

**COLLECTIVE NEGOTIATIONS**  
**AGREEMENT**

CUMBERLAND COUNTY BOARD OF COUNTY  
COMMISSIONERS

and

CUMBERLAND COUNTY POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL #231

**JANUARY 1, 2020 THROUGH DECEMBER 31, 2026**

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PREAMBLE

THIS COLLECTIVE NEGOTIATIONS AGREEMENT (“Agreement”) is hereby made this \_\_\_ day of January, 2020, by and between the Board of Commissioners of the County of Cumberland (hereinafter referred to as “County” or "Employer"), and Cumberland County Policemen's Benevolent Association, Local #231, representing the Line (non-supervisory) Correction Officers of Cumberland County, (hereinafter referred to as “PBA”, the “Association”, the “Union” or "Employees").

WHEREAS, the wellbeing of the employees covered by this Agreement and the efficient administration of the Cumberland County Department of Corrections are best served by the parties negotiating certain rights and obligations with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached agreement on certain terms and conditions of employment which are contained in this Agreement.

NOW, THEREFORE, in exchange for the mutual consideration contained herein, the employer and employees do hereby agree as follows:

ARTICLE ONE

RECOGNITION

Employer hereby recognizes the Cumberland County Policemen's Benevolent Association, Local #231 as the exclusive representative and bargaining agent for only the following: its County Correctional Police Officers; for the purpose of acting as bargaining agent for establishment of salaries, wages, hours, fairness and equity and other conditions of employment. This recognition, however, shall not be interpreted as having the effect of abrogating the rights of employees as established under the laws of 1968, Chapter 303 and civil service rights and entitlements along with any rights and entitlements under Title 40, Title 34. This Agreement shall not apply to the Warden/Director or Designee, Assistant/Deputy Warden, Captain(s), Lieutenants, Sergeants, or any other employees of the Department of Corrections other than those specified herein.

ARTICLE TWO

MANAGEMENT RIGHTS

The Employer retains the right in accordance with applicable law and regulation directly and by way of delegation to designated personnel to: (1) direct all operations of the county; (2) direct all employees of the County; (3) hire, promote, transfer, assign and retain employees in positions within the Department of Corrections, and to suspend, demote, discharge, or take other disciplinary action against employees for good and just cause; (4) maintain the efficiency of the government operations entrusted to it; (5) determine the methods, means, and personnel by which such operations are to be conducted; (6) determine the number and kind of job classifications, titles and positions; (7) contract work including but not limited to professional and other specialized services;

(8) take whatever action may be necessary to comply with state and federal law and regulations. All management rights are subject to this Agreement and applicable law. The County agrees that if any employee is subject to or is asked to participate in an investigatory interview, that they have the opportunity for union representation.

### ARTICLE THREE

#### GENERAL PROVISIONS

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

B. It is agreed by the parties that they will consult with each other from time to time at the reasonable request of either, to discuss matters of general interest and concern, and matters which do not constitute agreements as hereinabove defined. Such meetings shall be initiated by written requests of either party, which shall reflect the precise intent of the meeting, and shall provide at least seven (7) days advance notice. Said meeting shall occur within thirty (30) days of said request.

C. The jurisdiction and authority of the Employer over matters not covered by this Agreement are expressly reserved by the Employer.

D. Any provision of this Agreement found to be in violation of any future local or national legislation, shall be subject to renegotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected. As such, all other terms and conditions of this Agreement remaining unaffected.

E. Whenever a civil, administrative, criminal or quasi-criminal action or other legal proceeding has been or shall be brought against any employee for any act or omission arising out of and in the course of the performance of his/her duties as an employee of the County, and in the case of a criminal or quasi-criminal action such action results in final disposition in favor of such person, the County shall defray all costs of defending such action, including reasonable counsel fees at an hourly rate between \$125 and \$175 per hour in the discretion of the employer depending upon the nature of the matter and the experience of the counsel involved and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom. The employer's responsibility herein does not include the defense by the employee of disciplinary or other proceedings instituted against him/her by the County or any criminal proceeding instituted by or on complaint by or on behalf of the County unless such costs are required to be paid and/or reimbursed by law. Legal fees and expenses must be incurred pursuant to a written retainer agreement and will be paid only to extent the services and expenses are deemed reasonably necessary by the County to defend the matter. The attorney selected to defend such action shall be selected and approved by the County, which shall establish such administrative procedures as may be necessary for payment, reporting, and other implementation of this section. Employees may not engage their own attorney(s) without prior approval of the County. If an employee does so, employee does so at his/her own risk and expense, with no reimbursement by the County under this section.

Any fees and/or costs incurred through a party's prevailing in a disciplinary hearing shall be considered separate and apart from this Agreement and the parties agree to abide

by applicable law (including Civil Service rules and regulations and any valid arbitration award).

#### ARTICLE FOUR

#### DUES CHECKOFF

A. Employer agrees to deduct monthly membership dues in the Cumberland County, Policemen's Benevolent Association, Local #231 from the pay of those Employees who individually request in writing that such deductions be made and as otherwise consistent with the New Jersey Workplace Democracy Act and the United States Supreme Court's decision in Janus. The amounts to be deducted shall be certified to the Employer by the Treasurer of the P.B.A., and the aggregate deductions of all employees shall be remitted after each pay period in which deductions were made to the Treasurer of the P.B.A. together with a list of names of all Employees for whom deductions were made.

B. Any written designation to terminate the dues deduction of an Employee to the P.B.A. shall be made consistent with the New Jersey Workplace Democracy Act.

C. The County agrees that upon request it will deduct dues for individuals and pay such dues to PBA Local #231 as per N.J.S.A. 52:14-15.9e in compliance with applicable law (e.g., Title 34) and procedures.

D. Officials so designated by the President (and made known to the County) shall have access to new employees upon those employees becoming employed and sworn. Upon receiving a request in writing that the employee requests deductions for union dues to be made, the County will begin to deduct applicable monthly membership/agency dues.



ARTICLE FIVE

SENIORITY OF EMPLOYEES

A. Seniority is defined as an employee's total length of employment by the Cumberland County Department of Corrections for purposes of determining job placement, promotion, overtime assignment, special duty assignments, vacation schedules and days off. Other incidents of employment such as amount of sick leave and amount of vacation leave shall be determined by the employee's total length of employment by Cumberland County.

B. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

C. If a question arises concerning the seniority status of two or more employees who were hired on the same date, preference shall be given in accordance with Civil Service Commission.

D. Employer shall maintain an accurate, up to date seniority roster, showing each employee's date of hire, classification, and pay rate, and shall furnish copies of same to the PBA upon request. In any determination of work assignment for shift change or job posting, seniority shall prevail providing all other qualifications are equal.

