

# AGREEMENT

Between

THE CUMBERLAND COUNTY  
PROSECUTOR

And

UNITED PUBLIC SERVICE  
EMPLOYEES UNION

JANUARY 1, 2010 - DECEMBER 31, 2013

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## PREAMBLE

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

## ARTICLE ONE

### RECOGNITION

The Employer recognizes the Union as the designated representative for the purpose of collective negotiations according to law for all full-time Secretarial employees, Clerical employees, Paralegal employees, and Victim Witness Advocates employed by the Cumberland County Prosecutor, as per Appendix "A" attached. Also, all new titles, which are appropriate to this designated representation, will be included under the contract. Excluded are all other employees including managerial and/or supervisory employees and confidential employees.

## ARTICLE TWO

### MANAGEMENT RIGHTS

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

### ARTICLE THREE

#### MAINTENANCE OF STANDARDS

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



## ARTICLE FOUR

### EXISTING LAW

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

## ARTICLE FIVE

### FULLY BARGAINED PROVISIONS

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

## ARTICLE SIX

### HEALTH AND SAFETY

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

## ARTICLE SEVEN

### BULLETIN BOARDS

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

## ARTICLE EIGHT

### NON-DISCRIMINATION

The Employer and the Union agree that there should be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership, or union activities.

## ARTICLE NINE

### NO STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union or any person acting in its behalf will cause, authorize, or support any strike (e.g. the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work, or absence in whole or in part, from the full, faithful, and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the Prosecutor. The Union agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject however to the application of the grievance procedure.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Cumberland County Prosecutor's office.

## ARTICLE TEN

### UNION VISITATION

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

## ARTICLE ELEVEN

### HOURS OF WORK

The current number of working hours consisting of a full-time work week is thirty-five (35) hours. The regular workday shall be from 8:30 A.M. to 4:30 P.M., inclusive of a one (1) hour unpaid lunch. Additionally, all provisions of the Cumberland County Prosecutor's Manual, Section 10.3, shall be incorporated herein.



## ARTICLE TWELVE

### OVERTIME

A. Employees may be required to work in excess of the hours designated as a normal work week for their class title. Any employee who is authorized or required to work in excess of thirty-five (35) hours per week shall be compensated at the rate of one and one half (1 ½) times the employee's regular hourly rate.

B. The Employer will provide cash or compensatory time at the Employer's discretion in compliance with the Fair Labor Standards Act.

C. Call-In:

Except regular on call duty, any Victim Advocate who is required to perform work during a period other than normal working hours shall be paid a minimum of four (4) hours straight pay.

D. On-Call Pay:

One (1) Victim Advocate will be on-call each day from 4:30 P.M. to 8:30 A.M. Monday through Friday and from 4:30 P.M. Friday through 8:30 A.M. Monday. The on-call Victim Advocate shall be assigned on a weekly basis. The on-call Victim Advocate shall be compensated at the rate of \$1.25 per on-call hour.

E. Distribution of Overtime/On-Call:

Overtime or On-Call work shall be divided equitably among all full-time employees within the job title in which the overtime or on-call exists. The Employer agrees to keep a rotation list of overtime and on-call worked by full-time employees. (Refusal to work overtime or on-call should be charged as overtime or on-call work on the

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

F. The following additional provisions shall apply only to Victim Advocates per the March 3, 2011 Consent Award between the parties:

1. The employer will continue to post an on-call roster listing the weeks that each Victim Advocate is assigned to work on-call. A "week" for on-call purposes commences at 4:30 PM on Friday.
2. Each victim Advocate must work a minimum of three (3) on call weeks per year.
3. When constructing the on call roster, the weeks containing the holidays of Christmas, Thanksgiving, July 4th and Easter shall not be included in the original forty-eight (48) week rotation. Instead, these four (4) holiday weeks shall be assigned in inverse seniority order. That is, the least senior person in the title Victim Advocate shall be assigned to work on-call for Christmas week; the second most junior Victim Advocate will be assigned to work Thanksgiving. The third least senior Victim Advocate will be assigned the July 4th week, and the next least senior Victim Advocate will be assigned to on-call work for the week containing the Easter holiday. This rotation of holidays shall continue in successive years.
4. No Victim Advocate may work more than two (2) consecutive weeks of on-call duty, unless expressly directed by the employer.

