

# AGREEMENT

Between

THE COUNTY OF CUMBERLAND,  
THE CUMBERLAND COUNTY  
PROSECUTOR

And

THE UNITED PUBLIC SERVICE  
EMPLOYEES UNION

JANUARY 1, 2019 - DECEMBER 31, 2023

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PREAMBLE

This Agreement entered into by the County of Cumberland, the Cumberland County Prosecutor hereinafter referred to as the “Employer” and United Public Service Employees Union, 3555 Veterans Highway, Suite 11, Ronkonkoma, NY 11779, hereinafter referred to as the “Union”, has as its purpose the harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE ONE

RECOGNITION

The Employer recognizes the Union as the designated representative for the purpose of collective negotiations according to law for all full-time Clerk 1, Keyboarding Clerk 1, 2, 3, Advocate Victim Witness Program, Advocate Victim Witness Program – Bilingual, Legal Secretary, Legal Secretary - Bilingual, Paralegal Specialist, Principal Account Clerk, Senior Account Clerk, Clerk Typist 2, Evidence Handling and Clerk Stenographer 2, employed by the Cumberland County Prosecutor, as per Appendix “A” attached. Also, all new titles, which are appropriate to this designated representation, will be included under the contract. Excluded are all other employees including managerial and/or supervisory employees and confidential employees.

## ARTICLE TWO

### MANAGEMENT RIGHTS

All the authority, rights, and responsibilities possessed by the Cumberland County Prosecutor are retained. Management reserves all rights subject to the specific limitations in this Agreement that it had prior to the execution of this Agreement, including but not limited to the right of the Prosecutor to determine the standards of service to be offered by its employees, determine the standards of selection of employment, direct its employees, take disciplinary action for just cause, relieve its employees for duty because of lack of work or for any other legitimate reason, maintain efficiency of its operations, determine the amount of overtime to be worked, determine the methods, means, and personnel by which its operations are to be conducted, determine the content of work assignments, schedule the hours, take all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and the technology of performing its work.

### ARTICLE THREE

#### MAINTENANCE OF STANDARDS

With respect to matters not covered by this Agreement, the Cumberland County Prosecutor will not seek to diminish or impair during the term of this Agreement, any benefit or privilege provided by law, rule, or regulation for employees without negotiations with the Union; provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Prosecutor by the Management Rights clause of this Agreement. Employees retain all civil rights under the New Jersey State and Federal law.



ARTICLE FOUR

EXISTING LAW

All rights, privileges, prerogatives, duties, and obligations of parties contained in the New Jersey State Constitution or the Revised Statutes of the State of New Jersey, in its present or amended form, shall be contained during the life of this Agreement. In the event any portion of this Agreement shall be found to be in conflict with or contravene said Constitution, the Revised Statutes, or any other law of the State of New Jersey, that portion shall be null and void, and the remainder of this Agreement shall be in full force and effect.

## ARTICLE FIVE

### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable or bargainable issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE SIX

### HEALTH AND SAFETY

The Cumberland County Prosecutor shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state, and local laws. To that end a Safety and Health Committee composed of three representatives each from Management and the Union shall be created which shall meet bi-monthly for the purposes of reviewing health and safety conditions and making recommendations for their improvement. Such committee shall be responsible for the creation of subcommittees to deal with particular problems. If the Prosecutor is aware of abnormally dangerous safety or health hazards not known to employees, the employees involved shall be told of such hazards, the symptoms of possible exposure, necessary medical tests or treatment, and what suggested precautionary steps, if any, should be taken. No employees are expected to perform work which exposes them to abnormally dangerous safety or health hazards. The Prosecutor's office will provide any necessary material, clothing and equipment to do the job safely.

ARTICLE SEVEN

BULLETIN BOARDS

Bulletin boards will be made available by the Employer at all work locations for the use of the Union for the purpose of posting Union announcements. Political or derogatory material shall not be posted.

ARTICLE EIGHT

NON-DISCRIMINATION

The parties to this Agreement agree that there shall be no discrimination based upon any protected status as may be included in State or Federal laws including but not limited to the New Jersey Law Against Discrimination, Title VII or the Civil Rights Act, and/or the Americans with Disabilities Act as amended.

ARTICLE NINE

NO STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support any strike (e.g. the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work, or absence in whole or in part, from the full, faithful, and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the Prosecutor. The Union agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject however to the application of the grievance procedure.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Cumberland County Prosecutor's office.

ARTICLE TEN

UNION VISITATION

Union representatives may visit all Cumberland County Prosecutor's Office facilities for purposes of administering this Agreement provided they contact the appropriate supervisor and sign-in upon their visit. There shall be no undue interference with work.

## ARTICLE ELEVEN

### HOURS OF WORK

The current number of working hours, consisting of a full-time work week is thirty-five (35) hours. The regular work day shall be from 8:30 a.m. to 4:30 p.m., inclusive of a one (1) hour unpaid lunch period. Additionally, all provisions of the Cumberland County Prosecutor's Manual, Section 10.3, shall be incorporated herein. The regular work day may be modified, at the sole discretion of the Prosecutor, to provide alternative work shifts from 7:30 a.m. to 3:30 p.m. and 8:00 a.m. to 4:00 p.m. Assignment(s) of Employees to alternative work shifts shall be at the sole discretion of the Prosecutor. The regular and alternative work shifts shall be inclusive of a one (1) hour unpaid lunch.