ARTICLE SIX

NON-DISCRIMINATION

The Employer and employees recognize and agree that there shall be no discrimination by reason of race, creed, color, national origin, nationality, ancestry, age,

sex (including pregnancy), familial status, marital/civil union status, religion, domestic partnership status, affectional or sexual orientation, gender identity and expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability (including perceived disability, and AIDS and HIV status), political affiliation or any other category protected bylaw insofar as employment or application for employment is concerned, or as a condition of employment. Employer further agrees that it will not interfere with or discriminate against any employee because of membership in, or legitimate activity on behalf of PBA Local #231, nor will employer encourage employee membership in any other association or Union or do anything to interfere with the exclusive representation of the bargaining unit by PBA Local #231.

#### ARTICLE SEVEN

#### NO STRIKE PLEDGE

The PBA assures and pledges to Employer that its goal and purposes are such as to condone no strikes, work stoppages, slowdowns, or organized sick-outs or any other such method or violate the Constitution and laws of the State of New Jersey, and the PBA will not initiate such activities nor advocate or encourage members covered by this Agreement to initiate same.

#### ARTICLE EIGHT

#### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, as the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.
- B. Nothing herein shall be construed as limiting the right of any employee

having a grievance to discuss the matter informally with any appropriate members of the Department.

C. The term “grievance” as used herein, means any controversy arising over (1) the interpretation, application, or alleged violation of the terms and conditions of this Agreement, or (2) any controversy arising out of policies, discipline or administrative decisions affecting the term and conditions of employment including the discipline of any employee without good and just cause. A grievance may be raised by an employee, the association on behalf of the individual, or a group of individuals.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent. However, in lieu of any step or steps of the grievance process, the parties may mutually agree to mediation. Mediation does not preclude the parties from initiating or continuing the grievance procedures contemplated as follows. If the parties agree to mediate the Grievance, such mediation period of time shall not count toward initiating the formal Grievance Process. In any event, should mediation be chosen, both parties must do so in writing.

#### STEP 1

The Grievance shall be submitted in writing by the grievant to the appropriate administrative official designated by the Warden/Director or Designee within ten (10) business days of the occurrence of the event triggering the grievance. The administrative official shall submit a written answer to the local representative of the grievant within ten (10) business days of the submission date.

#### STEP 2

If the grievance is not satisfactorily adjusted at Step 1, the grievant, the Association, or the Association's attorney may appeal to the Warden/Director or Designee within ten (10) business days after the receipt of the written answer at Step 1. The Warden/Director or Designee will review the grievance and answer and submit his position in writing within ten (10) business days of submission to Step 2.

### STEP 3

If the grievance is not satisfactorily adjusted at Step 2, the grievant, the Association, or the Association's attorney may appeal to the Human Resources Director or other individual designated by the County Administrator within ten (10) business days after receipt of the written answer at Step 2. The Human Resources Director or other individual designated by the County Administrator shall submit a written decision of the grievance within ten (10) business days after hearing to Step 3. The Human Resources Director or other individual designated by the County Administrator shall serve its decision upon the grievant, the Association and the Association's attorney.

### STEP 4

If the grievance is not satisfactorily adjusted at Step 3, the grievant, the Association, or the Association's attorney may, within fifteen (15) days after receiving the decision of the Human Resources Director or designee, request arbitration, the cost of which shall be borne equally by both parties. Notwithstanding the foregoing, arbitration is not available for any discipline imposing a written reprimand or a suspension of less than 16 hours. The arbitrator shall be selected pursuant to PERC procedures. The arbitrator shall restrict his inquiry to the standards established by this Agreement. The findings of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his/her

decision as soon as possible after the conclusion of the testimony and argument.

E. Failure to file a written grievance within ten (10) business days of the occurrence of the event triggering the grievance shall constitute a waiver of any right to grieve the dispute unless such Grievance items are tabled for further review and/or investigation.

F. The failure of management to respond within ten (10) days at Steps 1 or 2 will result in the grievance automatically moving to the next level.

G. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any employee.

#### ARTICLE NINE

#### PERSONNEL REGULATIONS

A. Duty rosters shall be prepared and posted specifically setting forth the duties of each person and/or title.

B. Rules and regulations for employee conduct shall be distributed in writing to each employee. Such rules and regulations shall be reviewed by Employer at least once each year.

C. Each employee shall receive, at least once each calendar year, an evaluation of their performances, consisting of learning abilities and initiative, dependability, ability and willingness to follow directions and the rules of the Department. The evaluation will be done by the employee's most immediate superior and a copy shall be provided said employee. A copy of said evaluation containing the employee's signature as verifying receipt shall become party of the individual's file.

D. No individual shall be employed by the Employer as a County Correctional Police Officer who is ineligible for, unable to obtain and/or has had their PTC license revoked, unless successfully appealed and their license and eligibility has been restored. Each officer shall have the right to appeal and/or contest any license suspension and/or revocation through all applicable and lawful appeal processes either developed or soon to be developed under this new procedure.

E. Minimum physical standards for employees shall be established and enforced by Employer.

F. Employee personnel files shall be maintained pursuant to State and Federal law. Prior to any adverse material being placed in a personnel file, the employee affected shall be given a copy of the material and shall have the right to respond in writing. The written response shall be attached to the adverse material in the file.

## ARTICLE TEN

### SAFETY, HEALTH AND ADMINISTRATIVE ISSUES

A. Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel (subject to the provisions of Article 20, Section D), equipment, tools or devices reasonably necessary in order to insure their safety, health and security. The County agrees to replace supplied equipment as may be necessary to conform to manufacturer specifications.

B. Employer and the PBA shall each designate three (3) safety committee members, whose responsibility shall be to investigate and correct any unsafe and unhealthful condition at the jail. They shall meet periodically as necessary to view conditions in general and to make recommendations to either or both parties when

appropriate.

C. Employer may establish reasonable and necessary rules of work and conduct for employees, which shall be equitably applied and enforced.

D. Employer shall provide a locker room for employees, if space is available, together with designated bulletin board areas, which shall serve as the location for all official notices from Employer to employees, and for the posting of PBA announcements and other information. The County shall permit the Association reasonable use of designated bulletin boards located in work areas for the posting of notices concerning Association business and activities, provided such notices shall not contain salacious, inflammatory, or anonymous material. The designated bulletin board shall not be located where it can be viewed by the public.

E. The PBA shall receive a copy of the New Jersey Department of Corrections periodic report of conditions at the Cumberland County Jail.

F. To promote the personal safety of employees, management shall determine and advise the PBA of the minimum number of Officers working in the jail on any shift. Said force to be maintained whenever possible.

G. Rights of Agents – The PBA President and State Delegates shall be assigned a day shift on Monday through Friday schedule.

H. Release time for President and State Delegate to attend State Meetings – The President and Delegate are granted 40 release days in total to conduct union business excluding convention days covered by statute. The President and Delegate shall submit to the Warden/Director or Designee his schedule for the meetings and the release time on the first day of each month on a monthly basis.

I. Union Office – The County will use its best effort to secure office space in the correctional facility for the exclusive use of PBA Local 231. The PBA shall pay all costs associated with furnishing this office.

