

Contract Agreement

between the

Cumberland County

Prosecutor

and the

Fraternal Order of Police

Lodge #132

Representing

Line Officers

of the

Cumberland County Prosecutors Office

January 2008 thru December 2010

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ARTICLE I

PREAMBLE

This agreement made on Feb. 28, 2008 by and between the Cumberland County Prosecutor's Office, hereinafter referred to as the "Employer" and the Cumberland County Prosecutors Office Fraternal Order of Police Lodge #132 representing the Investigators/Detectives, hereinafter referred to as the "FOP", "Investigators", "Detectives" or "Employees".

ARTICLE II

RECOGNITION

The Cumberland County Prosecutor's Office recognizes the Fraternal Order of Police Lodge #132 as the exclusive majority representative for the purpose of collective negotiations regarding the terms and conditions of employment of the sworn law enforcement personnel, for the Investigators/Detectives of the Cumberland County Prosecutor's Office.

ARTICLE III

AGENCY SHOP

1. The employer agrees to deduct monthly membership dues in the FOP, from the pay of those who request in writing that such deductions be made. For employees who have not signed and submitted a written authorization allowing the deduction of regular union dues, the Employer will deduct from the wages of such employees an amount not to exceed eighty five percent (85%) of the dues as allowed by New Jersey Law. The amounts to be deducted will be certified to the employer (or his designee in this matter) by the treasurer of the FOP, and the aggregate deductions of all employees will be remitted after each pay period in which the deductions were made to the treasurer of the FOP, together with a list of the names of all employees for whom the deductions were made. It is understood that such authorization will remain in effect for the term of this agreement, providing it does not contravene any law.

2. Any written designation to terminate the dues deduction of the FOP, and the filing of such notice will be effective to halt full deduction as of the first pay period next after the date on which the notice of withdrawal is filed. Thereafter, deductions will be made in the amount not to exceed eighty five percent (85%).
3. The Employer (or his designee in this matter) agrees that upon request it will deduct dues for individuals and pay such to the FOP as per N.J.S.A. 52:14-15.9e.
4. This article will become effective as of the first pay period in January 2008, after receipt from the FOP of their request for those employees who request in writing that deductions are made, and after certification by the FOP to Employer (or his designee in this matter) of a valid demand and return system as required by N.J.S.A. 34:13A-5.6

ARTICLE IV

MANAGEMENT RIGHTS

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

ARTICLE V

STANDARD OPERATING PROCEDURES

In accordance with the Employer-Employee relations act the Employer shall review and discuss new and/or modified Operating Procedures with the FOP, that effect the FOP, and include them in the establishment of same to ensure equitable and common policies.

ARTICLE VI

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 VII

WORK CONTINUITY

FOP Lodge #132 agrees that, for the life of this contract, there will be no strike, slow down, sick out or other similar concerted action, nor will there be any individual action, the purpose of which is to induce the Employee to engage in such prohibitive activity.

ARTICLE VIII

SEVERABILITY

1. Should any provision of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, severing of such provision will occur. However, severing will only occur after action by a tribunal of highest appeal, if sought.
2. Any severed provision of this agreement will be subject to immediate renegotiation by the parties to the end of insuring that such provisions are valid within the framework of the law. Only those provisions in dispute will be effected. All other items and conditions of this agreement will remain in effect.

ARTICLE IX

GRIEVANCE PROCEDURE

1. Definitions:

- A. *Grievance* - an allegation by an Employee that a specific provision of this agreement has been violated.
- B. *Employee* - any member of this bargaining unit.
- C. *Employer* - The Cumberland County Prosecutor

2. Purpose:

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration; and to have the grievance adjusted without the intervention of the FOP #132.

3. Presentation:

The majority representative or his designee shall have the right to present his grievance on his own, or by an attorney, or to designate a representative of FOP #132 to appear with him accordance with the following steps:

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

STEP 2 - In the event a satisfactory settlement has not been reached through Step 1 procedures, the employee may file a written signed grievance with the Prosecutor, or his designee, within five (5) business days following the receipt of the decision at Step 1.

STEP 3 - In the event that the aggrieved person is not satisfied with the decision of the County Prosecutor, the aggrieved person or the FOP #132, on his/her behalf, has fifteen (15) business 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 Employees Relations Commission (PERC).
- B.** The arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.
- C.** The cost for any services incurred for the Arbitrations procedure shall be borne equally by the Employer and the FOP #132. All other expenses incidental to and arising out of arbitration shall be paid by the party incurring same.
- D.** The arbitrator's decision will be final and binding on both parties.

