

**AGREEMENT**

**between**

**COMMUNICATIONS WORKERS OF AMERICA LOCAL 1036  
ASSISTANT PROSECUTORS RANK AND FILE UNIT**

**and**

**THE CUMBERLAND COUNTY PROSECUTOR  
AND THE CUMBERLAND COUNTY BOARD  
OF CHOSEN FREEHOLDERS**

**January 1, 2014 – December 31, 2017**

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**PREAMBLE**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Cumberland County Prosecutor (hereinafter referred to as the "Prosecutor" or "Employer"), together with the Cumberland County Board of Chosen Freeholders (hereinafter referred to as the "County"), and the Communication Workers of America, Assistant Prosecutors Rank and File Unit (hereinafter referred to as the "Union").

WHEREAS, said Union has been selected as the exclusive bargaining agent by the Employees hereinafter to be defined; and

WHEREAS, said Union has been in negotiations with the Prosecutor and the County; and

WHEREAS, the Union and the Prosecutor and the County have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to law;

NOW, THEREFORE, subject to law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants, and agreements contained herein do herein establish the following terms and conditions which shall govern the activities of the parties and all affected Employees:

## ARTICLE 1: RECOGNITION

1. The Prosecutor and the County hereby recognize the Union as the sole and exclusive bargaining agent for all Assistant Prosecutors, excluding the First Assistant Prosecutor, the Executive Assistant Prosecutor, Trial Chief, Senior Trial Attorneys and/or Team Leaders. The Union and each Employee covered by this Agreement expressly acknowledge the special employment relationship that exists whereby each covered person's employment is "at will" and that each covered Employee serves at the pleasure of the Prosecutor. Nothing herein shall be construed to abrogate state law and statute which defines "at will" employment, and, which vests the Prosecutor with legal powers and responsibilities in the exercise of its law enforcement and police power that cannot be bargained away.
2. Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include males and females. Except as otherwise specifically noted, a reference to "Employees" or to "Assistant Prosecutors" shall refer to all Employees in the Union covered by this Agreement.

## ARTICLE 2: MANAGEMENT RIGHTS

1. All of the rights, power and authority possessed by the Prosecutor prior to the signing of this Agreement, including and not limited to the right to terminate "at will" Assistant Prosecutors, are retained exclusively by the Prosecutor, subject only to such limitations as are specifically provided in this Agreement. It is expressly acknowledged by the Union and the Employees that the Prosecutor has special legal powers which cannot be abridged or otherwise bargained away.
2. The Prosecutor hereby retains and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of America, including but without limitation the following rights, privileges and functions:
  - a. The executive management and administrative control of the Cumberland County Prosecutor's Office, its properties and facilities, the activities of its Employees related to their employment, and the right to impose reasonable rules and regulations governing employment.
  - b. The right to hire all Employees, determine their qualifications and the conditions for their continued employment, their dismissal or demotion, the increase or decrease of salaries, promotion, reassignment and transfer of all such Employees.
  - c. The right to make reasonable rules or procedures, to determine schedules of work, as well as duties, responsibilities and assignments of all Employees, and to decide the number of Employees needed for any particular unit or assignment and to be in sole charge of the quality and quantity of work required.
  - d. The right to determine if, how and when automobiles will be assigned among Assistant Prosecutors, it being further understood that no non-supervisory Assistant Prosecutors covered by this Agreement shall be assigned an automobile and that, to the limited extent that an automobile may be utilized (i.e. see Article 6 only), no County issued automobile may be used in any manner or at any time for personal use.
  - e. The right to terminate or suspend, with or without pay, any Employee with or without cause. There is no right of appeal.

- f. The right to direct and assign the Employees, to plan, direct and control operations, to introduce new or different methods of operations in all respects to carry out the ordinary and customary functions of management as allowed by law and this Agreement.
- g. This Article 2 shall not be modified or altered in substance, scope or application.

### **ARTICLE 3: NON-DISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, color, national origin, religion, marital, parental or birth status, political affiliation or Union membership.



#### ARTICLE 4: UNION DUES

1. **Dues Deductions.** The Employer agrees to make payroll deductions of Union dues when authorized to do so by the Employee(s) on the appropriate form. The Union shall certify the amount of such deductions to the Employer. The Employer shall remit the dues to the Union by the tenth calendar day after deductions are made, together with a list of employees from whose pay such deductions were made. Said employee list shall include names, address, and amount of dues deducted and submitted for that period. Dues deductions for employees in the bargaining units shall not be made for any other employee organization. Dues deductions and employee lists shall be sent to: CWA, Secretary Treasurer's Office, Communication Workers of America, 501 3<sup>rd</sup> Street Northwest, Washington, DC 20001-2797.
2. **Withdrawal of Dues Check Off.** In the event any Employee withdraws his/her authorization for dues deduction by notice to the Prosecutor's Office, such dues shall be halted as of the earlier of the next January 1 or July 1 following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52:14-15.9e.
3. **Deduction of Representation Fees.** For all employees in the bargaining unit who do not pay dues in accordance with Section 1 above, the Employer shall instead deduct a representation fee equal to eighty-five percent (85%) of regular dues as certified by the Union pursuant to N.J.S.A. 34:13A-5.5 et seq., to be remitted to the Union in the same manner as regular dues in accordance with the aforementioned law and pursuant to the rules and regulations of the Public Employment Relations Commission, the Union shall establish a demand-and-return system.
4. **No Other Employer Obligation.** It is agreed that the County and Employer shall have no other obligation or liability, financial or otherwise, in connection with such fees, and that once the funds deducted are remitted to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union.
5. **Hold Harmless.** The Union hereby indemnifies, saves and holds the Employer and the County harmless against any and all claims, demands, causes of action or other forms of liability of any kind and nature whatsoever, without limitation, arising from or relating to

any action taken by the Employer and the County under this Article 4. The Union shall be responsible to reimburse the Employer and the County for all reasonable attorney(s) fees and costs incurred of any kind and nature whatsoever, in any legal matter or actions or omissions arising out of this Article 4.