J. The Union may be consulted on an as-needed basis regarding budgetary issues and shall be permitted to provide proposed budgetary items to the Warden/Director or Designee.

K. If, in the issuance of a paycheck, there is an error in wages paid as a result of the County's actions or inactions, the County will issue a corrective direct deposit action within three business days if the amount in error exceeds \$100. Corrective adjustments of less than \$100 will be issued in the following regular direct deposit. Upon the resolution of any proration complaints and/or Grievances, the County will use its best efforts to rectify the same within one pay period after said resolution, Grievance Decision and/or Arbitration Decision.

L. The Union shall be provided with a copy of any Preliminary Notice of Discipline or Final Notice of Discipline issued to a member of the bargaining unit.

M. The County shall provide the Union with all new and modified policies, rules and regulations and, if possible, in advance of the effective dates thereof.

## ARTICLE ELEVEN

### TRAINING

Employer shall arrange for Correction Officers to receive training at a certified Correctional Academy in compliance with the requirements imposed by N.J.A.C. 10A:31-5.3 and the Police Training Commission. Such training shall be received within one (1) year of appointment.



All fees and costs for Employees to obtain and renew police licenses shall be paid for by the Employer. However, fees issued for late applications shall be paid by the Employee when the Employee has caused an application to be submitted late and fees issued for late applications shall be paid by the Employer when the Employer has caused an application to be submitted late. Classes for continuing education and training shall be paid for by the Employer provided the classes for education and training have been approved by the Warden/Director or Designee.

Officers shall be able to wear their uniform and/or other attire approved by the Warden/Director or Designee depending upon the type of training at issue.

## ARTICLE TWELVE

### HOLIDAYS

A. The following holidays are recognized as paid eight hour holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Juneteenth (to be celebrated on State's Schedule)

B. Holiday time which falls within an employee's vacation period shall be celebrated as soon as possible following the vacation.

C. Holidays which fall on Saturday shall be observed on the preceding Friday. Holidays which fall on a Sunday shall be observed on the following Monday.

D. It is understood that there shall be only one day of celebration in the event that holidays are observed on a day other than the actual date of the said holiday, and no additional day shall be received because of the adjustment of the day of observation.

E. When Employer declares, by formal action, a holiday for all County employees, those who are required to work on such a holiday shall be paid at regular hourly rates.

F. Employees who work on a holiday shall be paid their regular pay (whether on an eight-hour schedule or 12-hour schedule). Employees shall be able to accumulate holidays up to a maximum of nine (or 72 hours per year, which is nine holidays multiplied by eight hours of holiday time). Any holiday not used will be paid by the County no later than December 15<sup>th</sup>; however, employees cannot request to be paid out during the year. If an employee uses vacation time over a holiday, then the employee must take the holiday instead of using vacation time. It is further agreed that the Christmas Holiday which has been and currently remains in the contract shall be paid either in the last payroll of the year as appropriate Holiday pay or in the first payroll of the successor year, whichever is provided by law.

G. As of April 23, 2024, holidays will not be prorated as a result of a disciplinary suspension.

## ARTICLE THIRTEEN

### VACATIONS

A. Full-time employees shall be entitled to vacation with pay as follows:

1. For employees with less than one (1) year of completed service: eight hours per month worked;

2. For employees with one to five (1-5) years of completed service: 96 hours;
3. For employees with six to twelve (6-12) years of completed service: 120 hours;
4. For employees with thirteen to twenty (13-20) years of completed service: 160 hours;
5. For employees with more than twenty (20) years of completed service: 200 hours.
6. Employees hired after January 1, 2017, shall receive no greater than 160 hours of vacation time regardless of their length of service.

- B. Where in any calendar year the vacation or any part thereof is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Not more than 40 hours may be carried over without specific approval by the Director or his Designee, and the County Administrator or Designee.
- C. If an employee has exhausted all sick time, the employee may use a maximum of 48 vacation hours in lieu of sick time providing the employee provides a physician's note for those 48 hours.
- D. As of April 23, 2024, vacation time will not be prorated as a result of a disciplinary suspension.

## ARTICLE FOURTEEN

### SICK LEAVE

- A. In accordance with Title 11A and Title 40A, full-time or permanent part-time

employees shall be entitled to the following sick leave with pay:

1. During the first year of service, 10 hours sick leave with pay for each month of service from and after the date of first appointment, and 120 hours per year thereafter. Sick leave may be taken in increments pursuant to the policy concerning same as set forth in the County Employee Manual. If an employee does not utilize his/her entire allowable sick leave for any calendar year, the amount of unused sick leave shall accumulate to his/her credit from year to year. The employee shall be entitled to utilize such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined by the regulations of the N.J. Civil Service Commission.
2. If any employee is absent for four (4) consecutive working days, or for more than ten (10) days in any one calendar year, for any of the reasons set forth herein, Employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent shall be stated on the Doctor's certificate. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.
3. At the discretion of the Employer, any employee seeking sick leave, or returning from sick leave may be required to submit acceptable medical evidence or undergo a physical examination.
4. An employee who does not expect to report for work because of personal illness, or for any reasons hereinabove defined as sick leave, shall notify his immediate superior, by telephone or personal message, at least two (2) hours before the scheduled beginning of his tour of duty.

5. When an employee is ordered to work beyond their scheduled shift to fill a vacancy caused by the absence of another employee, the employee's immediate supervisor shall, when possible, provide the employee with no less than two (2) hours' notice prior to completion of the employee's regularly scheduled tour of duty.
6. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved upon the submission of a certificate of the local Department of Health.
7. If an employee has exhausted all sick time, the employee may use a maximum of 48 vacation hours in lieu of sick time providing the employee provides a physician's note for those 48 hours.
8. Employees on approved FMLA/NJFLA leave shall use accumulated sick time concurrent with such leave (beginning with such leave), except that employees may retain 72 sick hours notwithstanding the length of FMLA/NJFLA leave.

B. **SICK LEAVE BUYBACK.** Any permanent employee who has used less than 40 hours in a calendar year may, as an option, sell back his/her accrued sick time at the rate of 16 hours accrued for each eight hours of payment, up to a limit of 80 hours per year. Application must be made on or before January 10th, of the new year. Said amount shall be paid before January 31st of the new year based on the employee's hourly rate for the prior year. To qualify, an employee must have more than 80 available sick hours and must retain a minimum of 80 hours in their sick leave bank.

C. Sick leave will be prorated and deducted from available sick time based upon suspensions served as a result of disciplinary actions. The pro rata loss of sick time shall

be assessed against the employee servicing a suspension for a disciplinary infraction based upon the pro rata amount of sick time as compared to the number of days worked by the employee during the year less vacations and holidays. By way of example, see N.J.A.C. 4A:6-1.3.

