in the following annual budget. Employees who voluntarily resign are not eligible for benefits under this section.

5. Employees transferring from one position to another with the County will retain all accumulated leave time earned.

6. If any employee is absent for more than five (5) consecutive working days due to illness the employer may require acceptable evidence on the prescribed form. Absence from duty without departmental approval for more than five (5) days can result in disciplinary action as allowed by law.

7. Sick leave shall run concurrently with any leave taken/granted under the FMLA or the NJFLA.

ARTICLE 18

OTHER LEAVES OF ABSENCE

Leaves of absence for Employees shall be granted as provided in the NJ Civil Service Statutes and Rules and Regulations.

1. **Personal Leave:** Each employee shall annually receive four (4) personal leave days with pay. Personal leave days shall not accumulate year to year and if not used will be lost for that year unless personal leave is denied in the last 2 months of the year because of operational needs then a unit member may carryover the denied days to a maximum of 2 to be used in the subsequent year. Employees must notify his or her supervisor at least thirty (30) minutes prior to the tour of duty when using a personal day. Denial of personal days is not allowed when the following reason is given:

- A. Emergencies
- B. Observation of religious day or celebration
- C. Business that is protected under New Jersey and Federal Laws

Personal leave **MAY** be taken in conjunction with other types of paid leave.

2. **Military Leave:** Military leave shall be granted to any employee in accordance with current New Jersey State and Federal Laws and in compliance with Cumberland County Policy No. 2.06 dated 8/11/94, providing that such policy is consistent with current laws.

3. **Funeral Leave:** Each employee will be granted a leave of absence, not exceeding three (3) working days because of the death of a SOA unit member's immediate family. Where funeral services take place out of State, the leave of absence shall not exceed four (4) working days. When the body of the deceased is transported to New Jersey, the three (3) days shall be computed from the time the body of the deceased arrives in New Jersey. Immediate family is defined as father, mother, son, daughter, husband, wife, civil union or domestic partner, grandmother, grandfather, grandchildren, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepson, stepdaughter, nieces and nephews and any other member of the family living in the same household with the employee.

4. **Legal Leave:** An employee shall be given time off with pay when performing jury duty or when commanded to appear as a witness before a Legislative Committee in connection with the performance of duty as an employee.

5. **Special Leave of Absence:** An employee in the SOA unit who is temporarily mentally or physically incapacitated to perform his/her duties may be granted a special leave of absence without pay.

A. Request for this type of leave shall be submitted to the Chief in writing not less than two weeks in advance of the date for which such leave is desired, except in the event of an emergency. The request will state the reasons for the leave and the time requested. Confidentiality will be at the request of the employee

B. A Leave of Absence will only be approved if the employee has no sick, personal, compensation, or vacation days available.

C. Special Leave, if granted by the Employer, cannot exceed six (6) months.

D. Upon return from an approved Leave of Absence, the employee shall assume his/her prior seniority rights.

E. When an employee is granted a special leave of absence, without pay, no benefits will accrue. The time the employee is on leave does not count for his/her

time "on the job." No vacation, personal, sick or other personal leave days will accrue during this time frame. Also, while on a Special Leave, this time will not be counted toward the employee's longevity.

F. Health benefits cease while on a Special Leave of Absence. Employees, may at their option, pay for these benefits for a period not to exceed six months. It shall be the employee's responsibility to make arrangements with the County Administration.

6. Family Leave Act: An employee shall be permitted to take a leave of absence within the parameters of the current Family Leave Act in any given year of this contract.

ARTICLE 19

WORKER COMPENSATION

1. When an employee is incapacitated because of an occupational injury or disease (as determined by a physician designated by the Employers worker's compensation administration), the employee will be paid their full base salary for the initial thirty (30) days of job-related disability.

2. If the employee remains incapacitated due to an occupational injury or disease beyond the initial thirty (30) day period he or she will be entitled to workers' compensation benefits as set forth by New Jersey Statute (NJSA 34:15-1 et seq.). The Employee will receive the difference between their regular rate of pay and disability or worker's compensation payments that they receive for a period not to exceed one (1) year.

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 will continue to remit pension contributions for the employee during said workers' compensation leave.

ARTICLE 20

REIMBURSEMENT FOR EXPENSES

1. **Travel Allowance:** If an employee shall be required to use a personal vehicle in connection with the performance of official duty, he or she will be reimbursed mileage expenses at the rate of .40 cents per mile. Such mileage shall be computed from and returning to the Prosecutors Office and approved by the Chief.

2. **Meals, Travel & Lodging:** Meals, travel and lodging will be paid for in accordance with the County Policy, or any subsequent revisions, relating to reimbursement for such expenses. Meals will be paid at the following rate, unless increased by County Policy:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00

Receipts will be obtained and submitted by way of County Policy to the Chief or his designee and will be reimbursed no later than 30 days after the date of submission.