## **ARTICLE 5: PROFESSIONAL MEMBERSHIPS**

1. It shall be the responsibility of the Employer to pay the fees and costs associated with dues for membership in and cost of meetings of the Cumberland County Bar Association, attendance at the annual New Jersey Prosecutor's Convention as determined in the sole discretion of the Prosecutor, and dues for membership in the New Jersey Assistant Prosecutor's Association.
2. The Prosecutor shall, within 45 days of proof of payment, reimburse Assistant Prosecutors for payments made by them for the annual fee to the New Jersey Lawyers' Fund for Client Protection.

## **ARTICLE 6: EDUCATION AND TRAINING**

Employees covered by this Agreement who attend approved legal education or training courses, shall receive mileage reimbursement at the standard County rate or shall be provided a County vehicle to attend such training. If County vehicles are provided, the Employees shall be required, to the extent reasonable and feasible, to car pool. Any out-of-state travel expenses, including but not limited to airfare, lodging, etc. must be pre-approved by the Prosecutor. The Prosecutor shall pay for the full cost of registration and attendance at legal education or training courses. Employees shall not receive compensatory time or pay for the hours spent attending the training. Employees must receive approval from the Prosecutor prior to attending said training to receive the above benefits.

## **ARTICLE 7: HOURS OF WORK**

1. Assistant Prosecutors are professional employees and may be expected to work more than the general office hours set forth in Article 7.2 herein below without additional compensation as necessary to fulfill professional responsibilities and when as directed by the Prosecutor and/or her designee to accomplish specific assignments of a priority nature.
2. General office hours are Monday through Friday from 8:30am to 4:30pm.
3. For the purpose of maintaining an open dialogue on the issue of on-call responsibilities within the bargaining unit, the Prosecutor agrees to discuss said issue during the term of this agreement. The agreement to discuss does not bind the Prosecutor or the County to collectively bargain the issue of on-call responsibilities during the duration of the collective negotiations agreement. Nor does it bind the Prosecutor or the County to provide compensation for on-call responsibilities. The parties agree that any outcome of these discussions shall abide by the terms of the in force collective negotiations agreement.

## **ARTICLE 8: OFFICE ENVIRONMENT**

### **1. Health and Safety.**

- a. The Employer shall at all times maintain safe and healthy working conditions for all Employees covered by this Agreement.
- b. A designated bargaining unit representative shall bring any health and safety concerns to the Prosecutor, or her designee, as the need arises. The parties agree to meet to discuss the concerns within five (5) business days.

### **2. Office Reference Books.**

The Employer agrees to provide each Employee covered by this Agreement with legal reference books and online legal research sources necessary to the responsibilities of Assistant Prosecutors.

### **3. Meetings with the Prosecutor.**

There shall be a meeting between the Prosecutor, or her designee, and the Employees covered by this Agreement on a quarterly basis, if requested in writing by either party, to discuss the general environment and any labor-management issues of the Cumberland County Prosecutor's Office. Such a meeting shall be scheduled by the Union and the Prosecutor through the Office Administrator. Nothing herein shall preclude the Union from requesting, in writing, additional meetings.

### **4. Standard Operating Procedures.**

- a. The Employer shall provide notice and copy to the Union if Standard Operating Procedures are updated, created, or eliminated.
- b. The Employer will provide notice to the Union of any new hire, resignation, retirement, promotion, demotion, or reassignment.

## **ARTICLE 9: EMPLOYEE SAFETY**

The Employer and the Union recognize that the Employees covered by this Agreement, by the very nature of their duties, can be exposed to personal risk in the performance of said duties. Therefore, the Employer and the Union commit to maintain open communication regarding issues affecting Employee safety. This shall include, but not be limited to, building security, parking lot security, security in areas where Employees regularly travel to perform their duties, such as to and from the courthouse, and safety to and from the workplace from home. The Employer and the Union agree to consult and work with appropriate outside governmental agencies on security issues when the need arises.

## ARTICLE 10: VACATIONS

1. Full-time employees shall be entitled to vacation with pay as follows:
2. Employees with less than one full year of service will receive one (1) working day for each month of service. Vacation days must be accrued and will not be advanced.
3. Vacation time will be accrued as follows:
  - Completion of 1 full year of service through 5 full years of service: 12 days
  - Completion of 5 full years of service through 12 full years of service: 15 days
  - Completion of 12 full years of service through 20 full years of service: 20 days
  - Completion of more than 20 full years of service: 25 days
4. Employees may take vacations in periods of one-half ( $\frac{1}{2}$ ) day increments with the approval of the Prosecutor.
5. If there is a conflict in a particular work area in which multiple employees are requesting the same vacations day(s), the senior employee shall have preference. Vacations shall be granted on a first come basis provided work requirements shall be met.
6. Employees shall be notified within ten (10) working days of submitting their vacation requests if the request was granted by their supervisor.
7. An employee may carry over up to five (5) unused vacation leave days from one year to the next.