## ARTICLE FIFTEEN

### WORKER'S COMPENSATION

1. When an employee is incapacitated because of an occupational injury or disease (as determined by a physician designated by the Employer's worker's compensation administrator), the employee shall be paid their full base salary for the initial thirty (30) days of job related disability.
2. If the employee remains incapacitated due to occupational injury or disease after the initial thirty (30) day period of disability expires, the employee shall receive worker's compensation benefits in accordance with the laws of New Jersey.
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 shall continue to remit pension contributions for the employee during said worker's compensation leave without pay.
5. As of April 23, 2024, any utilization of worker's compensation days shall not be counted toward proration of vacation, sick, holiday or personal leave.

## ARTICLE SIXTEEN

### OTHER LEAVES OF ABSENCE

Leaves of absence for employees shall be granted as provided in the Department of

Personnel Statutes and Rules and Regulations thereunder. Vacation leave will not be advanced.

A. Personal Leave

1. All employees covered by the within agreement shall be granted an annual allowance of 24 hours personal leave with pay.

2. The employee must notify his supervisor at least twenty-four (24) hours in advance except in extreme emergency, whereby the supervisor may waive this requirement.

3. Personal leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation shall be canceled. Unlike other leaves, when an employee separates, there shall be no reduction or repayments of funds for the day already used in the calendar year of separation.

4. The priority in granting such request for personal leave shall be as follows:

(a) Emergencies

(b) Observation of religious or other days of celebration

(c) Employee personal business

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

6. Personal leave shall not be prorated as a result of disciplinary suspension.

B. Military Service

Military leave will be provided in accordance with County Policy 2.06 and applicable Federal and State law.

C. Funeral Leave

All full-time employees shall be granted a leave of absence not exceeding three work days (36 hours for this section) per occurrence because of death of a member of their immediate family. Immediate family is defined as father, mother, son, daughter, husband, wife, civil union partner, grandmother, grandfather, step-mother, step- father, step-son, step-daughter, brother, sister, mother-in-law and father-in-law and members of the family living in the same household with the employee. Anyone traveling out of state more than 100 miles shall be granted an extra day.

D. General Leave

Any employee shall be given time off without loss of pay when:

1. Performing jury duty
2. Commanded to appear as a witness and not a party before a Court, Legislative Committee, or Judicial or Quasi-Judicial Body, other than in connection with the performance of his duty as employee.
3. Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.
4. Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other rights, privileges or benefits



of employees.

5. When a trial, plenary hearing or administrative law hearing is occurring in conjunction with litigation or proceedings in which an employee has been named as an individual defendant by virtue of his or her employment, said employee shall be permitted to attend same without loss of pay, barring any sequestration order. Said employee shall provide his or her immediate superior with as much notice as possible and shall promptly return to duty upon completion of the proceedings.

## ARTICLE SEVENTEEN

### WORK SCHEDULES

A. Employees serving in assignments on computer room, transportation, maintenance, outside detail, and recreation shall work an 8-hour shift (8 AM to 4 PM Monday through Friday or 4 PM to 12 AM Monday through Friday for computer room only). The bidding process described below is not applicable to those employees serving in computer room, electronic monitoring, booking-admissions, and booking-issue, except that shifts (only) for these assignments are subject to bidding based on seniority.

All other employees shall select by seniority based upon a 12-hour shift which shall be structured to require two days off, followed by two days on duty, followed by three days off, then two days on, then two days off, followed by three days on duty. The 12-hour work schedule shall be designed to require employees to work three shifts in one week and four shifts the other week, and will enable employees to have off three consecutive days (Friday to Sunday) every other weekend. Each work shift shall include 12 hours of paid time and will include 2 one-half hour breaks as well as a 10 minute break. Work shifts, which shall

begin on January 8, 2017 (the first day of the first full pay period in 2017), or as soon thereafter as practicable, shall be as follows:

7:00 AM to 7:00 PM  
9:00 AM to 9:00 PM  
7:00 PM to 7:00 AM

B. Management retains the right to determine the number of staff needed and posts required for each work shift and facility subject to the provisions of Article 18, paragraph B. Management also reserves the right to temporarily assign employees to another post or position as deemed necessary for, among other things, the efficient operation of the jail facilities and/or the safety and security of the employees and/or inmates (for example, and not by way of limitation, to temporarily assign an employee in booking-admissions on the 7A-7P shift to A Pod on the same shift as deemed necessary). In such a case, it is agreed that the temporary assignment in no way effects the bidded post or position of the temporarily-assigned employee.

Pursuant to Article 5, Seniority of Employees, employees shall be able to select, based on seniority, their shift, platoons, and job assignment (except those set forth in Specialty Posts and Assignments which have job qualifications as set forth in this Agreement) pursuant to the following bidding procedure:

1. The job bidding process shall be based solely on seniority of employees.
2. The union may request to have all jobs bid no more than once every 12 months.

The term "jobs" includes shift/platoon and job assignment.

3. Nothing contained in this Agreement shall be interpreted to mean that the assignment to Internal Affairs is to be bid. This assignment shall remain the sole

prerogative of the Warden/Director or Designee, which shall be in accordance with applicable law.

4. In order to meet the needs of training and/or specialized abilities as well as the safety needs of the County, shift assignments may need to be altered in the sole discretion of management. In these cases, the changes shall be made with timely written notice and shall include an explanation as to the need for such change. The change shall last until such time as the specific needs are no longer present, at which time the affected employee shall be returned to his/her bid shift/platoon and assignment.

5. If an employee in a bidding position will be out more than 30 calendar days, that bidded assignment shall be subject to a temporary assignment by management. Temporary assignments shall only occur when it is reasonable to assume or know that an employee will be out for more than 30 calendar days. Officers may bid for this temporary position but management and scheduling shall determine the assignment/appointment (exclusive of bidding of the shifts and assignments by seniority) to ensure an appropriate transition.

6. Temporary assignments/appointments to a position by management will not exceed 90 calendar days without the position being thereafter posted for bid. Temporary assignments/appointments shall not count as minimum specialty requirements/qualification or experience providing all other qualifications are equal as outlined in this Agreement.

7. After officers have selected job assignments, the unassigned officers shall be placed on posts using reverse seniority. All post sheets must be turned in November 1st of each calendar year.

8. If there are any new assignments/posts created for any reason, those assignments/posts shall be subject to bidding. The biddable assignments shall include shifts/platoons and assignment.

9. Attached as Exhibit A is a sample list of assignments to be bid by each shift and job assignments in each shift.

10. Officers may be removed from their post/platoon with just cause under the following conditions:

a. In order to meet the needs of the required training and/or specialized ability, the Warden/Director or Designee may alter assignments. Likewise, assignments may be altered to meet bona fide safety needs of the County or of the officers and/or inmates. Furthermore, any action or inaction detrimental to the good order and security of the Cumberland County Correctional Facility may result in removal of an officer from a bidded post or assignment that has not been bid. In such cases, these changes shall be made with timely written notices and explanation to the union and officer in writing and shall last until such time as the specific reason for the change has been met or ameliorated, at which time the affected employee shall be returned to his/her bid and/or shift; or

b. By the Warden/Director or Designee after progressive discipline has been satisfied.