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

ARTICLE THIRTEEN

JOB OPPORTUNITIES

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

## ARTICLE FOURTEEN

### SHIFT AND SCHEDULE NOTIFICATION

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

## ARTICLE FIFTEEN

### WORKING OUT OF CLASSIFICATION

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

## ARTICLE SIXTEEN

### PERSONNEL FILES

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

## ARTICLE SEVENTEEN

### HOLIDAYS

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

In addition to the aforementioned holidays, the Prosecutor will grant a holiday when the Governor, as Chief Executive of the State of New Jersey, declares a holiday for State employees, provided that adequate prior notice of such intent is received by the Prosecutor to allow for an orderly arrangement of the Prosecutor's Office affairs of business, or when the Board of Chosen Freeholders of the County of Cumberland declares a holiday for all County Employees. Holidays which fall within an employee's vacation period shall be celebrated as soon as possible following the vacation. Holidays which fall on a Saturday shall be celebrated on the preceding Friday; and holidays which fall on Sunday shall be celebrated on the following Monday. Employees who work on a Prosecutor's Office holiday shall be paid double time and one half (2 ½ x) the regular salary rate for holiday hours worked with no additional day off. No compensatory time will be allowed. In order to receive holiday pay, the employees must have worked the



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

ARTICLE EIGHTEEN

VACATIONS

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

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

Vacation time will be accrued as follows:

After the completion of:	1 - 5 years -	12 days
	5 - 12 years -	15 days
	12 - 20 years -	20 days
	20+ years -	25 days

Employees may take vacation in periods of one-half (1/2) day increments with the approval of the Prosecutor. Employees shall sign up for vacation for the calendar year by the end of January. If there is a conflict in a particular work area, the senior employee shall have preference. After the end of the sign up, vacation shall be granted on a first-come basis provided work requirements shall be met.

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

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

## ARTICLE NINETEEN

### SICK LEAVE

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

F. Employees transferring from one position to another within Cumberland County government will retain accumulated leave.

## ARTICLE TWENTY

### DISABILITY LEAVE: OCCUPATIONAL INJURY

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

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

## ARTICLE TWENTY-ONE

### LEAVE OF ABSENCE

#### A. General leave:

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

#### B. Personal leave:

1. All employees covered in the contract shall be granted an annual allowance of three (3) days personal leave with pay. Newly hired employees shall be credited with the right to use such three (3) personal days at the rate of one (1) day for each four (4) months of service. Those leaving the employment of the Prosecutor who shall have 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 credits remaining unused by an employee at the end of the calendar year or upon separation shall be canceled. The employee must notify his or her supervisor at least forty-eight (48) hours in advance except in extreme emergency, whereby the supervisor may waive this requirement. Such personal days will be granted if there is no undue burden upon work requirements. The County will make every reasonable effort to grant employees the personal days off requested.

3. Priority in granting such request for personal leave:

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

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

C. Military service:

- 1. An employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States who is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his commanding officer prior to the effective date of such leave. Such a leave of absence shall not exceed two (2) weeks.
- 2. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active-duty with the Armed Forces of the United States, or with any organization authorized to serve therein with the Armed Forces of the United States at the time of war or emergency pursuant to or in connection with the operation of any system of Selected Service. Employees having only temporary status who went on active duty with the Armed Forces of United States shall be regarded as having resigned.

D. Jury duty/Misc. Leave

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

- 1. Performing jury duty;



2. Commanded to appear as a witness and not a party before a Court, Legislative Committee, Judicial or Quasi-Judicial Body, other than in connection with the performance of his or her duty as employee;
3. Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.

Employees returning from authorized leaves of absence are set forth herein will be restored to their original classification at the then appropriate rate of pay with no loss of seniority, or other rights, privileges, or benefits of employees.

- E. The Employer and the Union agree that the provisions of the Family and Medical Leave Act (FMLA) and the Family Leave Act (FLA) 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 both the FMLA and FLA.

ARTICLE TWENTY-TWO  
FUNERAL/BEREAVEMENT LEAVE

All full-time employees shall be granted a leave of absence not exceeding three (3) working days from the date of death to the day of the funeral because of death of a member of their immediate family; and where the funeral service takes place out of state, the leave of absence shall not exceed four (4) working days. Where the body of the deceased is transported into the State of New Jersey, the three (3) days shall be interpreted to mean working days; the three (3) days shall be computed from the time the body of the deceased arrives in New Jersey. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, grandchild, brother, sister, mother-in-law and father-in-law, step-mother, step-father, step-son, step-daughter, and members of the family living in the same household with the employee. Proof of death may be required.