**ARTICLE 11: HOLIDAYS**

1. The official paid holidays, which are recognized holidays for the purposes of this Agreement are as follows:

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

2. In addition to the aforementioned holidays, the County will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday.

## ARTICLE 12: SICK LEAVE

1. Sick leave may be utilized by all full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease or to care for an ill family member.
2. Each employee will be granted annual sick leave as follows:
3. One working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days ( $1\frac{1}{4}$  per month) for each calendar year thereafter. If an employee begins work after the fifth day of the month, sick leave is not earned for that month.
4. In all cases of illness, whether of short or long term, the employee is required to notify his or her superior of the reason for the absence at the earliest possible time but in no event less than his usual possible reporting time, or other time as required, or necessitated by the circumstances. An employee's failure to so notify his or her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause of disciplinary action.
5. An employee may use sick leave for periods of less than a full work day for any appropriate and approved reason or becoming ill while working.
6. When sick leave balances are exhausted, the Employer, at its discretion, may allow an employee to utilize vacation or other accrued leave for an employee's time off due to an illness or injury.
7. Employees transferring from one position to another within Cumberland County government will retain accumulated sick leave.

## ARTICLE 13: PERSONAL DAYS

### Personal Leave:

1. All employees covered in the contract shall be granted an annual allowance of four (4) days personal leave with pay. Newly hired employees shall be credited with the right to use such four (4) personal days at the rate of one (1) day for each three (3) months of service. Those leaving the employment of the Prosecutor who have then exceeded the use of personal days shall have the compensation for same deducted on a prorated basis from their last employment check; provided, however, that this shall not apply to retirees.
2. Personal leave 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. The employee must notify his supervisor at least forty-eight (48) hours in advance except in a case of bona fide emergency, whereby the supervisor may waive this requirement. Such personal day will be granted if there is no undue burden upon work requirements. The Employer will make every reasonable effort to grant employees the personal days off requested.
3. Priority in granting such request for personal leave:
  - (a) Emergencies
  - (b) Observation of religious or other days of celebration
  - (c) Employee personal business
4. Personal leave may be taken in conjunction with other types of paid leave.

#### **ARTICLE 14: BEREAVEMENT LEAVE**

1. All full-time employees shall be granted a leave of absence not exceeding three (3) working days from the date of death to the day of the funeral because of death of a member of their immediate family; and where the funeral services take place out of State, the leave of absence shall not exceed four (4) working days. Where the body of the deceased is transported into the State of New Jersey, the three (3) days shall be interpreted to mean working days; the three (3) days shall be computed from the time the body of the deceased arrives in New Jersey.
2. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, grandchildren, brother, sister, mother-in-law and father-in-law, step-mother, step-father, step-son, step-daughter and members of the family living in the same household with the employee. Proof of death may be required.
3. Employees may be permitted with prior approval by the Employer to utilize another type of benefit leave time (such as vacation, personal days or sick) in conjunction with bereavement leave.

## **ARTICLE 15: OTHER PAID LEAVE FROM WORK**

1. **Emergency Leave.** Whenever the Prosecutor for weather or other reasons, closes the office early or requires that no Employees report to work, those Employees covered by this Agreement will be paid their regular rate of pay and will not be required to use personal, sick or vacation time.
2. **Jury Duty.** Employees covered by this Agreement who are called for jury duty shall not suffer loss of pay for such necessary service. An Employee shall be required to turn over or reimburse the Cumberland County Prosecutor's Office for any per diem fee received for jury duty in such cases.

**ARTICLE 16: MILITARY LEAVE**

Employees covered by this Agreement who are part of a military service, including the New Jersey National Guard or United States Armed Forces Reserves, shall be entitled to such leave provisions as may be required by law.

## **ARTICLE 17: FAMILY LEAVE**

The Employer and the Union agree that the provisions of the Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (FLA), and the NJ Paid Family Leave Act shall be abided by during the term of this contract. Leave time taken under statutory entitlements cannot be stacked or taken consecutively but shall be counted concurrently as time available under the FMLA, FLA, and sick leave as allowed by law.

## ARTICLE 18: WORKER'S COMPENSATION BENEFITS

1. When an Employee is incapacitated because of a compensable occupational injury, including injury incurred while acting under the authority of N.J.S.A. 2A:158-18, (as determined by a physician designated by the County or the Employer's worker's compensation insurance carrier, representative or administrator), the Employee will be paid his/her full base salary for the initial thirty (30) days of job-related disability without loss of accumulated sick leave benefit time.
2. If the Employee remains incapacitated due to an occupational injury or disease beyond the initial thirty (30) day period the Employee will be entitled to worker's compensation benefits as set forth by N.J.S.A. 34:15-1 *et seq.*
3. 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 worker's compensation leave.



## ARTICLE 19: UNION RIGHTS AND ACCESS

1. **Union Stewards and Representatives.** The Union has the sole right and discretion to designate employees who are authorized to serve as the Union's representatives, including Stewards and Alternates and Local Executive Board members. The Union will specify the responsibilities and authority of its representatives to act on behalf of the Union. The Union will provide the Employer with a complete list of its Stewards, Alternates, and Union representatives. The Union shall designate as Stewards up to two employees within the bargaining unit. Notice of designation shall be provided to the Prosecutor and County in writing.
2. **Union Leave.** The Employer shall, upon written request from the Union, make reasonable accommodations to allow no more than two designated members of the Union to attend outside Union business such as conventions, meetings and other legitimate activities for not more than three (3) business day each per year. Such designated members shall be appointed by the Union. All expenses incurred during such events will be the responsibility of the Union, except for salaries which shall be paid during such activities.
3. **Union Communication and Information.**
  - a. Reasonable space will be provided by the Employer for Union materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Union use.
  - b. Union representatives whose names have been provided in advance to the Employer shall be admitted to the premises of the Employer on Union business. Requests for visits shall be given with reasonable advance notice to the Employer and shall not be unreasonably denied. Union representatives shall be permitted access to office areas designated by the Prosecutor with the limitation that confidentiality of office operations shall be preserved at all times.