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

ARTICLE X

RATES OF PAY

1. It is jointly recognized by the FOP and the employer that retention of current employees and the recruitment of future employees is crucial to maintaining the core function of the Cumberland County Prosecutor's Office.
2. The attached step guide will establish investigators at a "Level" as outlined in the agreed salary scale. Investigators will advance to the next "Level" of the pay scale as of January 1 of each new year.
3. Newly hired employees with no law enforcement experience will be started at the "Pre-Academy" level.
 - a. Upon graduation from a certified police academy, or the Division of Criminal Justice Academy, said employees will advance to the "Level 1" stage of the pay scale.
4. Newly hired employees with law enforcement experience may be placed on a "Level" that is commensurate with their degree of expertise. However, that actual "Level" cannot exceed the new employee's total number of years in the law enforcement field. (I.e., three years in a police department can be hired no higher than "Level 3" of the salary scale).
 - a. The prosecutor will be the sole determiner of the salary level at which the employee is hired.
5. Once established at a specific "Level" on the salary scale, no investigator will be advanced to a higher pay scale, other than the guidelines established in paragraph 2 of Article X.
6. An investigator can be restricted from advancing to the next higher salary "Level" only upon documental proof of significant poor work performance and/or disciplinary issued. Such restriction will be done only at the demand of the Prosecutor, and in accordance with NJSA 2A:157-10. If such employee is subsequently cleared of these issues they will be advanced to the appropriate "Level" and will be paid any back salary not received as the result of the action.
7. Salary Guide: SEE ATTACHMENT A (Page 28)

ARTICLE XI

LONGEVITY

Longevity will be based on the employee's total years of service as a sworn law enforcement officer with the Cumberland County Prosecutor's Office. Longevity payments will be paid in the first pay period following the employee's anniversary date. Payments will be computed as a percentage of the employee's base pay as follows:

| | |
|-------|-------------|
| 0.5 % | 10-14 years |
| 1.0% | 15-19 years |
| 1.5% | 20-24 years |
| 2.0% | 25+ years |

Longevity payments will be paid in the first pay period following the employee's anniversary date.

ARTICLE XII

HOURS OF WORK

1. The normal work week shall consist of forty (40) hours, Monday through Friday. The regular tour of duty shall consist of eight (8) hours from 8:30am to 4:30pm inclusive of a one hour paid lunch. The Organized Crime Bureau personnel work hours will be determined by the Task Force Commander or his/her designee. Temporary or permanent changes in scheduling (i.e., 10-hour shifts, 12-hour shifts, etc.) can be made only with the approval of the Prosecutor and/or his designee, and with the approval of authorized representatives of FOP Lodge #132. Such changes will be requested and approved in writing by the required parties.
2. No employee shall have his or her regular tour of duty or regularly scheduled days off changed without a minimum of 36 hours notice, unless there is a bona fide emergency. The employee shall be given the opportunity to discuss the change with the prosecutor or his designee.
3. No employee shall be required to split hours to avoid overtime.

ARTICLE XIII

OVERTIME

1. Overtime shall be paid for all time worked in excess of forty (40) hours per week or excess of eight (8) hours in one work day, and will be calculated at the rate of one and one-half (1-1/2) times the employees regular hourly rate. Vacation leave, holiday leave, sick leave and personal leave time shall count toward the "forty (40) hours worked" overtime compensation requirement.
2. When an employee is required to report to, or leave from, a location different from his/her normal work station, causing travel time in excess of normal travel time, he or she will receive overtime compensation commensurate with that excess time. This provision will apply only to work assignments and investigations, but not to schools, seminars, or training.
3. Employees may elect to take compensatory time in lieu of overtime pay. The time will be awarded as one and one half hours (1-1/2) for each hour overtime worked, except as outlined in Article XIII, Section 6: Holiday Overtime.
4. **Call In:** With the exception of regular on call duty (Article XIII, Section 5), any employee who is required to and returns to work during periods other than the normal tour of duty shall be paid a minimum of four (4) hours at the appropriate rate as set forth above. Any hours worked in excess of four (4) hours shall be paid at the appropriate rate hour for hour.
5. **On Call Pay:** Each employee performing on call duty shall receive eight (8) hours of straight time pay for the week that he or she is on call. When called back to duty while on call, he or she will be paid hour for hour at the appropriate rate, with a minimum of one (1) hours pay.
6. **Holiday Overtime:** Employees will not receive compensatory time for work performed on a designated holiday. Such employees will only receive financial compensation at the rate of two (2) times their normal rate of pay for all hours worked, and their normal salary for said day, during holidays outlined in Article XIV, Section 1.