C. Except in emergent situations, when an employee is ordered to remain on the job at the completion of his/her regular work shift, said employee shall receive no less than two (2) hours' notice from his immediate superior prior to completion of his/her regular work schedule.

D. The regular starting time of work shifts will not be changed without reasonable

notice to the affected employees. This paragraph shall not apply to call-ins, or overtime, and shall not be utilized to deprive any employee of cash payment for overtime.

#### E. Specialty Posts/Assignments

1. When there is an opening on any shift that requires specialty training, that shift/platoon opening must first be offered to an officer currently working in that position. Article 5 section D of this Agreement shall be applicable to that situation.

2. When all shifts/platoon or filled for said position within the specialty department and there exists an opening to be filled, a post bid shall open to all other correctional officers qualified or non—qualified network at the Department of Corrections. Article 5 of this Agreement shall be followed in such a situation.

3. The following specialty posts/assignments may be bid by any officers who meet the following minimum requirements, which have been established by the county in which may be modified in the sole discretion of management as necessary:

a. Electronic Monitoring Program: successful completion of Academy, CCIS, ATS, ACS, Promis Gavel, Track Group training, Annual Advance Street Survival Training, Annual firearms qualification, Valid NJ Driver's License.

b. Booking/Issue: successful completion of Academy, CCIS, picture link/fingerprint training, inquiry access ACS, ATS, Promis Gavel.

c. Admissions/Booking: successful completion of Academy, CCIS, ATS, ACS, NCIC, Promis Gavel, Bail Procedures.

d. Computer Room: successful completion of Academy, CCIS, ATS, see GIS access, NCIC, SCIS, Promis Gavel, admissions/booking training, assists parole,

monitor/verify Admission/Booking Department.

e. SOG Team: successful completion of Academy, one year experience as a correctional officer, annual firearms qualification, successful completion of mandated physical assessment.

A “non-qualified officer” is an employee, because of qualifications set forth above in (a) through (e) above, is not qualified to be in any of the specialty posts, assignments set forth above. A nonqualified employee may work any assignment, but cannot bid the job or assignments set forth in (a) through (e) above unless paragraph 2 above is satisfied. Management may assign a non-qualified employee to any of the above in accordance with temporary posts guidelines set forth in this Agreement.

## ARTICLE EIGHTEEN

### OVERTIME PAY

A. Overtime Defined and Eligibility:

1. Except as hereinafter provided, overtime shall, for all employees regardless of schedule, refer to any working hours beyond 80 hours of duty in a two-week work period. All hours worked in a two-week period shall count towards the eighty hours required to earn overtime. All employees shall receive one and one-half (1.5) times the regular hourly rate for all hours worked in excess of 80 hours in a two-week work period as described in Article 17. Sick leave taken by an employee shall not be considered “time worked” for purposes of overtime after an employee has used four (4) sick occurrences in a calendar year effective as of April 23, 2024. A “sick

occurrence” is defined as any use of sick time for one or more consecutive workdays for the same reason/cause regardless of overall duration. Vacation and holiday time (if requested and approved in advance) and personal time shall be considered “time worked.” Overtime shall be allocated without reference to whether the employee bid for an eight hour shift or a twelve hour shift. However, management reserves the right not to provide overtime to non-qualified officers when overtime is available in the Specialty Posts/Assignments described in Article 17.

2. Except as provided above, when an employee has been granted a day off (vacation, holiday time, personal day) and is subsequently summoned for duty on that day, one and one-half (1.5) times the regular rate shall be paid.

3. Should a sick day without a written Doctor's Certificate be claimed immediately following a preceding day's extended or double shift, only straight time rates will be allowed for hours worked on said preceding day if a habitual "call off pattern" has been established or after the employee has used 48 hours in that calendar year.

4. If an employee is recorded as "absent without pay” during a work week, said time shall not be considered hours worked for overtime computation.

5. Employees shall only be permitted to interchange shifts if such arrangement is approved by the Warden/Director or Designee. Straight time rates shall apply to this substitute period. Only hours worked in excess of

the substitute period shall qualify for overtime compensation.

6. As of April 23, 2024, time spent on worker's compensation and military leave will be counted as "time worked" for overtime purposes, but time spent on bereavement leave and jury leave will not count as "time worked" for overtime purposes.

B. Meetings and Conferences. When ordered by management to attend a job related meeting or conference after regular hours of duty, overtime rates shall apply. However, should it be determined that the conferences or meeting was occasioned by employee negligence in the performance of his duty, no compensation shall be paid to the negligent party.

C. Overtime shall be paid at time and one-half (1.5) of regular hourly rates of pay for each employee.

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

E. No employee shall have his regular work schedule or regular day off schedule changed for purpose of avoiding payment of overtime at any time.

F. Whenever any employee is assigned out of the County on a matter that requires service for more than one day, he shall be allowed reasonable expenses for transportation, food and lodging costs actually incurred.

G. Except as provided above with respect to Specialty Posts and Assignments, overtime will be distributed, whenever possible, according to seniority with an availability list to be maintained and posted. Acceptance or rejection of overtime will cause the top name on such a list to be placed at the bottom. No employee shall, without reasonable



justification, reject an overtime request.

H. Employer shall not reduce the work crew for the purpose of avoiding payment of overtime. This provision shall not infringe upon Employer's right to eliminate positions for economy reasons, subject to the rules of the N.J. Civil Service Commission.

I. Overtime shall include time for any job related Court appearance by any employee during other than his/her regular working hours in excess of 80 hours in a two-week period.

## ARTICLE NINETEEN

### CALL IN TIME

Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid a minimum of four (4) hours at the overtime rate which is appropriate as set forth in Article Eighteen hereinabove. The said payment for four (4) hours at the overtime rate shall be made regardless of the number of hours actually worked.

## ARTICLE TWENTY

### CREDITS FOR EMPLOYEES

A. Medical Examination

A thorough medical examination will be given to all personnel upon hiring. Said examination shall be at the Employer's expense.

B. Travel Allowance

If any employee shall be required to use a personal vehicle in connection

with the performance of his duties, he shall comply with County Policy 5.03 and shall be reimbursed at the current County rate (i.e. no less than forty (40) cents per mile).