## ARTICLE TWELVE

### OVERTIME

- A. Employees may be required to work in excess of the hours designated as a normal work week for their class title. Any employee who is authorized or required to work in excess of thirty-five (35) hours per week shall be compensated at the rate of one and one half (1 ½) times the employee's regular hourly rate. Overtime pay calculation shall be inclusive of holiday and vacation time, but exclusive of compensation and sick time.
- B. The Employer will provide cash or compensatory time at the Employer's discretion in compliance with the Fair Labor Standards Act.
- C. Call-In:  
Except regular on call duty, any Victim Advocate who is required to perform work during a period other than normal working hours shall be paid a minimum of four (4) hours straight pay.
- D. On-Call Pay:  
One (1) Victim Advocate will be on-call each day from 4:30 P.M. to 8:30 A.M. Monday through Friday and from 4:30 P.M. Friday through 8:30 A.M. Monday. The on-call Victim Advocate shall be assigned on a weekly basis. The on-call Victim Advocate shall be compensated at the rate of \$1.25 per on-call hour.
- E. Distribution of Overtime/On-Call:  
Overtime or On-Call work shall be divided equitably among all full-time employees within the job title in which the overtime or on-call exists. The Employer agrees to

keep a rotation list of overtime and on-call worked by full-time employees. (Refusal to work overtime or on-call should be charged as overtime or on-call work on the rotation list.) The employees who work on-call may switch weeks amongst themselves as long as they get prior approval of their supervisor. An employee will not be eligible for overtime or on-call unless the employee has the skill and ability to perform the overtime or on-call assignment.

- F. The following additional provisions shall apply only to Victim Advocates per the March 3, 2011 Consent Award between the parties:
1. The employer will continue to post an on-call roster listing the weeks that each Victim Advocate is assigned to work on-call. A "week" for on-call purposes commences at 4:30 PM on Friday.
  2. Each victim Advocate must work a minimum of three (3) on call weeks per year.
  3. When constructing the on call roster, the weeks containing the holidays of Christmas, Thanksgiving, July 4th and Easter shall not be included in the original forty-eight (48) week rotation. Instead, these four (4) holiday weeks shall be assigned in inverse seniority order. That is, the least senior person in the title Victim Advocate shall be assigned to work on-call for Christmas week; the second most junior Victim Advocate will be assigned to work Thanksgiving. The third least senior Victim Advocate will be assigned the July 4th week, and the next least senior Victim Advocate will be assigned to on-call work for the week containing the Easter holiday. This rotation of holidays shall continue in successive years.

4. No Victim Advocate may work more than two (2) consecutive weeks of on-call duty, unless expressly directed by the employer.
5. Employees may work an on-call schedule on behalf of another employee subject to the following limitations:
  - A. No employee may work more than twelve (12) weeks per year beyond his/her assigned on-call duties. For example, if an employee is assigned to work eight (8) on call weeks per year, that employee may accept no more than twelve (12) additional on-call weeks that were previously assigned to other Victim Advocates; and
  - B. Subject to the rule in C above, that the Victim Advocate may not work more than two (2) consecutive weeks of on-call duty unless expressly directed by the employer.
6. The employer will publish the on-call roster not later than June 15th and December 15th for rosters effective July 1 and January 1, respectively. The Victim Advocates shall have ten (10) calendar days within which to make any adjustments consistent with and in compliance with the terms of March 3, 2011 Consent Award. Thereafter, that roster, as modified, shall remain in effect for the six (6) month period, subject only to the employer's discretion with respect to employees switching weeks among themselves, as contained in Article 12, which shall be for extraordinary circumstances only.
7. The Victim Coordinator may, at the employer's discretion participate in any or all of the rotations herein.

ARTICLE THIRTEEN

JOB OPPORTUNITIES

Job vacancies shall be posted in accordance with the New Jersey Civil Service Commission Rules and Regulations and the Cumberland County Prosecutor's Policy Manual, Sections 3.1 and 3.6.

## ARTICLE FOURTEEN

### SHIFT AND SCHEDULE NOTIFICATION

The Prosecutor agrees to notify the Union shop stewards and the Union President at the Union's business office address sufficiently in advance of proposed schedule or work assignment changes. The Prosecutor agrees that the Union will be given the opportunity to present recommendations concerning the non-mandatory negotiable changes and to negotiate over the negotiable changes.

ARTICLE FIFTEEN

WORKING OUT OF CLASSIFICATION

Employees working full time out of classification for two (2) consecutive workdays shall, commencing with the third consecutive workday, be paid at the higher rate of pay of the two respective classifications if they are substantially performing the duties of the higher classification. For purposes of this Article, employees will be paid at their current step on the salary scale in the higher classification.

## ARTICLE SIXTEEN

### PERSONNEL FILES

The Employer will maintain a personnel file on each employee in accordance with the Cumberland County Prosecutor's Policy Manual, Section 10.11. Employees shall have the right to inspect their personnel file. Requests to inspect the file maintained by the County of Cumberland Personnel Office shall be made to the Director of Personnel and Human Resources. Requests to inspect the file maintained by the Cumberland County Prosecutor's Office shall be made to the Executive Assistant to the Prosecutor. Requests shall be honored in either instance within five (5) working days of the request.

