

AGREEMENT

BETWEEN

CUMBERLAND COUNTY

AND

COMMUNICATIONS WORKERS OF AMERICA

SUPERVISORY UNIT

January 1, 2012 through December 31, 2016

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**Preamble**

THIS Agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Cumberland County Board of Chosen Freeholders (hereinafter referred to as the “County” or “Employer”) and the Communications Workers of America (hereinafter referred to as the “Union”), representing all Supervisory employees of the County (inclusive of the employees of the Cumberland County Board of Health) who are not managerial executives, confidential employees, or police employees, all as defined under the N.J.E.E.R.A., and do not have a Wilton conflict determined by PERC.

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

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

WHEREAS, this Preamble shall not constitute a term of the contract which follows;

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 covenants which shall govern the activities of the parties and all affected Employees:

## **Article 1 – Recognition**

1. The County hereby recognizes the Cumberland County Supervisors Unit represented by CWA (hereinafter referred to as the “Union”) as the sole and exclusive negotiations representative of all regularly employed supervisory County employees (inclusive of employees of the Cumberland County Board of Health) as contained in the PERC certification RO-2012-010 dated September 4, 2012 (attached hereto as Exhibit C) or as may be amended by the parties, and including employees in newly created supervisory titles which may be established by the County. Excluded are nonsupervisory employees, managerial executives, confidential, and casual or seasonal employees.
2. Whenever the pronoun “he” is used in this Agreement, the term shall generally be deemed gender-free and shall apply to males and to females and understood to include the plural as well as the singular.
3. Should the County establish a new title which may be appropriate for inclusion of such title within this supervisory unit the County shall inform the Union, and the parties agree to meet and discuss any concerns regarding bargaining unit assignment. However, agreement to meet and discuss shall not be construed as mitigating either party’s rights under the law. Should the title be designated within the supervisory unit and the employee placed within the unit, the parties agree to fulfill their legal obligations under the EERA.

## Article 2 – Management Rights

1. It is recognized that the management of the County, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the County.
  
2. Accordingly, the County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
  - a. The executive management and administrative control of the county government and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
  - b. The determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees;
  - c. The reprimand, suspension, demotion or discharge of employees or other disciplinary action;
  - d. The transfer, assignment, reassignment, layoff and/or recall of employees to work;
  - e. The determination of the number of employees and of the duties to be performed and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
  - f. The maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
  - g. The determination of staffing patterns and areas worked, the control and regulation of the use of facilities, supplies, equipment, materials and other property to the employer;

- h. The determination of the number, location and operation of divisions, department, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
  - i. The determination of the amount of overtime to be worked;
  - j. The determination of the methods, means and personnel by which its operations are to be conducted;
  - k. The determination of the content of work assignments;
  - l. The exercise of complete control and discretion over its organization and the technology of the performance of its work; and
  - m. The making, maintenance and amendments of such operating rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the County.
3. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.
4. It is understood and agreed that the County, at its sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the County, except as modified by this Agreement.

### **Article 3 – Fully Negotiated Agreement**

1. The within Agreement is the complete and final understanding reached between the parties concerning terms and conditions of employment of negotiations unit employees. During the term of this Agreement, except as mutually agreed in writing, 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.
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.
3. With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement, any benefit or privilege provided by law, rule, regulations or practice for employees, or governed by policy and procedure of the County, absent mutual written agreement of the parties.

**Article 4 – Work Continuity**

1. The Union covenants and agrees that there will be no strike, slow down, sick out, or engagement in any other concerted action violative of law, nor will it authorize any individual actions of the same.



### Article 5 – Non-Discrimination

1. The County agrees that there shall be no discrimination or favoritism for reason of any status protected under state or federal law.
2. The County shall establish and maintain an internal procedure for employee filing, investigation of, and resolution of discrimination complaints. Notice of this internal procedure shall be distributed to all employees. The Union agrees to hold in abeyance the proceedings of a grievance alleging a violation of Article 5 until the County issues a determination, or 60 days, whichever is sooner.
3. A grievance under Article 5 of this Agreement shall not proceed beyond the County Administrator's and/or his designee's decision in the grievance procedure. Use of the grievance procedure shall not preclude an employee from filing a complaint of discrimination in any state or federal forum or in a court of competent jurisdiction.

## Article 6 – Union Dues

1. **Dues Deductions.** The County agrees to administer payroll deductions of Union dues as authorized by statute. The receiving organization shall certify the amount of such deductions. The County shall remit the dues 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 the employee name, and the 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 authorized to CWA shall be sent to: CWA Local 1036, Membership Dues Department, 1 Lower Ferry Road, West Trenton, NJ 08628.
  
2. **Withdrawal of Dues Check Off.** In the event any employee withdraws his or her authorization for dues deduction by notice to the County, 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, except as waived by the receiving representative.
  
3. **Deduction of Representation Fee.** For all employees in the negotiations unit who do not pay dues to CWA in accordance with Section 1 above, the County shall instead deduct a representation fee per statutory requirement 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., which fee is to be remitted to the CWA 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 Appeal Board. The CWA shall establish a demand-and-return system.
  