## **ARTICLE 20: PERSONNEL RECORDS**

1. Upon reasonable advance written request to the Prosecutor or her designee, an Employee covered by this Agreement may arrange for the inspection of and, in fact inspect all of his/her non-confidential personnel records including copies of any non-confidential disciplinary documents which are placed in the personnel file. Copies of all records requested shall be provided to the Employee. Any reproduction costs shall be paid by the Employee.
2. No adverse document shall be placed in any employee's personnel file unless a copy is also provided simultaneously to the employee.

## ARTICLE 21: GRIEVANCE PROCEDURE

1. **Definition.** A grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement. No grievance shall be permitted relating to the dismissal, demotion, discipline, transfer or reduction in salary of an Employee.
2. The purpose of the Grievance Procedure is to secure prompt and equitable resolutions to problems regarding the administration of this Agreement or other terms and conditions of employment.
3. **General Procedures.**
  - a. Grievances may be filed by the Union on behalf of an individual employee or a group of employees, and shall be governed by the procedures set forth herein. The Union may submit a grievance within twenty (20) calendar days of the occurrence giving rise to the grievance. The burden of proof in the grievance procedure rests with the grievant or the Union.
  - b. The Union may not amend the grievance during any step of the procedure.
  - c. Meetings and/or hearings shall be scheduled by the Employer after consultation with the Union as to availability of mutually convenient dates and times within the time limits set forth herein.
  - d. The number of days indicated at each step of the grievance procedure shall be considered the maximum. The parties by written consent may alter the time limits.
  - e. The lack of response by the Employer within the prescribed time periods, unless time limits have been extended by mutual, written agreement, should be construed as a negative response.
  - f. At each step of the procedure, all grievance decisions shall be in writing. The Employer shall provide both the grievant and the Union with a copy of the grievance decision at each step of this procedure.
  - g. Any employee scheduled by the parties during his/her working hours to participate in grievance procedures shall suffer no loss in pay or benefits for appearances in grievance hearings. There shall be no claim for compensatory time in the event the grievance hearing extends beyond the employee's normal work day.
  - h. Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and without payment for travel time if during his/her normal

scheduled working hours. There shall be no claim of compensatory time in the event the grievance hearing extends beyond the witness's normal work day.

- i. The Employer, at any step of the grievance process, may consolidate two or more grievances on the same issue and process them as a group grievance.
- j. A Preliminary Informal Procedure shall be recognized. A Member may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. A verbal disposition of the grievance shall be given to the grievant within five business days. An employee has the option of having a Union Representative present for the discussion. However, the Union shall not be bound by any informal settlement between the employee and his/her supervisor. This informal step does not preclude or mitigate the employee or Union from utilizing the full formal grievance procedure described in this article.

#### 4. Formal Grievance Procedure.

- a. The grievant, through the Union, may present the grievance in writing to the Prosecutor within twenty (20) calendar days of the date the grievant knew or should have known of the occurrence giving rise to the grievance.
- b. If a grievance is filed by an employee, the Union shall be notified by the Prosecutor within five (5) business days.
- c. A "step one" meeting shall be scheduled between the Union Representative and the Prosecutor within twenty (20) business days of receipt of the grievance, at which witnesses may be presented, examined, and cross-examined. A written disposition of the grievance shall be given to the grievant and the Union within ten (10) business days of the meeting.

#### 5. Arbitration.

- a. A grievance which is not satisfactorily resolved at "step one" may be appealed to arbitration only by the Union through its designee within fifteen (15) calendar days from the date the Union received the Prosecutor's written disposition of the grievance. If no written decision is received within the allotted timeframe in this Article, then a grievance may be appealed within thirty (30) calendar days from the conclusion of the procedure. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.
- b. The parties herewith agree to utilize the panel of arbitrators maintained by the New Jersey Public Employment Relations Commission ("PERC") and shall follow the procedures set forth by PERC for grievance arbitration matters. The arbitrator shall be confined to the Agreement and shall not have the power to add to, subtract from, or modify the provisions of the Agreement.

- c. The decision of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The fees and expense of the arbitrator shall be divided equally between the Employer and the moving party. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the moving party.
- d. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his/her acceptance to act as arbitrator and shall issue his/her decision within thirty (30) calendar days after the close of the hearing.

## ARTICLE 22: SALARIES AND WAGES

1. There shall be a 0% increase to base salary effective and retroactive to January 1, 2014 through December 31, 2014.
2. There shall be salary increases during the calendar years 2015, 2016 and 2017 as set forth in Exhibit A attached hereto and made a party hereof. All increases shall be effective January 1<sup>st</sup> of each respective year.
3. Longevity, as provided for in Article 23 of the predecessor Agreement effective January 1, 2011 through December 31, 2013, shall be eliminated on December 31, 2016. Any longevity payments that would have been paid in 2017 but for the elimination of longevity shall be included in base pay as of January 1, 2017 and as set forth in Exhibit A.
4. The minimum salary of \$54,000.00 for rank and file prosecutors shall be maintained. New hires in 2015 shall receive a 1.45% increase to base salary effective January 1, 2016 and an additional 1.45% increase to base salary effective January 1, 2017.
5. To receive retroactive compensation, an employee must be currently employed by the Cumberland County Prosecutor's Office as of the date of contract execution by the Union.