ARTICLE XIV

HOLIDAY LEAVE

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

| | |
|-------------------------|-----------------------|
| New Years Day | Labor Day |
| Martin Luther Kings Day | Columbus Day |
| Washington' s Birthday | Veterans Day |
| Lincoln' s Birthday | General Elections Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| July 4 th | |

2. Holidays that fall on a Saturday will be celebrated on the preceding Friday. Holidays that fall on a Sunday will be celebrated on the following Monday.
3. When the employer declares, by formal action, a holiday for all employees, those employees who are required to work will be paid in accordance with the overtime provision outlined in Article XIV, Section 4.

ARTICLE XV

EMERGENCY DAYS

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

ARTICLE XVI

VACATION LEAVE

1. Vacation time will be converted to the hourly format currently in use by Cumberland County. Vacation time will be deducted on an hour-for-hour basis.
2. Annual vacation leave shall be granted in accordance with the currently established procedures unless the vacation allotment is otherwise granted under Paragraph 3 of this section. In any calendar year that vacation leave, or any parts thereof, is not granted by pressure of work, such vacation leave, or part thereof not granted, shall accumulate and shall be granted during the following calendar year. Not more than five (5) days may be carried over without the specific approval of the Prosecutor. Maximum carry over will be twelve (12) days in one year.
3. Vacation Guide: SEE ATTACHMENT B (Page 29)

ARTICLE XVII

SICK LEAVE

1. Each employee will be granted annual sick leave as follows:

One and one-quarter (1 1/4) working days sick leave with pay for each month of service from and after the date of first appointment and fifteen (15) days each calendar year thereafter. All earned and unused sick leave shall accumulate during the entire tenure of the employee and shall be available for use, with pay, when needed.
2. Sick time shall be converted to the hourly format currently in use by Cumberland County. Sick time will be deducted on an hour-for-hour basis.

3. Any employee who does not expect to report and is utilizing a sick day will notify his/her immediate supervisor by telephone or message at least thirty (30) minutes before the beginning of the tour of duty is to begin.
4. When a member of the FOP Lodge #132 retires from the Cumberland County Prosecutors Office with twenty-five (25) years of service in a credited New Jersey locally or state administered pension system, or is terminated in good standing with fifteen (15) years of service with the Cumberland County Prosecutors Office, the employee shall be paid for fifty (50%) of all accumulated and unused sick time not to exceed \$15,000. The rate of pay for this sell back shall be the employee's hourly rate of pay at the time of retirement. The Prosecutor must be notified in writing by November 15th of the year preceding the employee's anticipated year of retirement so sufficient funds can be appropriated in the following annual budget.
5. Employees transferring from one position to another with Cumberland County will retain all accumulated leave time earned.
6. If any employee is absent for more than five (5) consecutive working days due to illness the employer may require acceptable evidence on the prescribed form. Absence from duty without departmental approval for more than five (5) days can result in disciplinary action as allowed by law.

ARTICLE XVIII

OTHER LEAVES OF ABSENCE

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

1. **Personal Leave:** Each employee shall annually receive three (3) personal leave days with pay.

Personal leave days shall not accumulate year to year and if not used will be lost for that year. Employees must notify his or her supervisor at least thirty (30) minutes prior to the tour of duty when using a personal day. Denial of personal days is not allowed when the following reason is given:

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

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

- 2. **Military Leave:** Military leave shall be granted to any employee in accordance with current New Jersey State and Federal Laws and in compliance with the Cumberland County Prosecutor's Office Policy, providing that such policy is consistent with current laws.
- 3. **Funeral Leave:** Each employee will be granted a leave of absence, not exceeding three (3) days per occurrence because of the death of a FOP member's immediate family defined as mother, father, son, daughter, husband, wife, as well as any other member of the family living in the same household with the employee. A leave of absence not exceeding three (3) days per occurrence because of death shall be granted for all other family members defined as grandmother, grandfather, stepmother, stepfather, stepdaughter, stepson, brother, sister, mother-in-law, father-in-law, nieces and nephews. Where funeral services take place out of State, the leave of absence shall not exceed four (4) working days.
- 4. **Legal Leave:** An employee shall be given time off with pay when performing jury duty or when commanded to appear as a witness before a Legislative Committee in connection with the performance of duty as an employee.
- 5. **Special Leave of Absence:**
 - An employee in the FOP who is temporarily mentally or physically incapacitated to perform his/her duties may be granted a special leave of absence without pay.
 - A. Request for this type of leave shall be submitted to the Chief in writing not less than two weeks in advance of the date for which such leave

is desired, except in the event of an emergency. The request will state the reasons for the leave and the time requested. Confidentiality will be at the request of the employee.