## ARTICLE SEVENTEEN

### HOLIDAYS

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

In addition to the aforementioned holidays, the Prosecutor will grant a holiday when the Governor, as Chief Executive of the State of New Jersey, declares a holiday for State employees, provided that adequate prior notice of such intent is received by the Prosecutor to allow for an orderly arrangement of the Prosecutor's Office affairs of business, or when the Board of Chosen Freeholders of the County of Cumberland declares a holiday for all County Employees. Holidays which fall within an employee's vacation period shall be celebrated as soon as possible following the vacation. Holidays which fall on a Saturday shall be celebrated on the preceding Friday; and holidays which fall on Sunday shall be celebrated on the following Monday. Employees who work on a Prosecutor's Office holiday shall be paid double time and one half ( $2 \frac{1}{2} \times$ ) the regular salary rate for holiday hours worked with no additional day off. No compensatory time will be allowed. In order to receive holiday pay, the employees must have worked the scheduled work day before



the holiday, and the scheduled day after the holiday unless excused by illness supported by a doctor's excuse or other justifiable cause.

## ARTICLE EIGHTEEN

### VACATIONS

As of the effective date of this Agreement, full-time employees shall be entitled to vacation pay as follows:

Employees with less than one (1) full year of service will receive one (1) working day for each month of service. Vacation days must be accrued and will not be advanced.

Vacation time will be accrued as follows:

After the completion of:	1 - 5 years -	12 days
	5 - 12 years -	15 days
	12 - 20 years -	20 days
	20+ years -	25 days (Employees hired before the ratification date of this Agreement)
	20+years -	20 days (Employees hired after the ratification date of this Agreement)

Employees may take vacation in increments of not less than thirty (30) minutes, but not for lateness, with the approval of the Chief of Staff. However, at the beginning of each shift, vacation leave must be taken in increments of not less than sixty (60) minutes.

Employees shall sign up for vacation for the calendar year by the end of January. If there is a conflict in a particular work area, the senior employee within each job classification (i.e.: Clerks, Victim-Advocates, Legal Secretaries/Paralegals) shall have preference. After the end of the sign up period, vacations shall be granted on a first-come basis within each job classification provided work requirements shall be met.

Employees shall be notified within ten (10) working days of submitting their vacation requests if the request was granted by the Chief of Staff.

An employee may carryover up to five (5) unused vacation leave days from one year to the next without departmental permission. However, the County Prosecutor or his/her designee shall have the authority to approve the carryover of additional days in the case of extreme circumstance.

## ARTICLE NINETEEN

### SICK LEAVE

- A. Sick leave may be utilized by all full-time employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.
- B. Each employee will be granted annual sick leave as follows:  
One working day for each for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1 ¼) per month for each calendar year thereafter. If an employee begins work after the fifth (5<sup>th</sup>) day of the month, sick leave is not earned for that month.
- C. In all cases of illness whether a short or long term, the employee is required to notify his or her supervisor of the reason for the absence at the earliest possible time, but in no event less than his usual possible reporting time, or other time as required, or necessitated by the circumstances. An employee's failure to notify his or her supervisor may be cause of denial of the use of sick leave for that absence and constitute cause of disciplinary action.
- D. An employee may use sick leave in increments of not less than thirty (30) minutes, but not for lateness, with the approval of the Chief of Staff. However, at the beginning of the shift, sick leave must be taken in increments of not less than sixty (60) minutes.
- E. When sick leave balances are exhausted, the Employer, at its discretion, may allow employees to utilize vacation or other accrued leave for an employee's time off due to an illness or injury.

- F. Employees transferring from one position to another within Cumberland County government will retain accumulated leave.
- G. Sick time may be used for care for a reasonable time, of a seriously ill member of the employee's immediate family. Immediate family is defined as mother, father, spouse, child, foster child, sister, brother, grandchild, grandmother, grandfather, mother-in-law, father-in-law, and other relatives residing in the employee's household.
- H. The use of sick leave and the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA) shall be used/counted concurrently as allowed by law.
- I. An employee who shall be placed on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness at the time of his/her return from such illness. Such medical certification shall indicate whether the employee may return to duty with or without restrictions. If applicable, the medical certification shall define duties which are restricted and the length of time such restrictions shall exist.
- J. Nothing herein shall restrict management's right to require acceptable medical evidence substantiating the need for taking sick leave from an employee who is suspected of abusing sick leave.

## ARTICLE TWENTY

### DISABILITY LEAVE: OCCUPATIONAL INJURY

When employee is incapacitated and unable to work because of any occupational injury or disease, as evidenced by a certificate of a County designated physician or other doctor acceptable to the County, he or she shall be granted in addition to his or her annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of thirty (30) days or so much thereof as may be required, as evidenced by certificate of the County designated or accepted physician, but not longer than a period of which worker's compensation payments are allowed. If at the end of such thirty (30) day period the employee is unable to return to his respective employment, a certificate from the County designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of his sick leave and accumulated vacation. In the absence of such election, only worker's compensation payments will be paid to the employee after the disability leave period and accumulated sick leave shall not be affected in any manner. During the thirty (30) day disability leave period in which the full salary of wages of any employee is paid by the County of Cumberland, any compensation payments made to or received by or on behalf of such employees shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the County of Cumberland by the insurance carrier or the employee. Whenever the County designated or accepted physician shall report in writing that the employee is fit to resume his or her duties, such employees shall forthwith report for duty. Furthermore, if an employee, during the period of his or her disability is fit to perform other

light duties, the County may elect, at its discretion, to allow or require such employee to perform these light duties. The employees ability to perform such light-duty shall be determined by a County designated physician or other physician acceptable to the County. Any employee on injury leave, resulting from injury while on duty, shall continue to accrue sick leave credits during such time the employee remains on the payroll.