**ARTICLE 23: LONGEVITY**

1. Employees with the requisite years of service shall be entitled to and paid longevity stipends on the anniversary date of their employment with the Employer. Longevity payments shall be paid on the anniversary date of employment during the calendar years 2014, 2015 and 2016, but said longevity payments shall be eliminated effective December 31, 2016. Any longevity that would have been paid in the calendar year 2017 under the predecessor Agreement shall be included in the base salary of the Employee(s) effective January 1, 2017 for the calendar year 2017. Longevity stipends shall be calculated as follows:

5-9 years of service	\$250.00 each year
10-14 years of service	\$500.00 each year
15-19 years of service	\$750.00 each year
20-24 years of service	\$1000.00 each year
25 years of service thereafter	\$1250.00 each year

2. Years of service shall mean the Employee's total length of time worked beginning with the original date of hire.

## ARTICLE 24: COUNTY HEALTH BENEFITS

1. All bargaining unit employees shall have the option of choosing between the following medical benefits plans offered by the County: (1) Horizon Blue Cross Blue Shield of New Jersey Direct Access Plan; (2) Horizon Blue Cross Blue Shield of New Jersey Point of Service Plan; (3) Horizon Advantage EPO Design I, Exhibit B attached hereto and made a part hereof; and, (4) Horizon EPO HSA Design II, Exhibit C attached hereto and made a part hereof.
  - a. The HDP/HSA plan shall be made available no earlier than January 1, 2016.
  - b. For any bargaining unit employees enrolling in the Horizon Blue Cross Blue Shield of New Jersey EPO HDP/HSA plan, there will be no health insurance premium contribution under the EPO HDP/HSA plan for the 2016 calendar year. Effective January 1, 2017 plan year, any bargaining unit employees enrolled in the Horizon Blue Cross Blue Shield of New Jersey EPO HDP/HAS plan will be required to pay their year 4 percentage of any premium increase for the plan.<sup>1</sup> For purposes of calculating increases in premium amounts, the 2016 premium for the Horizon Blue Cross Blue Shield of New Jersey EPO HDP/HSA will be the base.

The terms of the Direct Access and Point of Service Plans have been provided by the County to the Employee(s), which is acknowledged by the Employee(s).

2. Prescription plan co-pay shall be \$10.00 for generic prescriptions and \$25.00 for name brand prescriptions. The prescription plan co-pay for single source name brand drugs with no generic equivalent shall be \$50.00. 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.
3. The Employer shall have the right to substitute a different insurance carrier or plan to implement a self-insured health benefit plan that provides eligible employees and eligible family members with benefits that are equivalent to or better than the benefits provided under

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<sup>1</sup> For example, if health insurance premiums for the Horizon Blue Cross Blue Shield of New Jersey EPO HDP/HSA plan increase \$1,000.00 for the 2017 plan year, a Year 4, top tier salary employee would pay a 2017 premium contribution of \$350.00. Any employee in the plan would be required to make a contribution on only the premium increase in accordance with their Chapter 78, P.L. 2011 contribution percentage with the 2016 being the base for the life of this agreement.



the Direct Access or POS plan (whichever plan is being replaced) now in effect as modified above.

4. In the event that the Employer seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the Employer agrees to provide the Union with thirty (30) days notice before any such change is to take place, in order to permit the Union and the Employer to meet and discuss the proposed change and the effects of such change on bargaining unit employees.
5. Where an employee has dependent(s) covered under the County Health Benefits Plan, such dependant(s) subsequently become ineligible to participate in the County Health Benefits Plan due to death, divorce, or otherwise, the employee shall, within thirty (30) days of the event triggering the dependent's ineligibility, notify the County Human Resource Department of the change in coverage. If the employee fails to give said notification, the employee shall reimburse the County for expenditures made relating to the insurance coverage of 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 benefit level shall be 50/50 of covered benefit limits with an employee contribution of twenty percent (20%) of the cost of the premium.
7. The County optical plan coverage employee co-pay shall be ten dollars (\$10.00) per examination and ten dollars (\$10.00) per pair of eyeglasses with an employee contribution of twenty percent (20%) of the cost of the premium.
8. All employees enrolled or enrolling in health benefits plan(s) under this Agreement shall make contributions as required by New Jersey Statutes, Chapter 78, P.L. 2011. Should the contribution requirement under Chapter 78 expire, Employee(s) shall be required to make the same contributions under Chapter 78 until successor legislation is enacted or a successor collective bargaining agreement is executed.
9. The co-payment for emergency room visits shall be increased to \$100.00 for all medical plans. The co-payment shall be waived if the patient is admitted to the hospital.
10. All health benefits changes including the changes in this Agreement from the predecessor Agreement (see Paragraphs 1, 2 and 9 of this Article 24) shall be made effective as soon as practical after this Agreement is executed by all parties.

## **ARTICLE 25: LIFE INSURANCE**

1. The 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.
2. 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.
3. When an employee is injured on the job, life insurance benefits may be continued by the Employer in its discretion for a period not to exceed one year from the date of the injury provided said injury is recognized as eligible for worker's compensation.

## **ARTICLE 26: WORK CONTINUITY**

The Employees covered by this Agreement agree that, for the life of this Agreement, there will be no strike, slow down, sick out, or other concerted action, nor will there be any individual action, the purpose of which is to induce the Employee to engage in such prohibited activity.

#### **ARTICLE 27: SEVERABILITY**

If any provision of this Agreement is determined to be invalid by operation of law, or by a court or by any other legal tribunal of competent jurisdiction as to any or all Employees, such provision shall be inoperative. All other provisions of this Agreement not declared inoperative shall continue in full force and effect.