- B. A Leave of Absence will only be approved if the employee has no sick, personal, compensation, or vacation days available.
 - C. Special Leave, if granted by the Prosecutor, cannot exceed six (6) months.
 - D. Upon return from an approved Leave of Absence, the employee shall assume his/her prior seniority rights.
 - E. When an employee is granted a special leave of absence, without pay, no benefits will accrue. The time the employee is on leave does not count for his/her time "on the job." No vacation, personal, sick or other personal leave days will accrue during this time frame. Also, while on a Special Leave, this time will not be counted toward the employee's longevity.
 - F. Health benefits cease while on a Special Leave of Absence. Employees, may at their option, pay for these benefits for a period not to exceed six months. It shall be the employee's responsibility to make arrangements with the Cumberland County Administration.
6. **Family Leave Act:** An employee shall be permitted to take a leave of absence within the parameters of the current Family Leave Act in any given year of this contract.

ARTICLE XIX

WORKER COMPENSATION

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

2. If the employee remains incapacitated due to an occupational injury or disease beyond the initial thirty (30) day period he or she will be entitled to workers' compensation benefits as set forth by New Jersey Statute (NJSA 34:15). The Employee will receive the difference between their regular rate of pay and disability or worker's compensation payments that they receive for a period not to exceed one (1) year.
3. Time off for worker's compensation eligible occupational injury or disease shall not be charged against the employee's accumulated sick leave.
4. If the employee remains incapacitated after the initial thirty (30) day period, the county will continue to remit pension contributions for the employee during said workers' compensation leave.

ARTICLE XX

REIMBURSEMENT FOR EXPENSES

1. Travel Allowance:

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

2. Meals, Travel & Lodging:

Meals, travel and lodging will be paid for in accordance with the Prosecutor's Policy, or any subsequent revisions, relating to reimbursement for such expenses.

Meals will be paid at the following rate, unless increased by county policy:

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

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

3. Education Policy

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

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

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

D. Educational Stipends:

1. All members of the FOP Lodge #132 will be compensated annually \$500.00 for an Associates Degree or its equivalent, and \$1000.00 for a Bachelors Degree, \$1,500.00 for Masters Degree and \$2,000.00 for a Doctorate Degree. The employee must submit proof of said degree to the employer.

2. Employees hired prior to December 31, 2007 will continue to be paid stipends for degrees already obtained and on record. Stipends will only be paid for a higher degree if the degree is in a field relative to their job function as determined by the Prosecutor.

3. Employees hired after January 1, 2008 will only be paid an educational stipend if their degree is in a field relative to their job function as determined by the Prosecutor.

4. These monies will be paid in separate check by the County of Cumberland on the last payday in the month of June for each calendar year.

5. Employees hired after January 1ST of the payment year will have their stipend prorated based on their date of hire. Said employees will receive 20% of the full payment for each month of employment completed prior to the issuance of the yearly stipend.

4. Clothing Allowance:

The FOP and employer agree that employees will maintain professional dress standards. The employer will provide a clothing allowance to all employees in the following amounts:

| | |
|------|-------------|
| 2008 | \$ 1,000.00 |
| 2009 | \$ 1,000.00 |
| 2010 | \$ 1,000.00 |

These amounts will be issued in a separate lump sum check on or about November 15th of said years but no later than the last pay day of November of said years.

Employees hired after January 1ST of the payment year will have their clothing allowance prorated based on their date of hire. Said employees will receive 10% of the full payment for each month on employment completed prior to the issuance of the yearly clothing allowance check.

5. Indemnification:

The County shall hold an employee harmless from any loss, claim or liability to any third person or persons, from all liability for all acts of negligence or negligent failure to act while in the performance of duty when such acts are not willful, malicious, or the result of drunkenness voluntarily induced by the employee, to the extent insurable under the provisions of Comprehensive General Liability insurance policy approved by the State of New Jersey and available for purchase. Said coverage shall include the undertaking of the defense of such claim against the employee.

ARTICLE XXI

SENIORITY

1. Seniority is defined as the total continuous length of employment with the Cumberland County Prosecutors Office as a sworn full time law enforcement officer.
2. Seniority will be based on the detective's date of hire by the Cumberland County Prosecutor. If a question arises concerning two or more employees who were hired on the same date, consideration will be given to the employee's actual date of application. Thereafter, preferences will be given in accordance with the New Jersey Department of Personnel Rules and Regulations.
3. The employer shall maintain an accurate seniority list to be made available upon request by an FOP #132 representative. Seniority will be a consideration by the employer in matters pertaining to advancement, transfer or issues that affect the conditions of employment. Seniority cannot be transferred from any other entity and begins on the date of employment, as a detective, with the Cumberland County Prosecutors Office. Any written formal directive that affects the advancement abilities of an employee, or the seniority ranking of same, will be discussed and agreed to by the employer and the FOP Lodge #132.