C. Tuition Reimbursement

The County shall provide employees with tuition reimbursement subject to the following requirements and limitations:

1. The employee must have at least one (1) year of full-time service and be still employed as a Correction Officer.
2. The college course must be taken at an accredited school approved by the County before tuition costs are incurred.
3. The college course must be related to the employee's law enforcement duties.
4. The employee must have completed the approved course with a grade of "C" or better. Proof of course completion and grade and a paid, dated receipt evidencing tuition payment must be submitted.
5. Employees must apply to the Warden/Director or Designee to receive tuition reimbursement at least sixty (60) days prior to the start of the semester. Once approved by the Warden/Director or Designee, the application shall be forwarded to the Director of Personnel & Human Resources for approval.
6. Because funds are limited, annual expenditures for tuition reimbursement for the entire bargaining unit shall be limited to one (1%) percent of the total payroll for employees in the bargaining unit. Tuition

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

7. Maximum tuition reimbursement per employee shall be ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS per year. Reimbursement shall not exceed EIGHTY (\$80.00) DOLLARS per credit hour for undergraduate courses and ONE HUNDRED FORTY FIVE (\$145.00) DOLLARS per credit hour for graduate courses.

8. Costs for books and supplies and other charges shall be borne by the employee.

D. Uniforms

1. The County shall provide for the initial issue of uniforms. Effective July 1, 2024, if the Director, Warden or Designee, or other similarly empowered position supervising the Department of Corrections makes changes to the uniforms (inclusive of affixed patches) the County shall bear the cost of said change and shall provide each officer such articles as mandated. All uniforms, clothing, and County-issued equipment shall be replaced by the County, subject to the discretion and approval of the Director, Warden or Designee, etc.

ARTICLE TWENTY-ONE

LIFE, HEALTH, AND GENERAL LIABILITY INSURANCE

A. Health Insurance Benefits

1. Effective January 1, 2022, all employees receiving benefits from the County shall be enrolled in the Aetna Health Network Only (HNO) Plan (Exhibit B), which shall be considered the “base plan” for health benefits paid for by the County less any premium sharing amounts currently paid by the individual employees. Employees will still have the right to select other plans offered by the County during open enrollment. However, the employee will be responsible for paying the difference in premium between the base plan and the more expensive plan as well as the applicable Chapter 78 contribution for the base plan. Therefore, the employee’s total premium cost share will be the difference between the base plan and chosen plan costs plus the Chapter 78 premium sharing calculation. Employees shall contribute toward all medical benefits in accordance with the requirement of Chapter 78, P.L. 2011 (Chapter 78).

2. Prescription plan co-pays for the health insurance plans is set forth in Exhibit B as follows: \$10.00 for generic prescriptions, \$25.00 for preferred brand prescriptions, and \$50 for non-preferred brand name drugs. 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 a 90-day supply of the prescription. Employees shall contribute toward their prescription benefits in accordance with the requirement of Chapter 78.

3. The County shall have the right to substitute a different insurance carrier or plan to implement a self-insured health benefits plan that provides eligible employees and eligible family members with benefits that are equivalent to or better than the benefits provided under the Aetna Health Network Only (HNO) Plan now in effect as modified above.
4. In the event that the County seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the County agrees and acknowledges that any such changes are negotiable and will provide the Union with thirty (30) days of notice before any such change is to take place, in order to permit the Union and the County to meet and discuss the proposed change and the effect of such change on bargaining unit employees.
5. When an employee has dependent(s) covered under the County Health Benefits Plan and such dependent(s) subsequently become ineligible to participate in the County Health Benefits Plan due to death, divorce, otherwise, the employee shall, within thirty (30) days of the event triggering the dependent's ineligibility, notify the County Department of Personnel & Human Resources of the change in coverage. If the employee fails to give said notification, the employee shall reimburse the County for expenditures made relating to the insurance coverage of said dependent(s) during the period of ineligibility. Moreover, the employee's failure to provide timely notice is grounds for discipline.
6. The County dental plan level shall be 50/50 of covered benefit limits, with an employee contribution governed by Chapter 78. Such plan may be replaced by a plan

that is equal to or better than the plan in effect at the time of the parties' execution of this Agreement.

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

8. Retiree health benefits shall be provided in accordance with County Policy 2.11 (Health Benefits Insurance), as qualified by any requirements per State and federal law that existed in 2012. Any employee hired prior to 12/31/16 shall be eligible for retiree benefits under County Policy 2.11. There shall be no 80/20 retiree health benefits for any employee hired after 1/1/17 once said employee reaches Medicare eligibility.

B. Life Insurance

Employer shall provide full-time employees with life insurance coverage. The County Employee Group Life Insurance Policy death benefit shall be in the amount of \$7,500.00.

When an authorized Leave of Absence without pay due to illness or other emergency leave is granted, life insurance shall be continued for the first thirty (30) days of said leave. When an employee is injured on the job, life insurance benefits may be continued by the County at its discretion for a period not to exceed one year from the date of injury provided said injury is recognized as eligible for worker's compensation.

C. Employee Liability

Employer shall hold employees harmless from any loss, claim or liability to any third person or persons for bodily injury or property damage arising out of an act of negligence or negligent failure to act by any employee within the scope of and in the course of his employment to the extent insurable under the provisions of Comprehensive General

Liability Insurance policy approved by the State of New Jersey and available for purchase and otherwise allowed by law. Said coverage shall include the undertaking of the defense of any such claim against an employee.

D. Injury Payment

The County agrees to open up negotiations regarding compensation to officers injured while performing the functions of their job if a Bill pending in the Legislature as S-596/A-3422 passes and is signed by the Governor.

ARTICLE TWENTY-TWO

LONGEVITY

Longevity was eliminated as of June 1, 2013.

ARTICLE TWENTY-THREE

SICK LEAVE ON RETIREMENT

Any permanent employee who retires with any earned and unused accumulated sick leave shall be entitled to receive fifty (50%) percent of his/her accumulated sick time as severance pay, said payment not to exceed \$9,000.00. This payment shall be paid in a lump sum after the effective date of retirement, or at a time mutually agreed upon by the retired employee and Employer.

ARTICLE TWENTY-FOUR

RATES OF PAY

Wages will be paid in accordance with the Wage Scale attached as Exhibit A. Any payments contemplated to be made hereunder shall not be made until the parties have executed a final Collective Negotiations Agreement. There shall be no additional

retroactive payments for any economic benefit contained in this Memorandum of Agreement except as provided for in Exhibit A.

## ARTICLE TWENTY-FIVE

### PREA REQUIREMENTS

Pursuant to the Prison Rape Elimination Act (PREA) Standard 115.66, the County shall maintain the ability to remove alleged staff sexual abusers from contact with any incarcerated person pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted. Nothing in this standard shall restrict the entering into or renewal of agreements that govern:

- A. The conduct of the disciplinary process, as long as such agreements are not inconsistent with the provisions of Standards 115.72 and 115.76; or
- B. Whether a non-contact assignment that is imposed pending the outcome of an investigation shall be expunged from or retained in the staff members personnel file following a determination that the allegation of sexual abuse is not sustained.
- C. Nothing shall prevent an Officer from appealing and/or contesting an adverse finding relative to any PREA violations and discipline resulting from said adverse findings through any appropriate appeal process including grievance arbitration.