## ARTICLE TWENTY-THREE

### EMERGENCY DAYS

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

## ARTICLE TWENTY-FOUR<sup>1</sup>

### HEALTH INSURANCE BENEFITS

The County shall provide health insurance coverage to employees in accordance with group health plan coverage's in the following categories: medical/hospitalization, prescription, drugs, dental, and optical. All health plan coverage and costs are subject to statutory and regulatory provisions and may be subject to modification as may be required by law, for which changes the County may not be held responsible.

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 (D/A) Plan and (2) Horizon Blue Cross Blue Shield of New Jersey Point of Service (POS) Plan.

Employees shall contribute toward their medical benefits in accordance with the requirements of Chapter 78, P.L. 2011 (Chapter 78) and/or any other statutory or regulatory requirements.

Illustrative of the plan benefits are the following:

1. For the D/A Plan, the in-network co-insurance maximum shall be 80%, and the out-of-network co-insurance maximum shall be 60%. In-network co-insurance maximum for the POS (managed care) plans shall be 100%, and the out-of-network co-insurance maximum shall be 60%.
2. For the D/A Plan, the in-network co-insurance maximum shall be limited to \$400.00 per individual and \$800.00 per family, and the out-of-network co-

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<sup>1</sup> Note: All contributions made prior to the County's implementation of Chapter 78 (01/01/2012) shall have been made in accordance with then existing policy. Should contributions under Chapter 78 expire, employees will be required to make the same percentage contribution last required under Chapter 78 until successor legislation is enacted or a successor contract is negotiated.

insurance maximum shall be limited to \$800.00 per individual and \$1,200.00 per family. For the POS Plan (managed care), the in-network co-insurance maximum shall be limited to \$1,000.00 per individual and \$2,000.00 per family, and the out-of-network co-insurance maximum shall be limited to \$2,000.00 per individual and \$4,000.00 per family.

3. For the D/A Plan, the in-network physician co-pay (office visit) shall be \$20.00, and the specialist physician co-pay shall be \$20.00. The in-network physician co-pay (office visit) for the POS Plan (managed care) shall be \$10.00, and the specialist physician co-pay shall be \$15.00.
4. For the D/A Plan, the emergency room visit co-pay shall be \$50.00. For the POS Plan (managed care), the emergency room facility co-pay shall be \$35.00.
5. Prescription plan benefits shall be available to employees and to qualified dependents for prescription fills as ordered by qualified medical providers. Prescription fills shall be available at the retail pharmacies for fills under industry standards and plan restrictions. The plan requires an employee co-pay of \$10.00 for generic drug prescriptions and a \$25.00 co-pay for name brand prescriptions. The prescription plan co-pay for single-source name brand drugs with no generic equivalent is \$25.00. The stated co-pay shall cover up to a thirty (30) day retail supply of the prescription. Where the mail order prescription plan is available and utilized, the stated co-pay shall cover up to a ninety (90) day supply of the prescription. Employees shall contribute toward their prescription benefits in accordance with the requirement of Chapter 78.

6. The County dental plan level shall be 50/50 of covered benefit limits. Employees shall contribute toward their dental benefits in accordance with the requirement of Chapter 78.
7. The County shall continue optical coverage equivalent to or better than the current Plan, with employee contributions governed by Chapter 78.
8. The County shall have the right to substitute insurance carriers 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 D/A Plan or POS Plan (whichever is being replaced) now in effect as modified above.
9. 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 to provide the Union with at a minimum of 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, upon request.
10. 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 age, death, divorce, (or) 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 may be required to 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.

## ARTICLE TWENTY-FIVE

### RETIREMENT

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

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



H. Employees who retire from Public Employees Retirement System shall be entitled to receive a lump sum payment for unused accumulate sick leave earned during continuous service since the most recent date of hire. The payment shall be computed at the rate of one-half (1/2) of eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of the employee's employment prior to the effective date of retirement, provided, however that no such supplemental compensation payment shall exceed \$9,000.00.

## ARTICLE TWENTY-SIX

### LIFE INSURANCE

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

## ARTICLE TWENTY-SEVEN

### SENIORITY

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

## ARTICLE TWENTY-EIGHT

### GRIEVANCE PROCEDURE

#### A. Definitions:

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

Employee - any member of this bargaining unit.

Employer - the Cumberland County Prosecutor.

#### B. Purpose:

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

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

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

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

C. Employee Grievances:

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

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

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

set forth the arbitrator's finding of fact, reasons and conclusions on the issue or issues submitted.

c. The cost for any services incurred for the arbitration procedure shall be borne equally by the Employer and the UPSEU. All other expenses incidental to and arising out of arbitration shall be paid by the party incurring same.

d. The arbitrator's decision will be final and binding on both parties.