ARTICLE XXII

UNION BUSINESS

The employer shall afford the FOP #132 executive officers and/or designated contract negotiators for the union, reasonable time, during normal working hours, to conduct official union business. The employer shall, upon written request from FOP #132, make reasonable accommodations to allow no more than two designated members to attend outside union business such as conventions, meetings and other legitimate activities. All expenses incurred during such events will be the responsibility of the FOP #132, except for salaries

ARTICLE XXIII

VEHICLES

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

1. All vehicle's will be mid to full size four door passenger cars and/or SUV's equipped with a MINIMUM of AM/FM radio's and air conditioning, or in conformance with current state contract pricing requirements for vehicles. Note: The Organized Crime Bureau (OCB) vehicles will be selected by the Chief and the Task Force Commander to conform to the needs of the Organized Crime Bureau.

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

3. All vehicles will be kept on a routine maintenance schedule. Any vehicle that exceeds 100,000 miles by December 31st of a calendar year will be replaced. Vehicles deemed unsafe to operate will be removed from service and immediately repaired, or if that is not possible, said vehicle will be replaced. Sufficient funds must be available in the prosecutor's budget for replacement to take place.

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

ARTICLE XXIV

HEALTH BENEFITS

1. Health Insurance.

- A. The health care plan provided to bargaining unit employees shall be the Horizon Blue Cross/Blue Shield of New Jersey / Blue Card PPO / or Aetna HMO; or any other similar plans made available by Cumberland County.
- B. The existing prescription plan will be modified to a co-pay of \$10.00 for generic prescriptions and \$25.00 for name brand prescriptions. The stated co-pay shall cover up to a 30 day supply of the prescription: however, where the mail order prescription plan is utilized, the stated co-pay shall cover up to a 90 day supply of the prescription.
- C. In-network coinsurance shall be modified from 90% to 80%(office visits shall remain at 100% subject to a \$20.00 co-pay) and out-of network coinsurance shall be modified from 70% to 60%. In-network coinsurance shall be limited to \$400.00 per individual and \$800.00 per family. Out-of-network coinsurance shall be limited to \$800.00 per individual and \$1,600.00 per family.
- D. The Employer and/or 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 Horizon Blue Cross/Blue Shield of New Jersey / Blue Card PPO / or Aetna HMO Plans now in effect as modified above. Any unresolved disputes regarding whether the benefits and coverage of a proposed new plan are, in the aggregate, substantially equal to the plan now in effect as modified above, may be submitted to expedited arbitration.
- E. In the event that the Employer and/or the Cumberland County administration seeks to make any subsequent changes in the delivery of the health care benefits during the remainder of this agreement, the employer agrees to provide the Union with 30 days notice before any such change is to take place, in order to permit the Union and the employer to meet and discuss the proposed change and the effects of such change on bargaining unit employees.

- F. The County dental plan benefit level shall be 50/50 of covered benefit Limits with an employee co-pay of 20% of the amount of the premium.
- G. The County optical plan coverage employee co-pay shall remain at 20% of the amount of the premium and \$10.00 per examination and \$10.00 per pair of eyeglasses.
- H. Health Insurance Opt Out Clause:

1. An employee, upon proof of alternative health insurance, can opt out of the county sponsored health benefits plan. Alternate health insurance must be provided from a source other than the county sponsored health benefits plan.

2. Any request to opt out of the existing plans must be submitted in writing no later than November 15th prior to the year of which the employee wishes to be removed from the county benefit plan.

In addition, it will be the responsibility of each employee opting out of the county health benefit plan to disclose any changes in their entitled plan coverage (i.e. birth, death, divorce, etc.) at the time they request to opt out. Failure to disclose a change of health insurance coverage status, may result in forfeiture of opt out payment.

3. An employee opting out of the county sponsored health benefits plan shall receive a stipend equivalent to 50% of the premium for the type of coverage they are waiving, but in no case shall the employee's stipend exceed the amounts listed below:

| <u>Plan Coverage</u> | <u>Horizon</u> | <u>Aetna</u> |
|----------------------|----------------|--------------|
| Family | \$10,000.00 | \$7,600.00 |
| Husband/Wife | \$7,200.00 | \$5,900.00 |
| Parent/Child | \$5,800.00 | \$4,800.00 |
| Single | \$3,100.00 | \$2,700.00 |

4. Should the amount of the stipend be less than the amounts listed above, the Cumberland County Personnel Office will supply F.O.P. #132 with written documentation verifying the current insurance premium plan amounts.