## ARTICLE TWENTY-SIX

### JOB PROTECTION IN CASE OF MERGER OR ABSORPTION

The County agrees that if the Cumberland County Jail shall be merged or taken over by a



new entity or joint meeting any Union member transferred from the County to said new entity or joint meeting as a result of any agreement between the County and said new entity or joint meeting shall suffer no reduction in pay unless or until a new collective bargaining agreement is negotiated with said new entity or joint meeting.

## ARTICLE TWENTY-SEVEN

### DURATION AND RENEWAL

This Agreement shall be effective on and as of the first day of January, 2020 and shall remain in full force and in effect through the thirty-first day of December, 2026. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiating shall begin no later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations until superseded by a successor Agreement or binding interest arbitration award. Notwithstanding the foregoing, the parties agrees that upon expiration of the within agreement, and to the extent the parties have not entered into a successor agreement, that they will abide by the final decision of the judiciary (or subsequent legislation) with respect to payment of salary increments upon the expiration of a collectively bargained agreement, which issue is now pending before the New Jersey Supreme Court as Count of Atlantic v. PBA Local 77 et al., and Township of Bridgewater v. PBA Local 174 (Docket Nos. A-2477-13T4 and A-0107-14T1). The parties agree that the County has no obligation to pay increments under this paragraph if the parties fail to meet to negotiate a successor contract on at least three occasions prior to the expiration of the within Agreement.

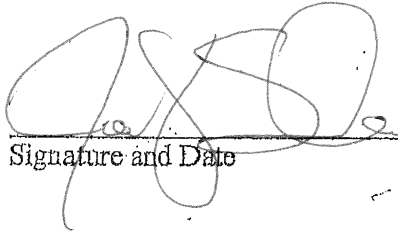
IN WITNESS WHEREOF, the County of Cumberland, by and through its Board of Chosen Freeholders and the Cumberland County Policemen's Benevolent Association, Local #231, have caused this Agreement to be signed by their duly authorized representatives.

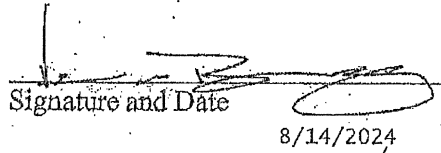
FOR THE CUMBERLAND COUNTY BOARD OF CHOSEN FREEHOLDERS:

FOR THE CUMBERLAND COUNTY POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL #231:

Joseph V. Sileo, Director  
Printed Name and Title

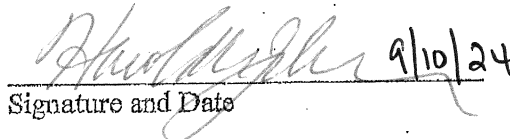
Victor Bermudez  
PBA Local 231, President

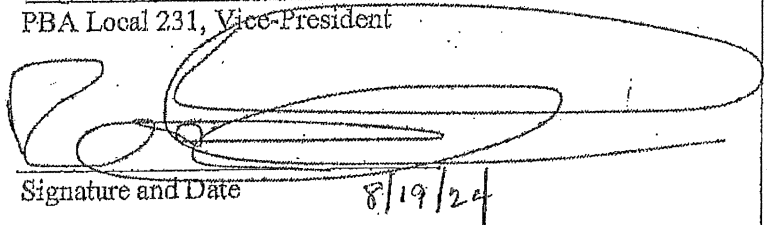
  
Signature and Date 9/10/24

  
Signature and Date 8/14/2024

Heard U. Johnson BA  
Printed Name and Title

Regina Hester  
PBA Local 231, Vice-President

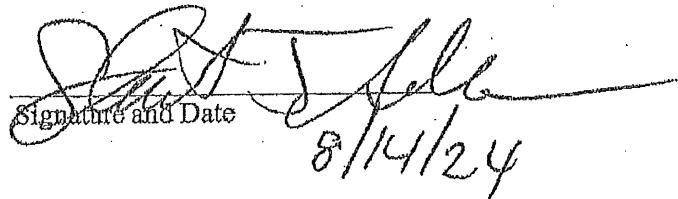
  
Signature and Date 9/10/24

  
Signature and Date 8/19/24

\_\_\_\_\_  
Printed Name and Title

Stuart J. Alterman, Esquire  
Attorney for PBA Local 231

\_\_\_\_\_  
Signature and Date

  
Signature and Date 8/14/24

**SUMMARY OF MEDICAL BENEFITS**

<b>Aetna HNO \$5-\$15 PCP Selection Not Required</b>	<b>NETWORK PROVIDERS Based on Contracted Fees</b>	<b>NON-NETWORK PROVIDERS Based on the Allowed Amount</b>
<b>DEDUCTIBLE PER CALENDAR YEAR</b>		
Per Covered Person	N/A	N/A
Per Family Unit	N/A	N/A
No deductible carryover applies from previous benefit period.		
<b>PRECERTIFICATION REQUIREMENT</b>		
Plan requires precertification of Medical Necessity for certain services before Medical and/or Surgical services are provided. Please see the Cost Management section of this booklet for more details. Failure to follow precertification procedures may reduce benefit payment by the plan. Contact your claims administrator for any applicable penalty amounts.		
<b>SECOND AND/OR THIRD OPINION PROGRAM REQUIREMENT</b>		
Second and/or third opinion program is encouraged but not required by this Plan. Please see the Cost Management section of this booklet for more details.		
<b>MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR</b>		
Per Covered Person	\$2,500	N/A
Per Family Unit	\$5,000	N/A
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the Maximum Out-of-pocket Amount and are never paid at 100%: - Cost containment penalties, Charges over the Allowed Amount, Non-covered charges		
All In-Network Out-of-pocket expenses for covered charges will accumulate to satisfy the In-Network Maximum Out-of-pocket amount.		
All Non-Network Out-of-pocket expenses for covered charges will accumulate to satisfy the Non-Network Maximum Out-of-pocket amount.		
<b>COVERED CHARGES</b>		
<b>Hospital Services</b>		
Inpatient	100% covered after \$150 copay/stay	Not Covered
Intensive Care Unit	100% covered after \$150 copay/stay	Not Covered
<b>Emergency Room Visit</b> - Payment at the In-Network level applies only to true Medical emergencies and Accidental Injuries.		
Medical Emergency	\$100 copay/visit	\$100 copay/visit
Urgent Care	\$15 copayment	Not Covered
<b>Skilled Nursing Facility</b> Benefit Maximum	\$150 copayment/admission 100 day maximum per calendar year	Not Covered
<b>Physician Services</b>		
Inpatient visits	100% covered	Not Covered
Office visits	\$5 copayment	Not Covered
Specialist visits	\$15 copayment	Not Covered
Maternity OB Visits	\$15 copayment applies to first visit only; the covered at 100%	Not Covered
Surgery	Outpatient/Surgicenter - \$150 copayment; Inpatient - 100% covered	Not Covered
Allergy Testing	Based on Place of Service	Not Covered
Allergy Treatment	Based on Place of Service	Not Covered
<b>Diagnostic Testing (X-ray &amp; Lab)</b>	100% covered	Not Covered
<b>Home Health Care</b>	\$5 copayment	Not covered
<b>Inpatient Prescription Drugs</b>	Refer to Hospital Services - Inpatient	Not Covered