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

#### D. Employer Grievances:

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

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

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

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

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

## ARTICLE TWENTY-NINE

### STEWARDS

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

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

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



## ARTICLE THIRTY

### MISCELLANEOUS

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

## ARTICLE THIRTY-ONE

### TUITION REIMBURSEMENT

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

#### Employee Eligibility:

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

#### PROCEDURE:

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

#### AVAILABILITY OF FUNDING:

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

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

ARTICLE THIRTY-TWO

EDUCATIONAL INCENTIVE

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

Master's Degree - \$500.00

Doctorate Degree - \$750.00

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

ARTICLE THIRTY-THREE

LONGEVITY

A. Eligible employees within the Bargaining Unit shall receive Longevity

Compensation as follows:

5 – 9 years - \$200.00 each year

10- 14 years - \$300.00 each year

15 -19 years - \$400.00 each year

20 -24 years - \$500.00 each year

25 years+ - \$600.00 each year

B. Employees that have been continuously employed with the County of Cumberland will carry over any accrued time.

C. The foregoing Longevity Pay shall be paid to each eligible employee within the Bargaining Unit in a lump sum in the anniversary month of the employee's date of hire.

D. Years of service shall mean the employee's total length of continuous service beginning with his or her original date of hire, provided that such service was not interrupted except by authorized leave of absence and except as modified by Civil Service.

## ARTICLE THIRTY-FOUR

### SALARY AND WAGES

The rates of pay for all employees covered by this Agreement for calendar years 2010, 2011, 2012 and 2013 shall be set forth in the compensation schedule attached as Appendix A. Employees will move up one step on the guide for every year of service with the Prosecutor's Office or until they reach the maximum step for their job title.

Step movement for employees hired prior to January 1, 2006 will occur on January 1 each year of the contract. Step movement for employees hired on or after January 1, 2006, will occur on the employee's anniversary date for each year of the contract. During the term of this Agreement, the compensation schedule will not be changed unless by mutual consent of the Employer and Union.

Employer shall provide a \$650.00 per person "signing bonus" to the Employees in calendar year 2010, the amount of which shall not be added to base compensation.

For the second contract year - i.e. January 1, 2011 through December 31, 2011 an increase of one-half (.5%) percent will be added to each lower step of the salary guides for Clerk, Clerk Typist, Sr. Clerk Typist, Principal Clerk Typist, Senior Clerk Stenographer, Legal Secretary, Paralegal, and Victim Advocate (the "Designated Salary Guides").

In addition, for the second contract year, two (2%) percent shall be added to the top step of each of the Designated Salary Guides.

For their third contract year, i.e. January 1, 2012 through December 31, 2012, an increase of one-half (.5%) percent will be added to each lower step of the Designated Salary Guides.

In addition, for the third contract year, two (2%) percent shall be added to the top step of each of the Designated Salary Guides.

For the fourth contract year, i.e. January 1, 2013 through December 31, 2013 an increase of one (1%) percent will be added to each lower step of the Designated Salary Guides.

In addition, for the fourth contract year, two (2%) shall be added to the top step of each of the Designated Salary Guides.

## ARTICLE THIRTY-FIVE

### PROMOTIONS


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

ARTICLE THIRTY-SIX

DURATION

This Agreement shall be effective January 1, 2010 through December 31, 2013. This Agreement shall automatically renew upon its expiration unless either party gives at least sixty (60) notice to terminate or modify this Agreement, and it shall remain in full force and effect during all periods of negotiation until formal agreement upon a successor Agreement.

IN WITNESS WHEREOF, the Cumberland County Prosecutor's Office, the County of Cumberland, by and through its Board of Chosen Freeholders and the UPSEU, on this 18<sup>TH</sup> day of NOVEMBER, 2014 have caused this Agreement to be signed by their duly authorized representatives.