## **ARTICLE 28: FULLY NEGOTIATED AGREEMENT**

1. The within Agreement is the complete and final Agreement reached between the parties and it contains the resolution of all issues which were the subject of negotiation. During the term of this Agreement, neither party will be entitled to and/or required to negotiate with respect to any matter which could have been the subject of negotiation, whether or not covered by this Agreement, and/or whether or not within the knowledge of or contemplation of either or both parties at the time they negotiated or duly executed it.
2. This Agreement or any provision thereof may not be modified in whole or in part by the parties unless done so by them in a writing that has been duly reviewed and executed by both parties.

**ARTICLE 29: TERMS OF AGREEMENT**

This Agreement shall be effective immediately on the date of signing below, and retroactively to January 1, 2014, and shall continue in full force and effect through December 31, 2017. The parties shall commence negotiations on a successor Agreement pursuant to regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 15 day of September, 2015.

**For the County:**

Joseph Derella 9/15/15  
Joseph Derella Date  
Cumberland County Freeholder Director

Kenneth Mecouch 9-15-15  
Kenneth Mecouch, Date  
Cumberland County Administrator

**For the Prosecutor:**

Jennifer Webb-McRae  
Jennifer Webb-McRae, Date  
Cumberland County Prosecutor 9/15/15

**For the Union:**

Adam Liebtag 9/8/15  
Adam Liebtag, CWA, Local 1036 Date

Jason Chessman 9-8-15  
Jason Chessman, Assistant Prosecutor Date

Cathryn Wilson 9/4/15  
Cathryn Wilson, Assistant Prosecutor Date

Lesley Snock 9/8/15  
Lesley Snock, Assistant Prosecutor Date

Prosecutor's Attorneys CWA Union Proposal - 4 Year @ an annual average of 2.07%  
 Longevity Adjustment based on End of Contract Value And Rolled in on January 1, 2017

Assistant Prosecutor	Hire Date	Years @ 12/31/2013	Current 2013 Pay Longevity Base	2014 Base	Annual Increase	2015 Base	Annual Increase	2016 Base	Annual Increase	Eliminate Longevity	2017 Base	\$ TOTAL	AVG %			
Weber	David D.	11/19/2007	6.1	250	89,808	0	89,808	898	90,706	907	91,613	1,100	250	92,963	3,155	0.88%
Schultz	Walter A.	03/14/2005	8.8	500	78,646	0	78,646	788	79,432	826	80,258	1,241	500	81,999	3,353	1.06%
Bingham	Matthew M	11/10/2003	10.1	500	72,089	0	72,089	3,000	75,089	1,508	76,597	2,900	500	79,997	7,908	2.72%
Chessman	Jason	02/07/2006	8.9	500	66,092	0	66,092	3,250	69,342	2,537	71,879	2,390	500	74,769	8,677	3.26%
Hayes	Cathryn E.	04/03/2006	7.8	250	64,819	0	64,819	3,250	68,069	2,561	70,630	2,310	500	73,440	8,621	3.31%
Snock	Lesly	09/25/2006	7.3	250	64,109	0	64,109	3,250	67,359	2,347	69,706	2,554	500	72,760	8,651	3.36%
Teti	Rosina	03/19/2007	6.8	250	63,710	0	63,710	1,485	65,195	2,304	67,499	2,440	500	70,439	6,729	2.63%
Penhino	Danielle	07/30/2006	7.4	250	63,710	0	63,710	1,485	65,195	2,304	67,499	1,940	500	69,939	6,229	2.43%
Hernon	Dennis	08/20/2007	6.4	250	63,710	0	63,710	1,485	65,195	2,304	67,499	1,940	500	69,939	6,229	2.43%
Galamba	David M.	01/07/2008	6.0	250	61,547	0	61,547	2,185	63,732	1,775	65,507	2,435	250	68,192	6,645	2.69%
Rogers	Marianne V.	02/22/2010	3.9	250	59,412	0	59,412	1,373	60,785	1,416	62,201	2,200	250	65,651	6,239	2.61%
Sasu	SharAnn	09/06/2011	2.3	250	59,412	0	59,412	1,188	60,600	1,662	62,262	1,000	250	63,512	4,100	1.73%
Tomase	Elizabeth K.	10/11/2011	2.2	250	59,412	0	59,412	1,188	60,600	1,662	62,262	1,000	250	63,512	4,100	1.73%
Price	Meghan	10/11/2011	2.2	250	59,412	0	59,412	1,188	60,600	1,662	62,262	1,000	250	63,512	4,100	1.73%
Gayeski	Dana	10/01/2013	0.2	250	54,000	0	54,000	1,305	55,305	1,025	56,330	1,400	250	57,730	3,730	1.73%
Marshall	Kevin	09/15/2014	0	250	54,000	0	54,000	856	54,856	875	55,731	1,400	250	57,131	3,131	1.45%
<b>TOTAL</b>			<b>3,500</b>	<b>1,033,888</b>	<b>0</b>	<b>1,033,888</b>	<b>28,172</b>	<b>1,062,060</b>	<b>28,675</b>	<b>1,090,735</b>	<b>29,250</b>	<b>5,500</b>	<b>1,125,485</b>	<b>86,097</b>	<b>2.07%</b>	

Longevity will be eliminated on December 31, 2016 - There will be NO future payments for Longevity  
 Employees hired after July 31, 2015 receive a pay increase of 1.45% for 2016 and 2017