## ARTICLE TWENTY-ONE

### LEAVE OF ABSENCE

#### A. General leave:

Leaves of absence, except as otherwise expanded herein, are to be administered according to the provisions of the New Jersey Administrative Code, Title 4A, adopted by the Civil Service Commission.

#### B. Personal leave:

1. All employees covered in the contract shall be granted an annual allowance of four (4) days personal leave with pay. Personal leave days may be taken in increments of not less than thirty (30) minutes, but not for lateness, with the approval of the Chief of Staff. However, at the beginning of the shift, personal leave must be taken in increments of not less than sixty (60) minutes. Newly hired employees shall be credited with the right to use such four (4) personal days at the rate of one (1) day for each three (3) months of service. Those leaving the employment of the Prosecutor who have then exceeded the use of personal days shall have the compensation for same deducted on a prorated basis from their last employment check; provided, however, that this shall not apply to retirees.
2. Personal leave credits remaining unused by an employee at the end of the calendar year shall be converted to sick leave credits. The employee must notify his or her supervisor at least forty-eight (48) hours in advance except in extreme emergency, whereby the supervisor may waive this requirement. Such personal days will be



granted if there is no undue burden upon work requirements. The County will make every reasonable effort to grant employees the personal days off requested.

3. Priority in granting such request for personal leave:

- a) Emergencies
- b) Observation of religious or other days of celebration
- c) Employee personal business

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

C. 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 a leave of absence shall not exceed two (2) weeks.
2. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active-duty with the Armed Forces of the United States, or with any organization authorized to serve therein with the Armed Forces of the United States 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 United States shall be regarded as having resigned.

D. Jury duty/Misc. 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, Judicial or Quasi-Judicial Body, other than in connection with the performance of his or her duty as employee;
3. Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.

Employees returning from authorized leaves of absence are 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.

E. FMLA/NJFLA:

The Employer and the Union agree that the provisions of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA) shall be abided by during the term of this contract. FMA and NJFLA leave shall be used/counted concurrently as allowed by law.

ARTICLE TWENTY-TWO

FUNERAL/BEREAVEMENT LEAVE

All full-time employees shall be granted a leave of absence not exceeding three (3) working days from the date of death to the day of the funeral because of death of a member of their immediate family; and where the funeral 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 interpreted to mean working days; the three (3) days shall be computed from the time the body of the deceased arrives in New Jersey. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, grandchild, brother, sister, mother-in-law and father-in-law, step-mother, step-father, step-son, step-daughter, and members of the family living in the same household with the employee. Proof of death may be required.

ARTICLE TWENTY-THREE

EMERGENCY DAYS

Whenever the Prosecutor for weather reasons, deems an emergency day off and requires that no employees report to work, those employees will be paid a regular day's pay and will not be required to use personal, sick, vacation, or compensatory time. If an employee for weather reasons cannot get to work and the Prosecutor has not closed the office, the employee may be able to use, personal, sick, vacation, or compensatory time for that day.

ARTICLE TWENTY-FOUR  
HEALTH INSURANCE BENEFITS

HEALTH BENEFITS

1. Health Insurance

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

1. Horizon OMNIA Health Plan;
2. Horizon Blue Cross Blue Shield of New Jersey Direct Access; or,
3. Horizon Blue Cross Blue Shield of New Jersey POS.

B. Effective October 1, 2019, all unit members receiving benefits through the County shall be enrolled in the Horizon Omnia Health Plan. The OMNIA plan shall be considered the “base plan” for health benefits paid for by the County, less any premium sharing amounts currently paid by unit members. Employees will still have the right to select other plans during open enrollment. However, the employee will be responsible for paying the difference in premium between the OMNIA plan and the more expensive plan, as well as the employee’s applicable Chapter 78 contribution for the OMNIA plan. The current high deductible plan is not available to those hired on or after January 1, 2019.

C. The Employer and the Cumberland 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 in the Agreement and as more fully set forth in Subsection A above.

D. In the event the Employer and the Cumberland County administration seek 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 Union with thirty (30) days notice before any such change is to take place, in order to permit the Union and the employer to meet and discuss the proposed change and effects of such change on bargaining unit employees.

E. Where an employee has dependent(s) covered under the County Health Benefits Plan, and such dependent(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 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 employee's failure to provide timely notice which failure may be grounds for discipline.

F. The County dental plan benefit shall be 50/50 of covered benefit limits. Employees shall contribute toward their dental benefits in accordance with the requirements of Chapter 78.

G. The County shall continue optical coverage equivalent to or better than the current plan with an employee contribution governed by Chapter 78.

H. The Emergency Room co-pay for all plans shall be \$100.00.

I. The third tier (formulary) co-pay shall be \$50.00.

## ARTICLE TWENTY-FIVE

### RETIREMENT

Subject to the following conditions, the County shall provide health benefit coverage for employees retiring from County employment, subject to twenty percent (20%) premium co-pay. To be eligible, the retiring employee must:

- A. Retire from active employment with Cumberland County under the N.J. State Pension Program; and
- B. Be enrolled and/or eligible in any of County offered plans; and
- C. Be at least 55 years of age; and
- D. Have at least twenty-five (25) years of employment service with Cumberland County if a non-veteran, or at least twenty (20) years of employment service with Cumberland County if a veteran.
- E. The following retired employees shall be excluded from eligibility even though they would otherwise qualify:
  1. Employees who although they meet the age eligibility requirement of the Federal Medicare Program are not covered by the Federal Program.
  2. Employees who are eligible under a like or similar coverage under another group program covering the employee or his/her spouse.
- F. Eligible employees shall have thirty (30) days after the date of retirement from County employment to elect coverage.
- G. All coverage under this plan shall terminate upon the death of the retired employee.