5. New employees must enroll in the county sponsored health benefits on their date of employment. They may then elect to opt out the next year.

6. Payment for opting out of health benefits will be made through a separate check issued during the last pay period of the year in which the employee initiates this option. Employee will receive no payment if they opt to re-enter the county sponsored health care plan during that year.

ARTICLE XXV

LIFE INSURANCE/ DEATH BENEFITS

1. Life Insurance

The County shall provide full-time employees with life insurance coverage. The County Employee Group Life Insurance Policy death benefit shall be in the amount of \$15,000.00. When an authorized Leave of Absence without pay due to illness or other emergency leave is granted, life insurance shall be continued for the first thirty (30) days of said leave. When an employee is injured on the job, life insurance benefits may be continued by the County at its discretion for a period not to exceed one year from the date of injury provided said injury is recognized as eligible for worker's compensation.

2. Death Benefits

Upon the death of an employee, said employee's estate shall be paid for all accumulated earned compensatory time, earned personal leave time and earned vacation time. Employee's estate shall be paid for all accumulated and unused sick time at a rate of fifty percent (50%) of their current salary rate, not to exceed \$15,000.00.

ARTICLE XXVI

RETIREMENT

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

ARTICLE XXVII

SAFETY AND HEALTH ADMINISTRATION

1. Employer shall at all times maintain safe and healthful working conditions, and will provide Employees with any wearing apparel, tools or devices reasonably necessary in order to insure safety, health and security.
2. Employer and the FOP shall each designate a safety committee member whose responsibility shall be to investigate and correct any unsafe and unhealthful condition. They shall meet periodically as necessary to view conditions in general and to make recommendations to either, or both parties, when appropriate. Employer may establish reasonable and necessary rules of work and conduct. The Employer will instruct the County of Cumberland to also appoint a safety and health member to the committee to be involved in the above.
3. A designated FOP representative will be included in the future planning or modifications of existing or planned office space.

ARTICLE XXVIII

SERVICE RECORDS

Each FOP member shall be entitled to inspect his service records, as per NJSA 47:1A-10, upon reasonable request between the hours of 8:30 AM and 4:30 PM on any workday.

ARTICLE XXIX

NON DISCRIMINATION

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

ARTICLE XXX

ACTING POSITIONS

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

ARTICLE XXXI

PERSONNEL INFORMATION

1. Disclosure of personnel records will be done only pursuant to N.J.S.A. 47:1A-10, the "Open Public Records Act" (OPRA).
2. The employer and the FOP agree that all personnel records of employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent from the employee or in accordance with the provisions thereto. An employee shall have the right to receive a copy of any document that is placed in the employee's personnel file. The employee may attach a response to any such document, as may the employer. The employee will sign a receipt, or any other documentation required by the employer, acknowledging that he or she received said documents.
3. All disciplinary records on employees, from a written reprimand on up, will be kept in confidential files in the Chief, or his/her designee's office, or suitably secured area designated by the Chief. Each employee will receive a copy of any documents entered into such file and sign any required documents acknowledging receipt. Signing of said documents does not indicate agreement. The employee shall retain the right to submit a written response to any such document which shall remain in the file. This in no way limits the employee's right to any other action allowed by law or contract when faced with a disciplinary issue.

ARTICLE XXXII

NON DEFINED ISSUES

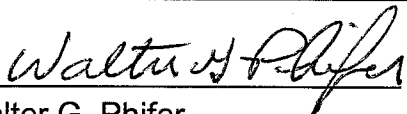
Issues not specifically addressed by this contract will rely on current law and/or current Cumberland County policies for definition and determination.

ARTICLE XXXIII

TERM OF THE CONTRACT

1. This contract shall cover the period Nunc Pro Tunc from January 1, 2008 to Midnight, December 31, 2010.
2. Negotiations for the renewal of this contract, or for the execution of a new contract, shall begin no later than August 1, 2010.
3. This contract shall not be changed or altered in any way during the contract term without the written consent of both parties.
4. If a new contract is not agreed upon by the completion date of this contract, the terms and conditions of this agreement will remain in effect until such time as a new agreement is reached. The continuation of this agreement shall include any and all issues herein. Employees covered by this contract will advance to the next higher salary level as outlined in Section X regardless of the status of the negotiations. All employees will receive the prescribed percentage raises as well as advance to the next pay level until such time as a new contract takes affect.