Total Cost 4,312,168  
 Total Increase 86,097  
 Total % Increase 2.07%

**EXHIBIT B**



**Advantage EPO DESIGN 1  
County of Cumberland**

*Effective January 2013*

<b>Benefit</b>	<b>In-Network Benefits Only (Includes Bluecard network)</b>
<b>Benefit Period</b>	Calendar year
<b>Deductible</b>	
Individual	None
Family	None
<b>Coinsurance</b>	100%
<b>Maximum Out of Pocket</b>	
Individual	\$2,500
Family	\$5,000
Maximum Out of Pocket is Calendar year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket.	
<b>Benefit Period Maximum</b>	Unlimited
<b>Lifetime Maximum</b>	Unlimited
<b>Primary Care Physician Selection</b>	Not Required
<b>Doctor's Office Visits</b>	
Primary Care Office Visit	100% after \$20 copay A primary care physician is a general or family practitioner, internist or pediatrician
Specialist Office Visit	100% after \$40 copay A referral is not required to visit a specialist.
Maternity Visits	100% after \$40 copay Copay applies to 1st visit only Dependent children are eligible for Maternity/Obstetrical Benefits.
Allergy Testing and Treatment	100% Note: A copay will only apply when an office visit is billed.
<b>Preventive Care</b>	
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%
Well Child Exams	100%
Well Child Immunizations and Lead Screening	100%
<b>Diagnostic Procedures</b>	
Laboratory	100% in office setting or Labcorp 100% in outpatient facility
Outpatient X-ray/Radiology Services	100% in office setting 100% in outpatient facility
CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.	
<i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</i>	
<b>Hospital Care</b>	
Inpatient Admission (including maternity)	100% after \$250 copay per admission
Room and Board	100%
Pre-admission Testing	100%
Surgery in Hospital	100%
Inpatient Physician Services	100%
Outpatient Dept. Services	100%
<b>Emergency Care</b>	
Emergency Room	100% after \$100 facility copay
Ambulance	100%
<b>Outpatient Surgery</b>	
Hospital Outpatient Surgery	100% after \$200 copay
Surgery in an Ambulatory SurgiCenter	100% after \$100 copay





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## Advantage EPO DESIGN 1 County of Cumberland

Effective January 2013

<b>Mental Health Services</b>	
Inpatient	100% after \$250 copay per admission
Outpatient department	100%
Office setting	100% after \$40 copay
<b>Substance Abuse Services</b>	
Inpatient	100% after \$250 copay per admission
Outpatient department	100%
Office setting	100% after \$40 copay
<b>Alcohol Abuse Services</b>	
Inpatient	100% after \$250 copay per admission
Outpatient department	100%
Office setting	100% after \$40 copay
	Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.
<b>Other Services</b>	
Acupuncture	Not covered
Bariatric Surgery	100%
Diabetic Education	100% after office copayment
Diabetic Supplies	100%
Durable Medical Equipment	100%
Orthotics and Prosthetics (Per NJ mandate)	100% after \$20 copay
Home Health Care	100%
Hospice Care	100%
	100% after copayment in office setting 100% in outpatient facility Limited to 4 egg retrievals per lifetime
Infertility (including in-vitro fertilization)	100%
Physical Rehabilitation Facility Inpatient Services	Limited to 60 days per benefit period
	100%
Private Duty Nursing	Limited to 30 visits per benefit period (8-hour shifts)
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after \$20 copay 30 visit maximum per therapy, per benefit period
Skilled Nursing Facility/Extended Care Center	100% Limited to 100 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after \$20 copay 25 visit maximum per benefit period
Vision - Routine Eye Exam	100% after \$40 copay
Vision Hardware	Not covered
<b>Prescription Drugs</b>	Covered under a freestanding prescription program
<b>Eligibility</b>	Dependent children, including full-time students, are covered until their 26th birthday. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
<b>Prior Authorization</b>	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at <a href="http://www.HorizonBlue.com">www.HorizonBlue.com</a> .

The Advantage EPO plans cover eligible expenses rendered by providers in Horizon's Managed Care network. When you utilize participating providers, you generally only pay your copayment and any applicable in-network coinsurance or deductible. No benefits are available out-of-network, except in emergency situations.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.



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# Advantage EPO DESIGN 1 County of Cumberland

Effective January 2013

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Three Penn Plaza East, Newark, New Jersey 07105

### Rate Structure

Tier 4	Non-carveout
Single	\$471.29
2 Adult	\$1,083.92
Family	\$1,706.98
Parent/Child	\$933.16

### Commissions

Rates include commissions of 3%.

I acknowledge receipt and approve the renewal, commission level, and attached rates as outlined. In addition, I authorize commissions to be paid to our Broker of Record.

### Group Official:

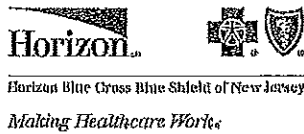
Signature:

Print:

Title:

Date:

**EXHIBIT C**



**Advantage EPO HSA DESIGN 11  
County of Cumberland**

Health Saving Account (HSA)	Employer Contribution
You may access your Health Savings Account for out of pocket expenses.	The employer and/or employee can contribute to the Health Savings Account up to the statutory maximum regardless of the individual's deductible.
Benefit	In-Network Benefits Only (Includes Bluecard network)
<b>Benefit Period</b>	Calendar year
<b>Deductible</b>	
Individual	\$2,500
Family	\$5,000
	True Family Aggregate - Entire family deductible must be met before any benefits are paid.
<b>Coinsurance</b>	100%
<b>Maximum Out of Pocket</b>	
Individual	\$5,000
Family	\$10,000
	Maximum Out of Pocket is Calendar year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket.
<b>Benefit Period Maximum</b>	Unlimited
<b>Lifetime Maximum</b>	Unlimited
<b>Primary Care Physician Selection</b>	Not Required
<b>Doctor's Office Visits</b>	
Primary Care Office Visit	100% after deductible and \$20 copay A primary care physician is a general or family practitioner, internist or pediatrician
Specialist Office Visit	100% after deductible and \$40 copay A referral is not required to visit a specialist.
Maternity Visits	100% after deductible and \$40 copay Copay applies to 1st visit only Dependent children are eligible for Maternity/Obstetrical Benefits.
Allergy Testing and Treatment	100% after deductible Note: A copay will only apply when an office visit is billed.
<b>Preventive Care</b>	
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%
Well Child Exams	100%
Well Child Immunizations and Lead Screening	100%
<b>Diagnostic Procedures</b>	
Laboratory	100% after deductible in office setting or Labcorp 100% after deductible in outpatient facility
Outpatient X-ray/Radiology Services	100% after deductible in office setting 100% after deductible in outpatient facility
CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.	
<i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</i>	
<b>Hospital Care</b>	
Inpatient Admission (including maternity)	100% after deductible and \$250 copay per admission
Room and Board	100% after deductible
Pre-admission Testing	100% after deductible
Surgery in Hospital	100% after deductible
Inpatient Physician Services	100% after deductible
Outpatient Department Services	100% after deductible



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## Advantage EPO HSA DESIGN 11 County of Cumberland

<b>Emergency Care</b>	
Emergency Room	100% after deductible and \$100 facility copay
Ambulance	100% after deductible
<b>Outpatient Surgery</b>	
Hospital Outpatient Surgery	100% after deductible and \$200 copay
Surgery in an Ambulatory SurgiCenter	100% after deductible and \$100 copay
<b>Mental Health Services</b>	
Inpatient	100% after deductible and \$250 copay per day (up to 5 days)
Outpatient department	100% after deductible
Office setting	100% after deductible and \$40 copay
<b>Substance Abuse Services</b>	
Inpatient	100% after deductible and \$250 copay per day (up to 5 days)
Outpatient department	100% after deductible
Office setting	100% after deductible and \$40 copay
<b>Alcohol Abuse Services</b>	
Inpatient	100% after deductible and \$250 copay per day (up to 5 days)
Outpatient department	100% after deductible
Office setting	100% after deductible and \$40 copay
	Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.
<b>Other Services</b>	
Acupuncture	Not covered
Bariatric Surgery	100% after deductible
Diabetic Education	100% after deductible and office copayment (if applicable)
Diabetic Supplies	100% after deductible
Durable Medical Equipment	100% after deductible
Orthotics and Prosthetics (Per NJ mandate)	100% after deductible and \$20 copay
Home Health Care	100% after deductible
Hospice Care	100% after deductible
	100% after deductible and copayment (if applicable) in office setting 100% after deductible in outpatient facility Limited to 4 egg retrievals per lifetime
Infertility (including in-vitro fertilization)	
Physical Rehabilitation Facility Inpatient Services	100% after deductible Limited to 60 days per benefit period
Private Duty Nursing	100% after deductible Limited to 30 visits per benefit period (8-hour shifts)
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after deductible and \$20 copay 30 visit maximum per therapy, per benefit period
Skilled Nursing Facility/Extended Care Center	100% after deductible Limited to 100 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after deductible and \$20 copay 25 visit maximum per benefit period
Vision - Routine Eye Exam	Not covered
Vision Hardware	Not covered
Prescription Drugs (CDHRx)	80% after deductible
Eligibility	Dependent children, including full-time students, are covered until the end of the month in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at <a href="http://www.HorizonBlue.com">www.HorizonBlue.com</a> .
24/7 Nurse Line	24/7 Nurse Line is a health information service that includes a toll free 24 hour health information line staffed by registered nurses. 24/7 Nurse Line nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit.



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

# Advantage EPO HSA DESIGN 11 County of Cumberland

The Advantage EPO plans cover eligible expenses rendered by providers in Horizon's Managed Care network. When you utilize participating providers, you generally only pay your copayment and any applicable in-network coinsurance or deductible. No benefits are available out-of-network, except in emergency situations.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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Three Penn Plaza East, Newark, New Jersey 07105

### Rate Structure

Tier 4	Non-carveout
Single	\$428.18
2 Adult	\$984.78
Family	\$1,550.85
Parent/Child	\$847.81

### Commissions

The above rates include a 2.00 % broker commission which includes adjustment for ACA taxes, assessments and fees. This may differ slightly from the standard commission due to the required ACA taxes, assessments and fees which are not included in the commission calculation.

Please note that deviations from the above broker commission schedule may require further direction from the group and approval in accordance with Horizon BCBSNJ policy. I acknowledge receipt and approve the renewal, commission level, and attached rates as outlined. I further acknowledge that Horizon BCBSNJ administers broker commission on my behalf and that I specifically direct and authorize Horizon BCBSNJ to make commissions payments and that commissions are paid by our own funds and that such amounts are to be included in the premium rates. Where your endorsement is not had within 45 days of the effective/renewal date, Horizon BCBSNJ shall cease all administration of broker commission payments on your behalf and premium rates shall be reduced accordingly. In addition, I authorize commissions to be paid to our Broker of Record and understand that I am solely responsible for contracting with the Broker Record and that Horizon BCBSNJ is not a party to such relationship for this purpose.

I represent that by signing this document that I have the legal authority to accept these terms.

Group Official:

Signature: Ken Mecca

Print: Ken Mecca

Title: County Administrator

Date: 05/12/2015