AGREEMENT

BETWEEN

THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS/
THE PROSECUTOR OF GLOUCESTER COUNTY

AND

Superior Officers P.B.A. LOCAL #122

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

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ARTICLE I - RECOGNITION

The County of Gloucester recognizes the New Jersey State Policemen's Benevolent Association, Local #122, as the exclusive majority representative for the purpose of collective negotiations regarding terms and conditions of employment of the salaried and sworn personnel, for the Superior Officers Investigators/Detectives of the Gloucester County Prosecutor's Office.

ARTICLE II – DUES DEDUCTION

1. The Employer agrees to make payroll deduction of PBA dues when authorized to do so by the employees on the appropriate form. Union dues deduction shall be exclusive as to PBA Local 122. The amount of said deduction shall have been certified to the Employer by the Treasurer of the PBA. The Employer shall remit the dues to an address designated by the PBA no later than the last day of the calendar month in which such deductions are made (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions were made.

2. Employees who have authorize the payroll deduction of fees to the PBA may revoke such authorization by providing written notice to the Employer during the ten days following each anniversary date of their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the Employer shall provide notice to the PBA of an employee's revocation of such authorization. The effective date of a termination in deductions shall be July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the employer's disbursing officer.

3. Save Harmless. The PBA shall indemnify, defend and hold the Employer harmless against all claims, demands, suits, or other forms of liability that shall arise out of fee deductions by the Employer for the PBA which the Employer has remitted to the PBA and reliance by the Employer on any representations made by the PBA with respect to this Article. The Employer will give the PBA notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

4. Disclosure of Personnel Records Pursuant to N.J.S.A 47:1A-10 the Open Public Records Act (OPRA) the Employer and Union agree that all personnel records of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons. An employee shall have the right to inspect his or her own personnel records upon written request from the employee, and upon twenty-four (24) hour notice, at a mutually convenient time as set by the Personnel Department. Each employee will have the right to receive a copy of any document that is to be placed in the employee's personnel file. The employee may attach a response to such document, as may the County, and the employee must initial the document to signify that the employee has received the document.

5. **Disciplinary Records.** All final disciplinary records on employees, from a written reprimand or above, will be kept in confidential files in the Prosecutor's Office with copies in the Personnel Department. Each employee will receive a copy of any finalized documents critical of the employee or the employee's job performance and will be required to sign such documents, which is to be placed in his or her personnel file. Signing of the document does not indicate agreement. The employee may, at his or her option, submit a written response to such document, which shall be included with the document in the employee's file.

6. **Union Time Off.** Pursuant to **40A:14-177 Attendance at State, national convention of certain organizations.** The heads of the county offices of the several counties and the head of every department, bureau and office in the government of the various municipalities shall give a leave of absence with pay to persons in the service of the county or municipality who are duly authorized representatives of an employee organization as defined in subsection e. of section 3 of P.L.1941, c.100 (C.34:13A-3) and affiliated with the New Jersey State Policemen's Benevolent Association, Inc., Fraternal Order of Police, Firemen's Mutual Benevolent Association, Inc. or Professional Fire Fighters Association of New Jersey to attend any State or national convention of such organization, provided, however, that no more than 10 percent of the employee organization's membership shall be permitted such a leave of absence with pay, except that no less than two and no more than 10 authorized representatives shall be entitled to such leave, unless more than 10 authorized representatives are permitted such a leave of absence pursuant to a collective bargaining agreement negotiated by the employer and the representatives of the employee organization, and for employee organizations with more than 5,000 members, a maximum of 25 authorized representatives shall be entitled to such leave.

   A certificate of attendance to the State convention shall, upon request, be submitted by the representative so attending.

   Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention, provided that such leave shall be for no more than seven days.

ARTICLE III – 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 Prosecutor of the County of Gloucester.

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 P.B.A. Local #122.

3. Presentation

The majority representative or its designee shall have the right to present his/her grievance on his/her own, or by an attorney, or to designate a representative of P.B.A. Local #122 to appear with him/her in accordance with the following steps:

STEP I - the majority representative or its designee shall deliver a written and signed grievance to his/her Chief within ten (10) calendar days of the occurrence of the grievance. The Chief shall render a written decision within ten (10) days after receipt of the grievance.