For the Fraternal Order of Police, Lodge 132



Walter G. Phifer
President, FOP #132



Scott Collins
Negotiations Committee, FOP #132

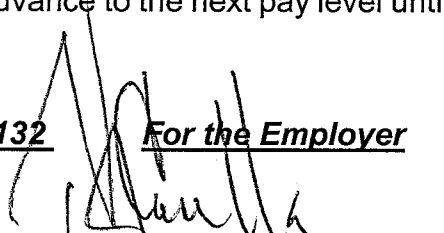


Michael Donato
Negotiations Committee, FOP #132

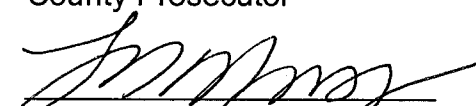


John Hoffman
Negotiation Committee, FOP #132

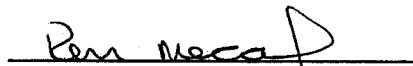
For the Employer



Ronald J. Casella
County Prosecutor



Louis N. Magazzu
Cumberland County Freeholder Director



Ken Mecouch
Deputy Clerk To Cumberland County
Board of Freeholders

2/28/08

Dated

ATTACHMENT A

| Current Salary Steps | New Salary Levels | 2007 Salary | 2008 | | | 2009 | | | 2010 | | | Increase | | |
|---------------------------|-------------------|-------------|----------|----------|------------------|----------|----------|------------------|----------|----------|------------------|----------|----------|----------|
| | | | 1/1/2008 | 7/1/2008 | END OF YEAR STEP | 1/1/2008 | 7/1/2008 | END OF YEAR STEP | 1/1/2009 | 7/1/2009 | END OF YEAR STEP | | 1/1/2010 | 7/1/2010 |
| Pre-Acad | 43763 | Pre-Acad. | 44000 | 44000 | Increase | 45320 | 45470 | Increase | 46152 | 46834 | Increase | 47213 | 48956 | Increase |
| 1 | 45924 | 1 | 46000 | 46000 | 0.542% | 47380 | 47530 | 0.165% | 47213 | 48956 | 3% | 50115 | 52699 | 3% |
| 2 | 48085 | 2 | 48085 | 49528 | 3% | 51014 | 51164 | 3% | 50115 | 52699 | 3% | 53112 | 55060 | 3% |
| 3 | 50246 | 3 | 50246 | 51753 | 3% | 51456 | 53456 | 3% | 53112 | 55060 | 3% | 55438 | 57420 | 3% |
| 4 | 52407 | 4 | 52407 | 53979 | 3% | 54129 | 55748 | 3% | 55438 | 57420 | 3% | 57962 | 60176 | 2% |
| 5 | 57692 | 5 | 57692 | 58846 | 2% | 56563 | 58996 | 2% | 57962 | 60176 | 2% | 62543 | 66089 | 2% |
| 6 | 62132 | 6 | 62132 | 63375 | 2% | 61895 | 64793 | 2% | 62543 | 66089 | 2% | 67602 | 70410 | 3% |
| 7 | 64293 | 7 | 64293 | 66222 | 3% | 65867 | 68359 | 3% | 67602 | 70410 | 3% | 70565 | 72771 | 3% |
| 8 | 66454 | 8 | 66454 | 68448 | 3% | 68512 | 70651 | 3% | 70565 | 72771 | 3% | 72903 | 75154 | 3% |
| 9 | 68616 | 9 | 68616 | 70674 | 3% | 70782 | 72965 | 3% | 72903 | 75154 | 3% | 77288 | 81611 | 3% |
| (2007) Step 10 Eliminated | 70777 | 10 | | | | | | | | | | | | |
| 11 | 72938 | 10 | 75673 | 75673 | 3.75% | 78661 | 78661 | 3.75% | 81611 | 81611 | 3.75% | | | |

STATE OF NEW JERSEY

N.J.S.A. 2A:157-10

There is created in the office of the prosecutor, the office or position of county investigator which shall be in the unclassified service of the civil service. The prosecutor of each of the several counties of this state may appoint such number of suitable persons, not in excess of the number, and at salaries not less than the minimum amounts, in this act provided, to be known as county investigators, to assist the prosecutor in the detection, apprehension, arrest and conviction of offenders against the law. Persons so appointed shall possess all the powers and rights and be subject to all the obligations of police officers, constables and special deputy sheriffs, in criminal matters.

Notwithstanding the provisions of this section, a single probationary or temporary appointment as a county investigator may be made for a total period not exceeding one year.