- H. Any employee hired after the ratification date of this Agreement shall not be eligible for the retirement health benefit coverage provided for in this Article Twenty-Five.
- I. Employees who retire from Public Employees Retirement System shall be entitled to receive a lump sum payment for unused accumulate sick leave earned during continuous service since the most recent date of hire. The payment shall be computed at the rate of one-half (1/2) of eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of the employee's employment prior to the effective date of retirement, provided, however that no such supplemental compensation payment shall exceed \$9,000.00.



## ARTICLE TWENTY-SIX

### LIFE INSURANCE

Employer shall provide full-time employees with life insurance coverage. The County Employee Group Life Insurance Policy Death Benefit shall be in the amount of seven thousand five hundred dollars (\$7,500.00). When an authorized Leave of Absence without pay due to illness or other emergency leave is granted, life insurance shall be continued for the first thirty (30) days of said leave. When an employee is injured on the job, life insurance benefits may be continued by the County at its discretion for a period not to exceed one (1) year from the date of injury provided said injury is recognized as eligible for worker's compensation.

## ARTICLE TWENTY-SEVEN

### SENIORITY

- A. Seniority once an employee becomes a permanent employee is defined as an employee's total length of continuous service with the Employer, beginning with their original date of hire, provided that such service was not interrupted except by authorized leave of absence and except as modified by the N.J. Civil Service Commission. Employees promoted to positions outside this Agreement shall maintain their seniority in prior position for a period of one (1) year.
- B. If a question arises concerning two or more employees who were hired on the same date, the following shall apply:
1. If hired prior to the effective date of this Agreement, seniority preference among such employee shall be determined by the order in which such employees are already shown on the Employer's payroll record.
  2. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in accordance with N.J. Civil Service Commission Rules and Regulations or in alphabetical order whichever is applicable.

ARTICLE TWENTY-EIGHT

GRIEVANCE PROCEDURE

A. Definitions:

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

Employee - any member of this bargaining unit.

Employer - the Cumberland County Prosecutor.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Union.

There shall be no meeting with management which results in disciplinary action unless the employee has been given the right to have a Union representative present.

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

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

C. Employee Grievances:

Step 1. The Prosecutor or a designee (who are not immediate supervisors of employees included in the bargaining unit) will receive a written grievance. The grievance shall be taken up with the designated individual, in writing within five (5) working days of the occurrence or within five (5) working days after he or she would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the designated individual shall then attempt to adjust the matter and shall respond within five (5) working days.

Step 2. In the event the aggrieved person is not satisfied with the decision of the County Prosecutor or the Prosecutor's designee, the aggrieved or the USPEU, on his/her behalf, has ten (10) business days within which to notify the Prosecutor, in writing of his/her intention to file for binding arbitration.

- a. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employee Relations Commission.
- b. The arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after close of the hearing. The decision shall set

forth the arbitrator's finding 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 UPSEU. 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.

#### D. Employer Grievances:

If the Employer has a grievance against the Union it shall present its grievance to the Union in writing within five (5) working days of the occurrence or within five (5) working days after it would reasonably be expected to know of the occurrence.

Failure to act within the said five (5) days shall be deemed to constitute abandonment of the grievance.

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

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

The Employer shall have thirty (30) days after this period to submit the grievance to the American Arbitration Association. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall have no authority to render an award which goes beyond the provisions of this Agreement. The fees and expenses for the arbitrator shall be shared equally by the parties.

## ARTICLE TWENTY-NINE

### STEWARDS

It is agreed that there shall be two (2) stewards representing the Prosecutor's Office.

Stewards in administering the collective bargaining agreement shall conduct their business wherever possible on non-working time. When it is necessary to do it on working time, interference with work shall be kept to an absolute minimum. Stewards shall notify and get approval from their supervisors prior to leaving their work and such approval shall not be unreasonably withheld. Stewards shall be allowed up to two (2) hours off per month with pay nine (9) times per year, if scheduled to work in order to attend meetings which may be scheduled when they are normally working. Stewards shall notify their supervisor of this need at least ten (10) days in advance.

Leave for attendance at UPSEU Convention and other Union Business. A total of seven (7) days leave with pay shall be afforded to UPSEU Stewards and local officers in any one (1) calendar year to attend an Annual Convention or for any other Union business. The Union shall have free option of selecting the most appropriate use of these days; that is, one (1) individual may use seven (7) days or two (2) individuals may use any combination of days not exceeding a total of seven (7) days. Unused leave days shall not be cumulative and cannot be transferred in whole or part of the next succeeding year. Written notice, from the Union of the authorization of such Steward or Officer to utilize such leave time shall be given to the Employer at least ten (10) days in advance.