STEP II - In the event a satisfactory settlement has not been reached through Step I procedures, the Employee may file a written signed grievance with the Prosecutor, or his designee, within five (5) calendar days following the receipt of the decision at Step I. The Prosecutor, or designee, shall render a written decision within ten (10) calendar days after receipt of the grievance.

STEP III - In the event that the aggrieved person is not satisfied with the decision of the County Prosecutor, the aggrieved person or P.B.A. Local #122, on his/her behalf, has fifteen (15) days within which to notify the Prosecutor, in writing, of his/her intentions to file for binding arbitration.

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

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 arbitration 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 the services of the Arbitrator shall be borne equally by the County of Gloucester and P.B.A. Local #122. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

D. The Arbitrator's decision shall be final and binding on both parties. The time limits specified in the grievance procedure shall be construed as maximum time limits. However, these may be extended upon mutual agreement between the parties in writing.

ARTICLE IV - MANAGEMENT RIGHTS

Except as modified, altered, or amended by the within Agreement and subject to law, the Employer shall not be limited in the exercise of his statutory management functions. The Employer hereby retains the exclusive right to hire, direct, and assign the working force; to plan, direct, and control operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force observing demotional rights established by the Department of Personnel procedures; to introduce new or improved methods of facilities regardless of whether or not the same causes a reduction in the working force, and in all respect to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable.

ARTICLE V - 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 VI - WORK CONTINUITY

P.B.A. Local #122 agrees that, for the life of this contract, there shall be no strike, slow down, sick out, or other similar concerted action, nor shall there be any individual action, the purpose of which is to induce the Employee to engage in such prohibited activities.

ARTICLE VII - RATES OF PAY

Attachment A represents the salary guide effective January 1, 2020 for all unit employees, and includes the base salary for each step of the guide.

Salary and step increases are retroactive to January 1, 2020. Attachment A represents the following increases:

a. 2% increase on base salary on all steps effective January 1, 2020;

b. 2% increase on base salary on all steps effective January1, 2021;

c. 2% increase on base salary on all steps effective January 1, 2022; and

d. 2% increase on base salary on all steps effective January 1, 2023.

Rates of compensation provided for in this agreement are fixed on the basis of full time service in a full time position. If any position is established on a basis of less than full time service or if the incumbent of any full time position is accepted for employment on a part time basis only, the rate of compensation provided for the position (unless otherwise stated), shall be proportionately reduced in computing the rate of compensation payable for part time service.

In any case where a more qualified person is available, the Employer may make such an adjustment in the hiring rates as deemed necessary to properly and justifiably fill a position. The attached pay scales are based on the rank of Sergeant, Lieutenant, and Captains hired before and after January 1, 2014.

All monies Shall be retroactive to January 1, 2020. A concerted effort will be made by the County Of Gloucester to award all monies owed retroactively to be paid as soon as possible following the signing of this agreement. Only employees who retire between January 1, 2020 and the signing of this Agreement are eligible for the retroactive components of this Agreement. Those who sever their employment for any other reason are not eligible.

ARTICLE VIII (INTENTIONALLY LEFT BLANK)

ARTICLE IX - SICK LEAVE

The minimum sick leave with pay shall accrue to any full-time Employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after the initial appointment, and fifteen (15) days as of the first working day of the year for each subsequent calendar year thereafter. All unused sick leave in any calendar year shall accumulate from year to year.

Reimbursement for Unused Sick Leave

When the Employee covered under the Agreement retires from the Gloucester County Prosecutor's Office with twenty-five (25) years of credited service in a New Jersey locally or State administered pension system, or has terminated in good standing with fifteen (15) years of service with the Gloucester County Prosecutor's Office, the Employee shall be entitled to sell back 50% of his/her accumulated sick leave with a ceiling of $15,000.00. The rate of pay for this sell back will be the Employee's hourly rate of pay at the time of retirement. A maximum of three (3) months terminal leave may be utilized prior to the last working day. This terminal leave provision is inapplicable to any Employees hired on or after May 22, 2010.

Sick Leave Donation

Any Employee who has suffered from a catastrophic illness or injury may receive sick leave voluntarily donated by fellow Employees, subject to the following conditions:

A. A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the Employee has been unable to work for at least two months or is expected to be out of work for at least two months based on medical prognosis.

B. An Employee will be eligible to receive up to 90 days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.

C. An Employee may donate up to five (5) sick days to another Employee provided he or she retains a balance of at least forty (40) sick days, An Employee may donate up to ten (10) days provided he or she retains a balance of eighty (80) days, or up to fifteen (15) days with a balance of one hundred twenty (120) days.

D. Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor Employees on a pro-rated basis,

E. No Employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

Sick Leave Sell-Back

Employees hired on or before May 21, 2010, will be permitted to surrender 3 days of accumulated sick leave in exchange for 1 day pay, at an annual maximum exchange of up to 10 paid days; subject, however to the employee maintaining a minimum sick leave time balance of 30 days in its bank after the exchange.

Bereavement

Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family, the immediate family is defined as: mother, father, husband, wife, child, sister, brother, aunts, uncles, nieces, nephews, in-laws, grandfather, grandmother, foster child, grandchild, and domestic partner as defined under New Jersey law. Employees shall be entitled to one (1) day leave per incident with pay, for death of any other relative not referenced in this paragraph. Such bereavement leave shall not be deducted from annual sick leave.

ARTICLE X - VACATIONS

Effective January 1, 2020, all full-time Employees shall be credited vacation leave based on years of service as follows:

During the first calendar year of employment: One working day of vacation for each full month.

During the 2nd through 4th calendar year, fourteen (14) vacation days per year.

During the 5th through 9th calendar year, sixteen (16) vacation days per year.

During the 10th through 14th calendar year twenty (20) vacation days per year.

During the 15th through 19th calendar year twenty-five (25) vacation days per year.

During the 20th through 24th calendar year twenty-seven (27) vacation days per year.

During the 25th calendar year and years following, thirty-two (32) vacation days per year.

Where, in any calendar year, the vacation or any part of it is not taken by the Employee, such vacation leave or parts thereof shall accumulate and shall be granted during the next succeeding calendar year only.

The Employee shall be allowed to carry over the preceding year's earned vacation leave. Upon the death of the Employee, any earned vacation leave not used, shall be calculated and paid to the estate.

The Employee retiring or otherwise separating, shall be entitled to pro-rated allowance for the current year in which the separation, or retirement become effective. Any vacation leave, which may have been carried over from the preceding calendar year will be included.

Vacation Leave Sell-Back

Employees may sell-back, at their hourly rate of pay, a maximum of ten (10) days of unused vacation time. Employees participating in vacation leave sell-back must submit their request by September 1st of each year and should be paid the first full pay period of November each year.

ARTICLE XI - HOLIDAYS

There shall be a minimum of thirteen (13) holidays per year, in accordance with the schedule to be determined by the Gloucester County Prosecutor. Additional holidays shall be granted as legally mandated or by determination of the Employer.

Any association member who is called to duty, or is required or scheduled to work any special assignment on any holiday, will be compensated at the rate of time and one-half (1½) for all hours worked during that holiday.

ARTICLE XII - PERSONAL DAYS

Every member of this bargaining unit will receive three (3) personal days, These days must be used in the calendar year in which they are earned. If possible, personal days should be requested by the Employee 48 hours in advance, and must receive approval from the County Prosecutor or her designee. Personal days are defined as days needed to conduct personal business which cannot be conducted except during normal working hours. For the purpose of this contract, the Employee shall not be required to disclose the reasons for this personal day.

ARTICLE XIII - EXPENSES

Members of this bargaining unit shall be entitled to compensation of all reasonable expenses incurred in the performance of his/her duties, provided receipts for items purchased are produced.

Employees shall be fully reimbursed for all reasonable expenses related to travel, lodging and meals for all performance related activities located 75 miles or greater from the Gloucester County Prosecutor's Office.

All expenses shall be reimbursed within sixty (60) days of a complete submission of expenses.

ARTICLE XIV - (INTENTIONALLY LEFT BLANK)

ARTICLE XV - HOURS OF WORK

The work period for all unit members shall be considered to be forty (40) hours during a one (1) week period. The normal working day will commence at 8:00 a.m. and terminate at 4:30 p.m. At the approval of the Gloucester County Prosecutor, employees may request to reasonably adjust their hours of work. Such approval shall not be unreasonably withheld.

All accrued time off shall be considered as an 8 hour day and as of the signing of this contract, any employee, who has sick, vacation and personal days in seven (7) hour increments, shall be credited one additional hour for each such day.