Except as otherwise provided by law, a county investigator employed by the county prosecutor shall not be removed from office, employment or position for political reasons or for any cause other than incapacity, misconduct, or disobedience of rules and regulations established by the prosecutor, nor shall such investigator be suspended, removed, fined or reduced in rank from or in office, employment, or position therein, except for just cause as hereinbefore provided and then only upon a written complaint setting forth the charge or charges against such investigator.

¹The chief investigator and deputy chief investigator, however, may be removed or demoted by the prosecutor. The complaint shall be filed in the office having charge of the office wherein the complaint is made and a copy shall be served upon the investigator so charged, with notice of a designated hearing thereon by the proper authorities, which shall be not less than 10 or more than 30 days from the date of service of the complaint.

A complaint charging a violation of the internal rules and regulations established for the conduct of a prosecutor's office shall be filed no later than the 45th day after the date on which the person filing the complaint obtained sufficient information to file the matter upon which the complaint is based. The 45-day time limit shall not apply if an investigation of an investigator for a violation of the internal rules or regulations of the office is included directly or indirectly within a concurrent investigation of that office for a violation of the criminal laws of this State. The 45-day limit shall begin on the day after the disposition of the criminal investigation.

The 45-day requirement of this paragraph for the filing of a complaint against an investigator shall not apply to a filing of a complaint by a private individual.

A failure to comply with these provisions as to the service of the complaint and the time within which a complaint is to be filed shall require a dismissal of the complaint.

The investigator may waive the right to a hearing and may appeal the charges directly to any available authority specified by law or regulation, or follow any other procedure recognized by a contract, as permitted by law.

For the purposes of this section, the transfer of an investigator from one section or unit to another section or unit within the office of the prosecutor shall not constitute a demotion, and the transferred investigator shall retain his rank, seniority, seniority-related privileges and salary.

Except as otherwise provided by the law, the officer, board or authority empowered to hear and determine the charge or charges made against a county investigator shall have the power to subpoena witnesses and documentary evidence. The Superior Court shall have jurisdiction to enforce any such subpoena.

If any county investigator shall be suspended pending a hearing as a result of charges made against him, such hearing, except as otherwise provided by law, shall be commenced within 30 days from the date of the service of the copy of the complaint upon him, in default of which the charges shall be dismissed and the investigator may be returned to duty.

Notwithstanding any other law to the contrary, whenever a county investigator is charged with an offense, under the laws of this State, another state, or the United States, the investigator may be suspended from performing his duties, with pay, until the case against the investigator is disposed of at trial, the complaint is dismissed, or the prosecution is terminated; provided, however, that if a grand jury returns an indictment against the investigator, or the investigator is charged with a crime of the first, second or third degree or which involves moral turpitude or dishonesty, the investigator may be suspended from his duties, without pay, until the case against him is disposed of at trial, the complaint is dismissed, or the prosecution is terminated.

If a suspended county investigator is found not guilty at trial, the charges are dismissed or the prosecution is terminated, the investigator shall be reinstated to his position and shall be entitled to recover all pay withheld

during the period of suspension subject to any disciplinary proceedings or administrative action.

Whenever any county investigator shall be suspended or dismissed from his office, employment or position and that suspension or dismissal shall be judicially determined to be illegal, the investigator shall be entitled to recover his salary from the date of such suspension or dismissal, provided a written application therefor shall be filed with the prosecutor's office within 30 days after such judicial determination.

Any county investigator who has been tried and convicted of any charge or charges, and is employed by a prosecutor in a county where Title 11A (Civil Service) of the Revised Statutes is not in operation, may obtain a review thereof by the Superior Court. Such review shall be obtained by serving a written notice of an application therefor upon the party or board whose action is to be reviewed within 10 days after written notice to the investigator of the conviction. The party or board shall transmit to the court a copy of the record of such conviction, and of the charge or charges for which the applicant was tried. The court shall hear the cause de novo on the record below and may either affirm, reverse or modify such conviction. If the applicant was removed from his office, employment or position, the court may direct that he be restored to such office, employment or position, and to all his rights pertaining thereto, and may take such other order or judgement as the court deems proper. Either party may supplement the record with additional testimony subject to the rules of evidence.

Whenever a county investigator is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the prosecutor shall provide the investigator with the necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the prosecutor or in criminal proceeding instituted as a result of a complaint on behalf of the prosecutor. If any such disciplinary or criminal proceeding instituted by or on complaint of the prosecutor shall be dismissed or finally determined in favor of the investigator, he shall be reimbursed for the expense of his defense.