3. **Education Policy**

A. The Employer agrees to reimburse tuition and book costs upon satisfactory completion, up to a maximum of \$1000.00 per year, per employee, for courses that are related to or may lead to the advancement in related positions, as determined by the Employer or his designee.

B. An employee who anticipates making a request for reimbursement must submit such request by November 1st of the preceding year so that allowances can be made in the following year's budget.

C. The course must be pre-approved by the Employer prior to the employee enrolling in the class. No reimbursement will be made for a course not pre-approved. Reimbursement will be made only for grades C and higher.

D. All members of the SOA unit hired and having earned a degree prior to January 1, 2008, will be compensated annually as follows:

\$500.00 for an Associates' Degree or its equivalent
\$1,000.00 for a Bachelors' Degree
\$1,500.00 for Masters' Degree
\$2,000.00 for a Doctorate Degree.

All members of the SOA unit hired or earning degrees after January 1, 2008 shall receive the aforementioned annual educational stipends only if the Employer declares his/her degree to be job-related. The Employer shall not unreasonably declare a degree unrelated to one's job. Any dispute as to whether a degree is job related shall be resolved through the Grievance Procedure (Article 9) of this Agreement. All monies paid under this provision will be issued in a separate check by the County on the last payday of the month of June in each calendar year. The employee must submit proof of said degree to the Employer.

4. **Indemnification:** The County shall hold an employee harmless from any loss, claim or liability to any third person or persons, from all liability for all acts of

negligence or negligent failure to act while in the performance of duty when such acts are not willful, malicious, or the result of drunkenness voluntarily induced by the employee, 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 such claim against the employee.

ARTICLE 21

SENIORITY

1. Seniority is defined as the total continuous length of employment with the Employer as a sworn full-time law enforcement officer.

2. Seniority will be based on the Superior Officer's date of promotion by the Employer. If a question arises concerning two or more employees who were promoted on the same date, consideration will be given to the employee's actual date of application. Thereafter, preferences will be given in accordance with the Civil Service Rules and Regulations.

3. No employee shall be promoted to the rank of Sergeant until said employee has served a minimum of four (4) continuous years as a full time sworn law enforcement officer with the Employer. Lieutenants must have a minimum of two (2) years as a Sergeant, and the rank of Captain will require a minimum of two (2) years as a Lieutenant before they can be considered for promotions to that respective rank.

4. If a Sergeant's position becomes available, and there are less than four Detectives who qualify by the above standard, the Employer reserves the right to reduce this requirement in six month increments until such point as there is a sufficient pool of eligible candidates. The rank of Lieutenant and Captain will require a minimum of two eligible persons and the same six-month increment rule applies if insufficient candidates are eligible.

5. The Employer shall maintain an accurate seniority list to be made available upon request by a SOA representative. Seniority will be a consideration by the Employer in matters pertaining to advancement, transfer or issues that affect the conditions of employment. Seniority cannot be transferred from any other entity and begins on the date of employment, as a detective, with the Employer. Any written formal directive that affects the advancement abilities of an employee, or the seniority ranking of same, will be discussed and agreed to by the Employer and the SOA.

ARTICLE 22

SOA BUSINESS

The Employer shall afford the SOA executive officers and/or designated contract negotiators for the SOA, reasonable time, during normal working hours, to conduct official SOA business. The Employer shall, upon written request from the SOA, make reasonable accommodations to allow at least two designated members to attend outside union business such as conventions, meetings and other legitimate activities pursuant to 40A:14-177. All expenses incurred during such events will be the responsibility of the SOA, except for salaries.

ARTICLE 23

VEHICLES

The Employer agrees to supply vehicles that conform to the following standards:

1. All vehicles will be mid to full size four door passenger cars and/or SUVs equipped with a minimum of AM/FM radio and air conditioning, or in conformance with current state contract pricing requirements for vehicles. **Note:** The Organized Crime Bureau (OCB) vehicles will be selected by the Chief with input from the Task Force Commander to conform to the needs of the Organized Crime Bureau. The Prosecutor will have final approval of the recommendation.

2. Vehicles used primarily by investigative personnel will be equipped with adequate emergency lighting and an audible device to conform to the minimum standards established in the New Jersey Attorney General Guidelines relating to Motor Vehicle Pursuits.

3. All vehicles will be kept on a routine maintenance schedule. Vehicles deemed unsafe to operate by a certified mechanic, authorized by the state or county, will be removed from service and immediately repaired, or if that is not possible, said vehicle will be replaced. Sufficient funds must be available in the Employer's budget for replacement to take place.