ARTICLE XVI - EDUCATION ASSISTANCE

The Employer agrees to reimburse tuition, book costs, fees and other course related materials upon satisfactory completion, up to a maximum of $2,500 per year, per employee, for college or post-secondary courses that are approved in advance and related to or may lead to the advancement in related positions, as determined by the Gloucester County Prosecutor and/or his/her designee. Such approval shall not be unreasonably withheld.

ARTICLE XVII - OVERTIME COMPENSATION

That for all hours worked in excess of forty (40) hours during any such one (1) week period, the unit members shall receive time and one-half (1½) of his/her regular hourly rate or as compensatory time at a rate of time and one-half (1½), at the election of the Employee. For overtime calculation purposes, time worked includes vacation leave, compensatory time leave, sick leave, bereavement leave, administrative leave, union leave and holiday leave. An Employee may carry over to the following year up to one-hundred and twenty (120) hours of accrued compensatory time upon signing of this Agreement. No Employee may carry over to the following year more than 120 hours of accrued compensatory time. Any additional regular hours worked between November 1st and December 31st that exceed the one-hundred and twenty (120) hour cap will be paid at the Employee's time and one half (1½) rate. Any time accrued over one-hundred and twenty (120) hours shall be used within a thirty (30) day period, unless permission to extend the period is granted from the County Prosecutor or designee. Any unused compensatory time shall be paid to the Employee at time of retirement or separation from employment.

ARTICLE XVIII - STANDBY COMPENSATION/PAY

If any unit Employee is required to be on weekend standby, such Employee shall be compensated ten (10) hours compensatory/overtime. If the Employee is called out, the Employee shall be paid time and one-half (1 ½) for all hours worked. If the employee is called out, the employee shall be paid a minimum of two (2) hours.

If any unit member is required to be on weekend standby wherein a holiday immediately precedes or follows the weekend, the Employee shall be compensated (10) hours compensatory/overtime hours for Saturday and Sunday. The Employee will also be given ten (10) hours additional compensatory/overtime for the holiday. If the Employee is called out, he/she will receive time and one-half (1 ½) his/her regular hourly rate for hours worked during the holiday.

Hours worked in excess of 40 hours for the one week pay period will be at a rate of pay of one and one-half (1 ½) time the Employee's regular hourly rate of pay or as compensatory time at a rate of time and one-half (1½), at the election of the Employee.

ARTICLE XIX - OUTSIDE EMPLOYMENT

No Employee covered by this Agreement shall hold any outside employment without obtaining prior written approval from the Prosecutor or her expressed designee. Such approval shall not be unreasonably withheld.

ARTICLE XX - AUTOMOBILE

Subject to the sole determination of the Prosecutor, automobiles may be furnished to members of this bargaining unit in order to complete their employment responsibilities. However, if any such person is required to use his/her personal vehicle, at any time, for County business, he/she will be reimbursed at the applicable I.R.S. rate per mile, or at any increased rate as may be granted by the Prosecutor. No use of a personal vehicle will be compensated without prior approval by the Prosecutor or her designee.

ARTICLE XXI - MEDICAL COVERAGE

SECTION 1 - The Employer agrees to continue the following insurance coverage for the Employee and his or her family, inclusive of all eligible dependents. In the event an employee's death occurs in the line of duty, health and prescription coverage shall continue for the employee's spouse (unless they remarry) and dependents (unless they age-out) indefinitely. In the event an active employee's death occurs outside of the line of duty, health and prescription coverage shall continue for the employee's spouse (unless they remarry) and dependents (unless they age-out) for one (1) year.

There shall be no change in the medical coverage presently maintained and paid for by the Board of Chosen Freeholders on behalf of the Employees, except in the case of a new plan that is equivalent or better. No changes will be made without first discussing them with P.B.A. Local #122.

A. **Medical.** Medical coverage will be in accordance with any of the plans offered by the State Health Benefits Program (SHBP) as of the signing of this Agreement. Co-payments, co-insurance, coverage limits and exclusions shall not be materially changed.

B. **Vision Care.** Allowances for the following items shall be as indicated: examination $30.00; Frames $20.00; single vision lenses $30.00; bifocal lenses $40.00; trifocal lenses $50.00; lenticular lenses $100.00; contact lenses $200.00.

C. **Prescription.** Prescription drug coverage will be in accordance with any of the employee prescription drug plans offered by the State Health Benefits Program. Co-payments, co-insurance, coverage limits and exclusions shall not be materially changed.