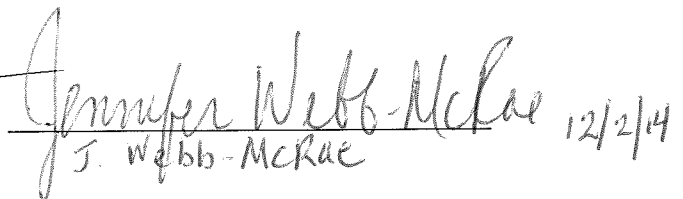
  
FOR UPSEU - KEVIN E. BROWN  
PRESIDENT

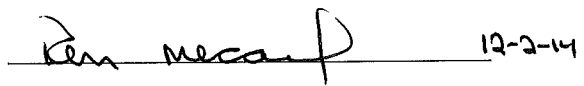




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J. Webb-McRae 12/2/14

  
Ken McCall 12-2-14

  
Craig E. Atkinson 12/9/14

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	Step Inc	Max Inc
2010	0.00%	0.00%
2011	0.5000%	2.00%
2012	0.5000%	2.00%
2013	1.0000%	2.00%

#4

Clerk					
Step	2009	2010	2011	2012	2013
1	21629	21629	21,737	21,846	22,064
2	22402	22402	22,514	22,627	22,853
3	23173	23173	23,289	23,405	23,639
4	23946	23946	24,066	24,186	24,428
5	24719	24719	24,843	24,967	25,216
6	25492	25492	25,619	25,748	26,005
7	26263	26263	26,394	26,526	26,792
8	28090	28090	28,652	29,225	29,809

Keyboarding Clk1					
Step	2009	2010	2011	2012	2013
1	26331	26331	26,463	26,595	26,851
2	27271	27271	27,407	27,544	27,820
3	28212	28212	28,353	28,495	28,780
4	29152	29152	29,298	29,444	29,739
5	30092	30092	30,242	30,394	30,698
6	31033	31033	31,188	31,344	31,658
7	31973	31973	32,133	32,294	32,616
8	34196	34196	34,880	35,578	36,289

Keyboarding Clk2					
Step	2009	2010	2011	2012	2013
1	29270	29270	29,416	29,563	29,859
2	30210	30210	30,361	30,513	30,818
3	31151	31151	31,307	31,463	31,778
4	32091	32091	32,251	32,413	32,737
5	33032	33032	33,197	33,363	33,697
6	33972	33972	34,142	34,313	34,656
7	34912	34912	35,087	35,262	35,615
8	37249	37249	37,994	38,754	39,529

Keyboarding Clk3					
Step	2009	2010	2011	2012	2013
1	32208	32208	32,359	32,531	32,856
2	33149	33149	33,315	33,481	33,816
3	34089	34089	34,259	34,431	34,775
4	35029	35029	35,204	35,380	35,734
5	35970	35970	36,150	36,331	36,694
6	36910	36910	37,095	37,280	37,653
7	37851	37851	38,040	38,230	38,613
8a	40303	40303	40,505	40,707	41,521
8b	41414	41414	42,242	43,087	43,949

	Step Inc	Max Inc
2010	0.00%	0.00%
2011	0.5000%	2.00%
2012	0.5000%	2.00%
2013	1.0000%	2.00%

#4

Vic Advocate					
Step	2009	2010	2011	2012	2013
1	38232	38232	38,423	38,615	39,001
2	39253	39253	39,449	39,647	40,043
3	40273	40273	40,474	40,677	41,084
4	41294	41294	41,500	41,708	42,125
5	42315	42315	42,527	42,739	43,167
6	43335	43335	43,552	43,769	44,207
7	44355	44355	44,577	44,800	45,248
8	46811	46811	47,747	48,702	49,676

Legal Sec					
Step	2009	2010	2011	2012	2013
1	32823	32823	32,987	33,152	33,484
2	33995	33995	34,165	34,336	34,679
3	35168	35168	35,344	35,521	35,876
4	36340	36340	36,522	36,704	37,071
5	37512	37512	37,700	37,888	38,267
6	38684	38684	38,877	39,072	39,463
7	39857	39857	40,056	40,257	40,659
8	43489	43489	44,359	45,246	46,351

Sr. Clk Steno					
Step	2009	2010	2011	2012	2013
1	33032	33032	33,197	33,363	33,697
2	34106	34106	34,277	34,448	34,792
3	35181	35181	35,357	35,534	35,889
4	36255	36255	36,436	36,618	36,985
5	37330	37330	37,517	37,704	38,081
6	38404	38404	38,596	38,789	39,177
7	39479	39479	39,676	39,875	40,274
8	42134	42134	42,977	43,836	44,713

Paralegal					
Step	2009	2010	2011	2012	2013
1	38204	38204	38,395	38,587	38,973
2	38815	38815	39,009	39,204	39,596
3	39425	39425	39,622	39,820	40,218
4	40037	40037	40,237	40,438	40,843
5	40648	40648	40,851	41,055	41,466
6	41260	41260	41,466	41,674	42,090
7	41871	41871	42,080	42,291	42,714
8	44136	44136	45,019	45,919	46,837