4. The assigned operator of a vehicle agrees to maintain such vehicle in accordance with the specific maintenance guidelines and policies. All damage or other issues relating to the vehicle will be immediately reported to the Superior Officer's supervisor. Each vehicle assigned to the Superior Officer will be maintained by the Superior Officer 24 hours per day and can be used by said Superior Officer within contiguous counties of the Employer, while on duty or on-call, in order to return to duty in a timely fashion if requested. No Superior Officer will operate a vehicle outside this radius for any purpose other than official law enforcement functions as deemed necessary by the immediate supervisor.

ARTICLE 24

HEALTH BENEFITS

1. Health Insurance.

A. The bargaining unit employees shall choose between any of the following available plans:

- i. Horizon Blue Cross Blue Shield of New Jersey Direct Access;
- ii. Horizon Blue Cross Blue Shield of New Jersey POS;
- iii. Horizon Blue Cross Blue Shield of New Jersey EPO;
- iv. Horizon Blue Cross Blue Shield of New Jersey EPO HDP/HSA; or
- v. Horizon OMNIA Health Plan

Effective January 1, 2020, all unit members receiving benefits through the County shall have Horizon Omnia Health Plan as their "base plan" for health benefits paid for by the County, less any premium sharing amounts currently paid by unit members. Employees may choose other plans but are required to pay the full difference in premium between the OMNIA plan and the plan they choose if more expensive. The current high deductible plan is not available to those hired on or after January 1, 2019.

B. Bargaining unit employees are required to contribute health insurance benefit premiums in accordance with Chapter 78, P.L. 2011. Any bargaining unit employee, who chooses any available plan other than Horizon Blue Cross Blue Shield of New Jersey EPO HDP/HSA, shall continue to contribute in accordance with Year 4 contribution levels in accordance with their corresponding salary levels under Chapter 78, P.L. 2011 throughout the term of this Agreement, all bargaining unit employees shall be required to pay their Year 4 percentage of the increased premium.

i. For any bargaining unit employees enrolling in the Horizon Blue Cross Blue Shield of New Jersey EPO HDP/HSA plan, there will be no health insurance premium contribution under the EPO HDP/HSA plan for the 2015 calendar year. Effective January 1, 2016 plan year, any bargaining unit employee enrolled in the Horizon Blue Cross Blue Shield of New Jersey EPO HDP/HSA plan will be required to pay their year 4 percentage of any premium increase for the plan. For purposes of calculating increases in premium amounts, the 2015 premium for the Horizon Blue Cross Blue Shield of New Jersey EPO HDP/HSA will be the base¹. Employees who are

¹ i.e., if health insurance premiums for the Horizon Blue Cross Blue Shield of New Jersey EPO/HSA plan increase \$1000 for the 2016 plan year, a Year 4 top tier salary employee would pay a 2016 premium contribution of \$350.00. Any employee enrolled in that plan will be required to make a contribution on only the premium increase in accordance with their Chapter 78, P.L. 2011 contribution percentage with the 2015 premium being the base for the life of this Agreement.

or were enrolled in the EPO HDP/HSA Plan shall be covered by the current contractual premium sharing rates. Employees who for the first time enroll in the EPO HDP/HAS for plan year 2020 shall contribute at the Chapter 78 rates towards the premium.

C. Open enrollment in plans shall be in accordance with County policies.

D. The Employer and/or the County administration 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 offered under the Agreement and as more fully set forth in Subsection A. above.

Any unresolved dispute regarding whether the benefits and coverage of a proposed new plan are, in the aggregate, substantially equal to the plans now in effect as set forth in Subsection A may be submitted to expedited arbitration.

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

F. Where an employee has dependent(s) covered under the County Health Benefits Plan, and such dependents(s) subsequently become ineligible to participate in the County Health Benefits Plan due to the death, divorce, or otherwise, the employee shall, within thirty (30) days of the event triggering the dependent's ineligibility, notify the County Human Resource Department of the change in coverage. If the employee fails to give said notification, the employee shall reimburse the County for expenditures made relating to the insurance coverage of the dependents during the period of ineligibility. Moreover, the employee's failure to provide timely notice is grounds for discipline.

G. The County dental plan benefit level shall be 50/50 of covered benefit limits. Employees shall contribute toward their dental benefits in accordance with the Year 4 requirement of Chapter 78.

H. The County shall continue optical coverage equivalent to or better than the current plan with an employee contribution governed by Year 4 requirements of Chapter 78.

I. The Emergency Room co-pay for all plans shall be \$100.

J. A third tier (formulary) shall be added to the prescription plan. The co-pay for this third tier shall be \$50.00.

ARTICLE 25

LIFE INSURANCE/ DEATH BENEFITS

1. Life Insurance

The County shall provide full-time employees with life insurance coverage. The County Employee Group Life Insurance Policy death benefit shall be in the amount of \$15,000.00. 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.