D. **Premium Sharing.** Effective January 1, 2020 through December 31, 2023, all active unit employees who have not withdrawn from the County's health insurance program, shall contribute towards the cost of health insurance in accordance with the provisions of P.L. 2011, Chapter 78. Employees shall contribute towards the cost of coverage for medical and prescription drug benefits at percentages based upon the employee's base salary, as:

1. Effective with open enrollment, employees enrolling in the NJ Direct 2019 (CWA Plan), shall contribute to the cost of the health care premium plan at the Tier 3 contribution level under Chapter 78, P.L. 2011.
2. Effective with open enrollment, employees enrolling in NJ Direct 15 shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.
3. Effective with open enrollment, employees enrolling in NJ Direct 1525 shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.
4. Effective with open enrollment, employees in NJ Direct 2030 shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.
5. Effective with open enrollment, employees in Horizon HMO shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.
6. Effective with open enrollment, employees in NJ Direct 2035 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.
7. Effective with open enrollment, employees in Horizon OMNIA shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.
8. Effective with open enrollment, employees in NJ Direct 4000 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.
9. Effective with open enrollment, employees in NJ Direct 1500 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.
10. After open enrollment in 2020 and prior to 12/25/2020, employees enrolling in the above-identified plans 1. through 9. shall receive a one-time payment of the difference in 2021

employee benefit contributions from the plan in which they were enrolled in 2020 and the plan in which they enroll in for 2021.

11. Employees enrolling in NJ Direct 10 shall contribute to the cost of the health care premium plan at the Tier 4 contribution level under Chapter 78, P.L. 2011.

These payments shall be made on a pre-tax basis pursuant to an LR.S. §125 Salary Reduction Premium-Only Plan, in accordance with the County's regular payroll practices. This contribution shall not be made by any active employee who has opted out of medical and prescription insurance coverage and/or who receives only dental or vision coverage, and unless expressly stated by law.

After open enrollment in 2020 and prior to 12/25/2020, employees enrolling in the above-identified plans, except for NJ DIRECT 10, shall receive a one-time payment of the difference in 2021 employee benefit contributions from the plan in which they were enrolled in 2020 and the plan in which they enroll in for 2021.

SECTION 2 - The Employer agrees to provide disability coverage to all eligible Employees under the State Temporary Disability Benefits Law. Coverage will be financed by Employer- Employee contributions as required by law.

SECTION 3 - The Employer shall continue to provide dental insurance in accordance with the current indemnity plan for Employees only. As an alternative to the indemnity plan, the employee shall offer coverage through a dental plan organization, the terms of which shall be agreed upon by the Employer and PBA Local 122. Employees who elect to enroll in the dental plan organization may also enroll their dependents. Employees who do not have medical and prescription coverage pursuant to Sections 1 (A) and (C) above but receive dental coverage under this Section, at a cost to the Employer which shall be capped at $22 per month, will make contributions towards the cost of coverage on a pre-tax basis pursuant to an I.R.S. §125, Salary Reduction Premium Only Plan, in accordance with the County's regular payroll practices. Any and all premium costs over $22 per month shall be the responsibility of the employee. Open enrollment periods for the dental plan shall be in November of each year, for coverage beginning January 1.

SECTION 4 - Employees who terminate their employment or are on unpaid leave of absence after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer four (4) weeks in advance of the coverage month.

SECTION 5 - In January of each year, Employees who are enrolled in the medical or prescription plans pursuant to Section I (A) may elect to waive either or both coverages, subject to the following provisions:

A. Employees will be permitted to waive Employer provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source.

B. Waivers of coverage shall remain in effect unless the Employee elects to re-enroll during subsequent open enrollment period or unless the Employee loses his or her alternative coverage, (i.e. termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan within sixty (60) days after giving notice or as soon thereafter as is permitted under the insurance then in effect.

C. Waivers of coverage will take effect January 1, following the Employee's election.

D. Employees who have waived coverage, but plan to apply for post-retirement medical or presc1iption coverage pursuant to paragraphs A and C of Article XXI, must be re-enrolled in the respective plans at open enrollment.

SECTION 6 - Flexible Spending Account - Pursuant to P.L. 2011, Chapter 78, the Employer shall provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical, vision, and dental expenses not otherwise covered by their health benefits plan, pursuant to §125 of the Internal Revenue Code, 26 U.S.C. §125.