ARTICLE THIRTY

MISCELLANEOUS

- A. Effective upon signing of the Collective Bargaining Agreement, the Employer agrees that in the event it determines that a reduction in the work force or involuntary transfers of bargaining unit employees should be implemented, it will provide the Union with advance notice before any such proposed changes are scheduled to take effect, and that the Employer will meet with the Union to discuss the proposed change(s), alternatives to the proposed change(s), and minimizing the effects on senior employees and to discuss the effects of such change(s) on bargaining unit employees.
- B. If it is necessary to subcontract work, the Union shall be notified in advance of the sub-contract which would result in layoffs in order to discuss the reasons for subcontracting.
- C. The Union shall be notified of employees who are discharged.
- D. Any reduction in the work force shall be implemented in accordance with Civil Service Rules and Regulations.
- E. Employees who are promoted from positions within the bargaining unit to positions outside the bargaining unit shall retain their seniority rights for a period of one (1) year.



## ARTICLE THIRTY-ONE

### TUITION REIMBURSEMENT

In an effort to encourage its employees to continue their professional development, the Prosecutor's Office shall provide for a tuition reimbursement assistance fund.

#### Employee Eligibility:

- A. At least one (1) year of full-time service.
- B. Course must be taken at an accredited school approved by the Prosecutor before tuition costs are incurred.
- C. Course must be related to present work duties.

#### PROCEDURE:

Employees shall file applications to receive reimbursement with Prosecutor at least sixty (60) days prior to the start of the semester.

#### AVAILABILITY OF FUNDING:

Since funds are limited they will be awarded on a first serve basis.

- A. Maximum total tuition per employee shall be one thousand seven hundred fifty dollars (\$1,750.00) per year for undergraduate and three thousand two hundred fifty dollars (\$3,250.00) per year for graduate.
- B. Reimbursement per credit hour shall not exceed:
  1. Undergraduate course- \$135.00
  2. Graduate course - \$260.00
- C. Tuition reimbursement, in the aggregate, shall not exceed 1.0% of the total payroll for the bargaining unit.

ARTICLE THIRTY-TWO  
EDUCATIONAL INCENTIVE

Victim Advocates shall be compensated annually for advancement in education stipends will be paid for job related degrees as follows:

Master's Degree - \$500.00

Doctorate Degree - \$750.00

These monies will be paid in a separate check by the County of Cumberland on the last payday in the month of June for each calendar year, and are not considered part of the employee's base salary. The employee must submit proof of said degree to Employer.

ARTICLE THIRTY-THREE

SALARY AND WAGES

- A. The rates of pay for all employees covered by this Agreement for the calendar years 2019, 2020, 2021, 2022 and 2023 shall be as set forth in the compensation schedule attached as Appendix A, entitled UPSEU Salaries – Revised Guide (Omnia Incentive Base). Eligible employees will move up step(s) on the Guide (Appendix A).
- B. Increments shall be paid on the first of the year for all employees employed on or before December 31, 2014. Employees hired after December 31, 2014 shall have their increment paid depending upon date of hire as follows:

All new employees hired prior to July 1 of each contract year shall receive their step increase on January 1 of the next succeeding contract year. Any new employee hired on/or after July 1 of each contract year shall not receive their step increase until July 1 following their next full 12-month contract year.

Any employee who has reached the top step of the salary guide shall be removed from the guide for future years. Future years' pay increases shall be based upon negotiated cost-of-living adjustments.

## ARTICLE THIRTY-FOUR

### PROMOTIONS

Bona fide promotions shall result in a minimum increase of \$2,500.00 per annum (Bona Fide to be interpreted as those promotions complying with the language of the Cumberland County Personnel Manual); however, where the \$2,500.00 increase will result in an employee's salary being greater than the maximum salary for his or her job title, that employee shall be capped at the maximum salary for the job title for which he or she is promoted. It is understood that newly created job titles shall not be eligible for this increase.

## ARTICLE THIRTY-FIVE

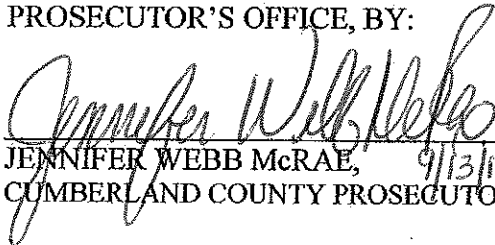
### DURATION

This Agreement shall be effective January 1, 2019 through December 31, 2023. This Agreement shall automatically renew upon its expiration unless either party gives at least sixty (60) days notice to terminate or modify this Agreement, and it shall remain in full force and effect during all periods of negotiation until formal agreement upon a successor Agreement.


EXECUTION PAGE

IN WITNESS WHEREOF, the Cumberland County Prosecutor's Office, the County of Cumberland, by and through its Board of Chosen Freeholders and the United Public Service Employees Union, on this 13<sup>th</sup> day of Sept. 20, 2019 have caused this Agreement to be signed by their duly authorized representatives.

CUMBERLAND COUNTY  
PROSECUTOR'S OFFICE, BY:

  
JENNIFER WEBB McRAE, 9/13/19  
CUMBERLAND COUNTY PROSECUTOR

COUNTY OF CUMBERLAND, BY:

  
JOSEPH DERELLA, 9/17/19  
DIRECTOR, CUMBERLAND COUNTY  
BOARD OF CHOSEN FREEHOLDERS

  
KIMBERLY WOOD 9/17/19  
CUMBERLAND COUNTY ADMINISTRATOR

UNITED PUBLIC EMPLOYEES  
SERVICE UNION, BY:

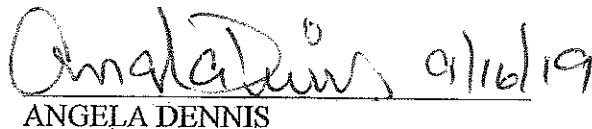
  
JAMES GANGALE, NEGOTIATOR

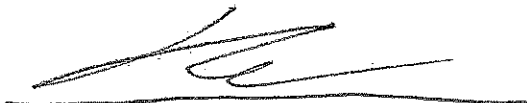
  
PEARL DOWNING

  
PAMELA REED

  
MONICA MARTUCCI

  
KRISTY KAKODA

  
ANGELA DENNIS

  
Kevin E. Royle, President

# APPENDIX A

# UPSEU Salaries - Cost of Guide (Omnia Incentive in Base)

7/15/14

Title	Name	2018		1.85%		1.85%		2020		1.90%		2022		1.90%		Total \$	Avg Inc
		Step	2018 Base	Step %	2019	Step	%	2020	Step %	2021	Step %	2022	Step %	2023			
Advocate	Forté, Dennis	OFF	54,638	OFF	55,649	OFF	58,078	OFF	59,182	OFF	1.9%	60,306	OFF	1.9%	61,452	294,667	2.4%
Advocate	Horne, Monique	OFF	54,536	OFF	55,545	OFF	57,972	OFF	59,074	OFF	1.9%	60,196	OFF	1.9%	61,340	294,128	2.4%
Keyboarding Clerk 1	Rabbai, Theresa	OFF	40,045	OFF	40,786	OFF	42,940	OFF	43,756	OFF	1.9%	44,588	OFF	1.9%	45,435	217,505	2.6%
Keyboarding Clerk 2	Marciano, Stephanie	OFF	43,654	OFF	44,462	OFF	46,684	OFF	47,571	OFF	1.9%	48,475	OFF	1.9%	49,396	236,588	2.5%
Keyboarding Clerk 2	Lore, Julia	OFF	43,654	OFF	44,462	OFF	46,684	OFF	47,571	OFF	1.9%	48,475	OFF	1.9%	49,396	236,588	2.5%
Keyboarding Clerk 2	Gibbs, Julia	OFF	43,552	OFF	44,358	OFF	46,578	OFF	47,463	OFF	1.9%	48,365	OFF	1.9%	49,284	236,049	2.5%
Sr Account Clerk	Dennis, Angela S	OFF	38,137	OFF	39,884	OFF	42,119	OFF	42,919	OFF	1.9%	43,734	OFF	1.9%	44,565	213,221	3.2%
Legal Secretary	Corney, Barbara	OFF	51,027	OFF	51,971	OFF	54,332	OFF	55,365	OFF	1.9%	56,417	OFF	1.9%	57,489	275,574	2.4%
Legal Secretary	Graham, Carol	OFF	50,823	OFF	51,768	OFF	54,121	OFF	55,149	OFF	1.9%	56,197	OFF	1.9%	57,265	274,495	2.4%
Legal Secretary	Downing, Pearl	OFF	50,721	OFF	51,659	OFF	54,015	OFF	55,041	OFF	1.9%	56,087	OFF	1.9%	57,153	273,956	2.4%
Legal Secretary	Kelley, Brenda	OFF	50,721	OFF	51,659	OFF	54,015	OFF	55,041	OFF	1.9%	56,087	OFF	1.9%	57,153	273,956	2.4%
Legal Secretary	Ricci, Betty	OFF	50,619	OFF	51,555	OFF	53,909	OFF	54,934	OFF	1.9%	55,977	OFF	1.9%	57,041	273,416	2.4%
Legal Secretary	Reed, Pamela	OFF	38,137	OFF	43,285	OFF	48,863	OFF	49,792	OFF	1.9%	50,738	OFF	1.9%	51,702	244,269	6.4%
Paralegal	Kaganzev, Mary	OFF	51,463	OFF	52,415	OFF	54,785	OFF	55,826	OFF	1.9%	56,886	OFF	1.9%	57,967	277,879	2.4%
Paralegal	Martucci, Monica	OFF	51,463	OFF	52,415	OFF	54,785	OFF	55,826	OFF	1.9%	56,886	OFF	1.9%	57,967	277,879	2.4%
Paralegal	Moore, Holly	OFF	51,463	OFF	52,415	OFF	54,785	OFF	55,826	OFF	1.9%	56,886	OFF	1.9%	57,967	277,879	2.4%
Total/Avg Off Guide	16		769,978		784,194		824,666		840,335		1.9%	856,381		1.9%	872,571	4,178,067	2.5%
Advocate	Kakoda, Kristy L	7.5	48,562	8	50,126	2.79%	51,526	OFF	52,505	OFF	1.9%	53,503	OFF	1.9%	54,519	262,179	2.3%
Advocate, BL	Gonzalez, Marta M	7	46,348	8	47,912	3.37%	49,312	9	50,400	10	2.6%	51,700	OFF	1.9%	52,682	252,006	2.6%
Advocate, BL	Hernandez, Annabel J	2	40,493	3	41,594	2.74%	42,984	4	43,900	5	3.0%	45,200	6	2.9%	46,500	220,068	2.8%
Advocate, BL	Cuifada, Marcelo A	1	39,451	2	40,493	2.64%	41,893	3	42,600	4	3.1%	43,900	5	3.0%	45,200	214,086	2.8%
Advocate, BL	Colon, Ellis	1	39,451	2	40,493	2.64%	41,893	3	42,600	4	3.1%	43,900	5	3.0%	45,200	214,086	2.8%
Keyboarding Clerk 2	Harris, Susan M	7.5	35,553	8	38,359	7.89%	41,379	9	43,400	10	3.0%	44,700	OFF	1.9%	45,549	213,337	5.1%
Keyboarding Clerk 1	Williams, Rebecca	2	28,270	3	30,400	3.40%	32,630	4	33,900	5	3.8%	35,200	6	3.7%	36,500	165,460	5.3%
Keyboarding Clerk 1	Dover, Carolyn D	1	27,311	2	28,270	3.51%	29,670	3	30,600	4	4.0%	33,900	5	3.8%	35,200	159,640	5.2%
Keyboarding Clerk 1	Abbott, Tyler	1	27,311	2	28,270	3.51%	29,670	3	30,600	4	4.0%	33,900	5	3.8%	35,200	159,640	5.2%
Keyboarding Clerk 1	Dayton, Neil	1	27,311	1	27,791	1.76%	29,670	2	31,300	3	4.2%	32,600	4	4.0%	33,900	155,261	4.4%
Keyboarding Clerk 1	Murray, Brandi	1	27,311	1	27,311		28,711	2	31,300	3	4.2%	32,600	4	4.0%	33,900	153,822	4.5%
Keyboarding Clerk 1	Sully, Chebea	1	27,311	1	27,311		28,711	2	31,300	3	4.2%	32,600	4	4.0%	33,900	153,822	4.5%
Keyboarding Clerk 1	Pantini-Varequez, Alyssa	1	27,311	1	27,311		28,711	2	31,300	3	4.2%	32,600	4	4.0%	33,900	153,822	4.5%
Legal Secretary	Burt, Diana K	8	43,855	9	46,601	6.26%	49,001	OFF	48,913	OFF	1.9%	49,842	OFF	1.9%	50,789	244,147	3.0%
Legal Secretary	Colon, Millard	7	41,559	7.5	43,855	5.52%	45,255	10	46,700	OFF	1.9%	47,587	OFF	1.9%	48,491	231,889	3.1%
Legal Secretary	Hickman, Merril S	3	36,326	4	37,521	3.29%	38,921	5	40,200	6	3.2%	41,500	7	3.1%	42,800	200,942	3.3%
Legal Secretary	Bowen, Sherrie L	3	36,326	4	37,521	3.29%	38,921	5	40,200	6	3.2%	41,500	7	3.1%	42,800	200,942	3.3%
Legal Secretary	Wolf, Maryanne	1	33,934	2	35,425	4.40%	36,826	3	37,600	4	3.5%	38,900	5	3.3%	40,200	188,952	3.4%
Legal Secretary	Cherry, Marie	1	33,934	1	33,934		35,334	2	36,300	3	3.6%	37,600	4	3.5%	38,900	182,068	2.8%
Legal Secretary, BL	Cook, Lourdes	5	39,167	6	39,913	1.90%	41,313	7	42,800	8	3.0%	44,100	9	2.9%	45,400	213,526	3.0%
Total/Avg On Guide	20		707,095		729,182		759,281		792,418		3.1%	817,382		3.0%	841,532	3,939,744	3.3%
UPSEU Annual Increase % / \$	36		1,477,073		1,513,375		1,583,947		1,632,753		2.5%	1,673,634		2.4%	1,714,103	8,117,812	2.9%