ARTICLE 26

RETIREMENT

1. Employees shall retain all pension rights in accordance with New Jersey State Law. Health Benefits upon retirement will conform to the established protocols of the County.

ARTICLE 27

SAFETY AND HEALTH ADMINISTRATION

1. 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 safety, health and security.

2. Employer and the SOA 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. Employer may establish reasonable and necessary rules of work and conduct. The Employer will instruct the County to also appoint a safety and health member to the committee to be involved in the above.

3. A designated SOA representative will be included in the future planning or modifications of existing or planned office space.

ARTICLE 28

SERVICE RECORDS

Each SOA member shall be entitled to inspect his service records upon reasonable request between the hours of 8:30 AM and 4:30 PM on any workday.

ARTICLE 29

NON-DISCRIMINATION

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

ARTICLE 30

ACTING POSITIONS

Employees shall not be appointed to acting positions. Temporary vacancies shall be filled in accordance with Title 4A of the New Jersey Administrative Code.

ARTICLE 31

PERSONNEL INFORMATION

1. Disclosure of personnel records will be done only pursuant to N.J.S.A. 47:1A-10, the "Open Public Records Act" (OPRA).

2. The Employer and the SOA agree that all personnel records of employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent from the employee or in accordance with the provisions thereto. An employee shall have the right to receive a copy of any document that is placed in the employee's personnel file. The employee may attach a response to any such document, as may the Employer. The employee will sign a receipt, or any other documentation required by the Employer, acknowledging that he or she received said documents.

3. All disciplinary records on employees, from a written reprimand on up, will be kept in confidential files in the Chief, or his/her designee's office, or suitably secured area designated by the Chief. Each employee will receive a copy of any documents entered into such file and sign any required documents acknowledging receipt. Signing of said documents does not indicate agreement.

4. The employee shall retain the right to submit a written response to any such document which shall remain in the file. This in no way limits the employee's right to any other action allowed by law or contract when faced with a disciplinary issue.

ARTICLE 32

NON-DEFINED ISSUES

Issues not specifically addressed by this contract will rely on current law and/or current County policies for definition and determination.

ARTICLE 33

TERM OF THE CONTRACT

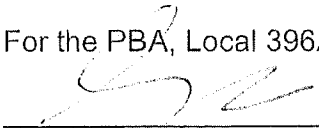
1. This contract shall cover the period Nunc Pro Tunc from January 1, 2019 to December 31, 2023 at 11:59PM.

2. Negotiations for the renewal of this contract, or for the execution of a new contract, shall begin no later than August 1, 2023.

3. This contract shall not be changed or altered in any way during the contract term without the written consent of both parties.

4. If a new contract is not agreed upon by the completion date of this contract, the terms and conditions of this agreement will remain in effect until such time as a new agreement is reached. The continuation of this agreement shall include any and all issues herein.

For the PBA, Local 396A

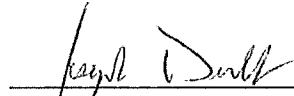

George Chopek
President, PBA Local 396A

For the Employer


Jennifer Webb-McRae
Cumberland County Prosecutor

For the County


Kimberly Wood
Cumberland County Administrator


Joseph Derella
Freeholder Director

ATTACHMENT A (SALARY GUIDE)

RANK	2018	1/1/19	1/1/20	1/1/21	1/1/22	1/1/23
Captain	\$127,489	\$131,314	\$135,253	\$139,040	\$142,099	\$145,225
Lieutenant	\$122,315	\$125,984	\$129,764	\$133,397	\$136,332	\$139,331
Sergeant	\$110,371	\$113,682	\$117,093	\$120,371	\$123,019	\$125,725

The following pay scale shall be implemented for any employee promoted to Sergeant on or after November 1, 2019:

Step	Promoted 11/1/19- 12/31/19	Promoted in 2020	Promoted in 2021	Promoted in 2022	Promoted in 2023
Start of year	\$10,000 below	\$10,000 below	\$10,000 below	\$10,000	\$10,000
1	top pay	top pay	top pay	below top pay	below top pay
Start of year	Top Pay	Top Pay	Top Pay	Top Pay	Top Pay
2					

ATTACHMENT B (Vacation Guide)

Vacation Scale	>10 Years (Days)	Hours	10-15 Years (Days)	Hours	16-20 Years (Days)	Hours	20 + Years (Days)	Hours
Sgt.	21	168	23	184	25	200	27	216
Lt.	22	176	24	192	26	208	28	224
Capt.	23	184	25	200	27	216	29	232