ARTICLE XXII - MEDICAL COVERAGE UPON RETIREMENT

A. The Employer shall continue to pay for the Employee's family health coverage, under the New Jersey State Health Medical Benefit Act or its equivalent, upon the Employee's retirement from a New Jersey locally or State administered pension system. The Employee must retire from said pension system with twenty-five (25) years of credited service. In addition, such coverage shall be continued for all employees who retire through PFRS on a disability pension, together with their dependents or survivors.

B. The Employer shall also continue to pay for the Employee's prescription plan, including family prescription plan, (which shall be the same plan as available to active employees), upon the Employee's retirement from a New Jersey locally or State administered pension system. The Employee must retire from said system with twenty-five (25) years of credited service and have seven (7) years of service with the County of Gloucester before becoming eligible for this benefit. Health and prescription coverage shall continue for the Employee's spouse and family in the event of the Employee's death.

C. The County will reimburse eligible retirees for the excess costs incurred for prescription co-payments under the State Health Benefits Program (SHBP), or its equivalent, as compared to what they would have incurred for the same prescription benefits under the corresponding SHBP plan, or its equivalent, had they remained active employees with the County.

D. Eligible retirees may submit claims for reimbursement of excess co-payments by submitting a claim form to the Gloucester County Human Resources Department identifying the actual charges for each prescription and the date the prescription was filled, together with a receipt or other statement from the pharmacy or the prescription benefits manager verifying the charges. Each claim form must cover at least one (l) full calendar quarter.

E. Effective January 1, 2015, employees with less than 20 years of creditable service in one or more State or locally administered retirement systems as of June 28, 2011, and who subsequently retire after the signing of this contract, shall only make health care contributions during retirement and in accordance with any applicable requirements in P.L. 2011, Chapter 78. Employees with 20 or more years of creditable service as of June 28, 2011 are exempt from this contribution obligation.

ARTICLE XXIII - LEAVE OF ABSENCE

SECTION 1 - Disability due to pregnancy shall be considered as any other disability in accordance with federal law.

SECTION 2 - Leaves of absence without pay may be granted for a period not to exceed six (6) months with written approval of the respective appointing authority. Renewal by the appointing authority of such leave for another six (6) months may also be granted.

It is understood that childcare leave to care for an infant less than sixty (60) days of age at commencement of such leave is provided in this section.

Family Medical Leave

All applicable requirements of the State Family Leave Act (hereinafter "FLA") and the Federal Family and Medical Leave Act (hereinafter "FMLA") shall be followed with respect to Employees who request leave for:

1. childbirth

2. care of a newborn child
3. care of a newly adopted child
4. care of a newly placed foster child
5. care of a parent, child or spouse with a serious health condition
6. serious health condition on the part of the employee.

In accordance with the FMLA, Employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding twelve months (1,000 hours under the FLA) are entitled to twelve weeks of qualifying leave during a twelve-month period (24-month period under the FLA). An Employee's twelve-week leave period shall be measured beginning with his/her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, paid vacation, administrative or compensatory time off shall not be counted against an Employee's twelve-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

Any Employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after Employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible Employee who takes leave qualifying under the FLA or the FMLA shall have coverage continued by the Employer during such leave.

ARTICLE XXIV - CLOTHING ALLOWANCE

Members whose clothing has been damaged as a result of service and is no longer serviceable, shall be compensated for the full replacement value.

ARTICLE XXV - UNIT LEADER PAY

The designated unit leader shall be compensated at the rate of a Lieutenant or Captain when he or she assumes the responsibilities of said unit after two consecutive days or after 10 days cumulative in one year.

ARTICLE XXVI - ACKNOWLEDGEMENT OF STATUS AND RIGHTS

For the term of this Agreement, the title of County Investigator shall be changed to Prosecutor's Detective. The title change only affects the actual "Title" itself and not the job description and Civil Service Classification. Said title change shall not affect the powers, duties, or rights attached to the Employee's position. Employees acknowledge that a Prosecutor's Detective is the equivalent, both professionally and legally, of a County Investigator pursuant to *NJS.A.*

2A:157-10. Employees further recognize that a Prosecutor's Detective is not the equivalent of a County Detective, as that position is defined by *NJS.A.* 2A:157-2 and that, by virtue of the change in the Employee's job title to Prosecutor's Detective, the Employees will not become a member of the classified service of the Civil Service. Employees also agree to sign a Waiver acknowledging same. Said Waiver will be maintained in the Employee's Gloucester County Prosecutor's Office personnel files. The Employees are covered by the provisions under N.J.S.A. 2A:157-10 and any amendments thereto.