<b>Aetna HNO \$5-\$15 PCP Selection Not Required</b>	<b>NETWORK PROVIDERS Based on Contracted Fees</b>	<b>NON-NETWORK PROVIDERS Based on the Allowed Amount</b>
<b>Retail - Prescription Drugs</b>	Not Covered	Not Covered
<b>Outpatient Private Duty Nursing</b>	100% covered - limited to 30 8-hour shifts/calendar year	Not Covered
<b>Hospice Care</b> Contact your claims administrator for any limitations that may apply	100% covered	Not Covered
<b>Ambulance</b>	Emergency Transport - No Charge; Non-Emergent Transport - Not Covered unless pre-authorized	Emergency Transport - No Charge; Non-Emergent Transport - Not Covered unless pre-authorized
<b>Jaw Joint/TMJ</b>	Based on Place and Type of Service	Not Covered
<b>Wig After Chemotherapy Benefit Limit</b>	100% covered	Not Covered
<b>Occupational Therapy*</b>	\$5 copayment; limited to 30 visits/calendar year	Not Covered
<b>Speech Therapy*</b>	\$5 copayment; limited to 30 visits/calendar year	Not Covered
<b>Physical Therapy* Benefit Limit</b>	\$5 copayment; limited to 30 visits/calendar year	Not Covered
Based on medical necessity		
<i>*Refer to "Autism or Another Developmental Disability" in the Covered Charges section for information specific to therapy coverage associated with a diagnosis of Autism.</i>		
<b>Durable Medical Equipment</b>	100% covered	Not Covered
<b>Vision Eyewear</b>	\$125 maximum reimbursement/calendar year	\$125 maximum reimbursement/calendar year
<b>Hearing Aid Devices Benefit Limit</b>	100% covered Coverage for persons age 15 or younger. One hearing aid for each impaired ear every 24 months.	Not Covered
<b>Prosthetics</b>	\$5 copayment	Not Covered
<b>Orthotics</b>	\$5 copayment	Not Covered
<b>Spinal Manipulation Chiropractic Benefit Limit</b>	\$15 copayment Limited to 25 visits/calendar year	Not Covered
<b>Mental Disorders</b>		
Inpatient	Refer to Hospital Services - Inpatient	Not Covered
Outpatient	Office - \$15 copayment; Outpatient Facility - 100% covered	Not Covered
<b>Substance Abuse</b>		
Inpatient	Refer to Hospital Services - Inpatient	Not Covered
Outpatient	Office - \$15 copayment; Outpatient Facility - 100% covered	Not Covered
<b>Preventive Care</b>		
Routine Well Adult Care	100% covered	Not Covered
<i>Eligible coverage for the following listed services are subject to gender, age and frequency guidelines as well as associated risk factors. Includes: office visit for routine physical examination including counseling for obesity, alcohol and/or tobacco use, colonoscopies and services for pap smear, mammogram, prostate screening, gynecological exam, screening for blood pressure, cholesterol, type 2 diabetes, HIV, immunizations/flu shots. Refer to healthcare.gov for complete listing.</i>		
Routine Gynecological Exam	100% covered	Not Covered

<b>Aetna HNO \$5-\$15 PCP Selection Not Required</b>	<b>NETWORK PROVIDERS Based on Contracted Fees</b>	<b>NON-NETWORK PROVIDERS Based on the Allowed Amount</b>
Routine Mammograms	100% covered	Not Covered
Routine Well Newborn & Child Care	100% covered	Not Covered
<i>Eligible coverage for the following listed services are subject to gender, age and frequency guidelines as well as associated risk factors. Includes: office visit for routine physical examination including counseling for obesity, alcohol and/or drug use, screening for autism, blood pressure, congenital hypothyroidism, developmental, hearing, lead, and vision, immunizations/flu shots, behavioral assessment. Refer to healthcare.gov for complete listing.</i>		
Eye Exam Frequency limits may apply	\$15 copayment; limited to 1 routine eye exam & 1 vision survey/calendar year	Not Covered
<b>Organ Transplants</b>	Refer to Associated Medical Service - Contact your Claims Administrator	Refer to Associated Medical Service - Contact your Claims Administrator
<b>Infertility Benefits</b> Benefit Limitations	Refer to Associated Medical Service <i>Coverage subject to current New Jersey State Mandate. Treatment covered with limitations. Contact your Claims Administrator for more details</i>	Not Covered

**PBA #231 & COUNTY OF CUMBERLAND**  
**Exhibit A - Wage Guide - TOK BY UNION 3/1/2024**

Step #	2020	2021	2022	2023	2024	Step #	2025	Step #	2026
R	34,575	34,575	34,575	34,575	40,207				
1	37,075	37,075	37,075	37,075	43,771	1	44,428		
2	40,075	40,075	40,075	40,075	47,335	2	48,046	1	48,767
3	43,575	43,575	43,575	43,575	50,899	3	51,664	2	52,439
4	46,075	46,075	46,075	46,075	54,463	4	55,282	3	56,111
5	49,575	49,575	49,575	49,575	58,027	5	58,900	4	59,783
6	52,575	52,575	52,575	52,575	61,591	6	62,518	5	63,455
7	56,075	56,075	56,075	56,075	65,155	7	66,136	6	67,127
8	57,575	57,575	57,575	57,575	68,719	8	69,754	7	70,799
9	59,075	59,075	59,075	59,075	72,283	9	73,372	8	74,471
10	61,075	61,075	61,075	61,075	75,847	10	76,990	9	78,143
11	64,075	64,075	64,075	64,075	79,411	11	80,608	10	81,815
12	66,575	66,575	66,575	66,575	82,975	12	84,226	11	85,487
13	69,575	69,575	69,575	69,575	86,539	13	87,844	12	89,159
14	72,075	72,075	72,075	72,075	90,103	14	91,462	13	92,831
15	74,000	74,000	74,000	74,000	93,672	15	95,077	14	96,503
								OFF	97,951

Off-Guide Increases      **2.50%**    **2.50%**    **2.50%**    **2.50%**

**1.50%**

**1.50%**

\*Clothing Maintenance & Uniform Allowances of \$675 and \$750 eliminated in 2012/2013 and is now in-base. This is an added benefit as the County is not seeking this back, but will contract directly for the procurement of replacement uniforms/clothing subject to the discretion and approval of the CCDOC Director, Warden, or other designee similarly empowered.

\*Offering bilingual title with an in-base adjustment of \$1,000 to what is presented above.

2025 - Recruits shall be hired at Step 1, eliminating the Recruit step.

2026 - Wage Guide condenses, requiring all members to freeze their step progression for one year, while still experiencing an increase.