Job Titles above are based on a June 30 (end of day) census. Salaries for promotional advancements have been calculated as of the promotion date. 2019 pay rates are retroactive to January 1, 2019.

Total Cost of Contract: 8,117,812  
Average Annual % Increase in Contract: 2.9%



4/5/16  
2:22  
567

Steps - Proposed Guide	Keyboarding Clerk 1	Clerk Typist 2 Evidence, Senior Account Clerk & Keyboarding Clerk 2	Clerk Stenographer 2, Principal Account Clerk & Keyboarding Clerk 3	Legal Secretary	Paralegal Specialist	Advocate, Victim Witness
1	30,000	33,000	36,000	35,000	37,500	40,000
2	31,300	34,300	37,300	36,300	38,800	41,300
3	32,600	35,600	38,600	37,600	40,100	42,600
4	33,900	36,900	39,900	38,900	41,400	43,900
5	35,200	38,200	41,200	40,200	42,700	45,200
6	36,500	39,500	42,500	41,500	44,000	46,500
7	37,800	40,800	43,800	42,800	45,300	47,800
8	39,100	42,100	45,100	44,100	46,600	49,100
9	40,400	43,400	46,400	45,400	47,900	50,400
10	41,700	44,700	47,700	46,700	49,200	51,700

Any "Bilingual" title will be paid at the salary rate for same position without bilingual (on cost of guide chart) + \$1,000 to recognize bilingual abilities  
 A \$4,500 stipend will be assigned to the MDT Coordinator. This stipend is not included on the cost of guide chart.

2019 - "Off-Guide" employees, 1.85% COLA

2019 - "On-Guide" employees, step progression pursuant to step guide existing in the contract that expired December 31, 2018

2020 - "Off-Guide," base increase for 1.85% COLA and Omnia incentive

2020 - "On-Guide," \$1,400 COLA as base increase - Omnia incentive is built into base pay increases in revised step guide

2021 - "Off-Guide" employees, 1.9% COLA

2021 - "On-Guide" employees, Implement revised Salary guide - employees placed on next step following 2019 step (if step increase is less than \$500, advance one additional step)

2022 and 2023 - "Off-Guide" employees, 1.9% COLA each year

2022 and 2023 - "On-Guide" employees, normal step progression on new guide