ARTICLE XXVII - GENERAL PROVISIONS

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

It is agreed that the Employer and P.B.A. Local #122 may meet from time to time, upon reasonable request of either party, to discuss matters of general interest and concern, matters that are not necessarily a grievance as such. Such meetings may be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A minimum of seven (7) days advanced notice will be given the P.B.A. Local #122 or the Employer.

All aspects of this Agreement, including salary and economic benefits, shall be retroactive to January 1, 2020, unless otherwise stated in the Agreement, and shall be paid to all employees on the payroll at the time that the Agreement has been signed and to any employee who retired between the expiration of the most recent contract and that date. Any employee who resigned or is terminated during this period is not eligible for retroactive pay, unless otherwise ordered by a Court or Administrative Agency. All retroactive monies will be paid as soon as possible after ratification of this Agreement. All such monies shall be paid by separate check and shall not be included in regular pay.

ARTICLE XXVIII - EQUAL TREATMENT

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, sexual orientation, physical challenge, union membership, or legal union activities.

ARTICLE XXIX - LIAISON

A maximum of three (3) representatives of P.B.A. Local #122 and three (3) representatives for the Employer shall meet at a time mutually convenient to both parties during March and September to discuss substantive items of mutual concern. Such meeting may be initiated by either party to this Agreement upon written notification to the other party; and such written notification shall explicitly list the items(s) for discussion so as to allow the other party opportunity to prepare relevant data so as to make such discussion productive. It is expressly understood that such meeting(s) are not intended to be negotiation sessions.

It will be the responsibility of all three, whoever they might be at the given time, to serve as representatives of the association with regard to the grievances or concerns, etc., and will serve for the duration of this contract or until replaced through resignation of a representative or vote of the body.

ARTICLE XXX - SENIORITY

For purposes of layoffs and recalls, seniority shall be the determining factor, with seniority defined as the Employee's date of hire as an Investigator/Detective with the Gloucester County Prosecutor's Office. Upon written request from the Union, the Employer shall furnish a complete seniority list ranked by date of hire.

ARTICLE XXXI - WORKER'S COMPENSATION

A. Under the New Jersey Worker's Compensation Law, employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County's Worker's Compensation Insurance Carrier, provided the insurance carrier has determined that the disability is job-related. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check up to the employee's full salary for one (1) year.

B. Employees on Worker's Compensation after the first year shall receive only the amount of compensation due them from the Worker's Compensation. No additional financial compensation shall be provided to the employee by the County.

ARTICLE XXXII - DURATION

This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until the 31" day of December 2023, or until a new Agreement is signed.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph;

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired tem1ination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Any changes, modifications or amendments, or any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this Agreement shall continue in full force and effect, this writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in any way except as herein granted with expressed written approval of both parties.

AUTHORIZED SIGNATURES

County of Gloucester Board of Chosen Freeholders/The Prosecutor of Gloucester County

Christine Hoffman, Prosecutor

Dated: 5-28-2020

Robert Damminger, Freeholder Director

Dated:

Chad M. Bruner, County Administrator

Dated: 5-28-2020

PBA Local 122

Steven Ingram, Lieutenant

Dated: 6/4/2020

Peter Ferris, Sergeant

Dated: 6/4/2020

Anthony Garbarino, Sergeant

Dated: 6/4/20

ATTACHMENT A – SALARY GUIDE

Salary Guide - 40 hour workweek, 8AM-4:30PM, ½ hour lunch					
		2020	2021	2022	2023
		2%	2%	2%	2%
Employees hired after 1/1/14	Sergeants	$ 137,926	$ 140,685	$ 143,498	$ 146,368
	Lieutenants	$ 151,155	$ 154,178	$ 157,261	$ 160,407
	Captains	$ 156,302	$ 159,429	$ 162,617	$ 165,869
Employees hired prior to 1/1/14	Sergeants	$ 143,675	$ 146,549	$ 149,480	$ 152,470
	Lieutenants	$ 157,454	$ 160,603	$ 163,815	$ 167,092
	Captains	$ 162,117	$ 165,359	$ 168,667	$ 172,040