4. **No Other Employer Obligation.** It is agreed that the County 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 CWA, the disposition of such funds shall be the sole and exclusive responsibility of the CWA. The CWA shall hold the County harmless for any damages, reasonable fees and costs in connection with any claim in any legal proceeding by an employee(s) challenging the demand and return of a representation fee.

5. **Hold Harmless.** The Union hereby indemnifies, saves, and holds the Employer 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 under this Article. The Union shall be responsible to reimburse the Employer for all reasonable attorney(s) fees and costs incurred of any kind and nature whatsoever, in any legal matters or actions or omissions arising out of this Article.

### Article 7 – Health and Safety

1. The County shall strive to provide a healthy and safe working environment to all employees and shall conform to all applicable federal and state laws.
2. The parties agree to establish a Health and Safety Committee comprised of not more than two (2) representatives designated by the CWA and such representatives as deemed appropriate by the County, respectively, which shall meet quarterly or more often as requested by either party. Designated union representatives shall be authorized to contact and engage management as needed to report and address health and safety issues in the workplace. Concerns raised to management shall be addressed in a timely fashion, as quickly as possible given the situation. Should the Employer desire to combine the CWA Supervisors Health and Safety Committee with other existing Labor-Management Committees, the Union agrees to discuss this matter to reach amicable agreement.
3. Employees shall be informed of abnormally dangerous hazards, exposure to chemicals or other materials, with which they may come in contact in the course of their regular work. No employee is expected to perform work which exposes them to such health or safety hazards in violation of established law.
4. The County shall provide as mandated by law or by policy personal protective equipment (PPE) and clothing to perform work assignments safely. PPE and clothing shall be maintained, including replacement, by the County in accordance with manufacturer recommendations.

## Article 8 – Union Rights and Access

1. **Union Stewards and Representatives.** The CWA has the sole right and discretion to designate not more than five (5) employees who are authorized to serve as the CWA's representatives, including Stewards and Alternates and Local Executive Board members. The CWA will specify to the County the responsibilities and authority of its representatives to act on behalf of the CWA. The CWA will provide the Employer with a complete list in writing of its designated representatives.
  
2. **Union Leave.** The Employer shall, upon written request from the Union at least five business days in advance release time to members of the CWA to attend outside union business such as conventions, meetings and other permitted activities for not more than fifteen (15) business days each per year in aggregate for the bargaining unit, and any unused days shall not be accumulated. Said release time shall not exceed three (3) days for any individual. Such designated members shall be appointed by the CWA. All expenses incurred during such events will be the responsibility of the CWA, except for salaries which shall be paid during such activities.
  
3. **Negotiations Procedure.** Contract negotiations sessions will be scheduled as mutually agreed by the parties. Employees attending negotiations meetings shall not suffer loss of pay or benefits time and shall be released in advance by the Employer.
  
4. **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 use by CWA Local 1036 Supervisors Unit. County e-mail and communications facilities shall be subject to appropriate usage restrictions, per established County policies.
  - b. Non-employee CWA representatives whose names have been provided in advance to the County shall be admitted to the premises of the Employer on Union business subject to established County policies. Requests for visits in accordance with such policies shall be

given with 48-hours advance notice to the Human Resources/Personnel office and shall not be unreasonably denied. Union representatives shall be permitted access to office areas designated by the Employer with the limitation that confidentiality of office operations shall be preserved at all times.

**Article 9 – Vacation Leave**

1. Full-time employees shall be entitled to vacation leave with pay as follows:
  - For employees with less than one full year of service, one (1) working day for each month of service. Vacation days must be accrued and will not be advanced.
  - After completion of one (1) year and up to five (5) years .....twelve (12) days
  - After completion of five (5) years and up to twelve (12) years.....fifteen (15) days
  - After completion of twelve (12) years and up to twenty (20) years.....twenty (20) days
  - After completion of twenty (20) years.....twenty-five (25) days
  - After their first year of employment, employees shall receive the above entitlements on January 1 in anticipation of reaching their anniversary date and remaining employed through the course of the calendar year.
  
2. Except for permanent employees, employees can not take vacation until after ninety (90) days of employment.
  
3. Where in any calendar year, vacation leave is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Unused vacation time in excess of five days must be approved for carry over by the Department Head and the Human Resources Director. Vacation leave not carried over will be lost without compensation to the employee. Requests to use vacation leave shall not be unreasonably denied.
  
4. Employees may take vacation time in hourly, half-day, or full-day increments with appropriate approval by Department Head or designee. Employees shall sign up for vacation time 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 period, vacations shall be granted on a first-come basis, provided work requirements shall be met.

5. An employee on an unpaid leave of absence for ten (10) or more working days shall have his/her vacation leave accrual adjusted to reflect the unpaid term.
  
6. Unit members leaving County employment who have already exceeded their use of their allotted and prorated vacation leave shall have the compensation for same deducted on a prorated basis from their last employment checks, provided, however that this shall not apply to retirees. Employees who have exceeded their allotted and accrued vacation leave within a calendar year shall have the deficit applied to their allotment in the succeeding calendar year.



## Article 10 – 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 in accordance with family leave law or pursuant to County policy. All sick leave absences other than sick days shall be granted under policies established by the County.
  
2. Each employee will be entitled to paid sick days as follows: One and one-quarter (1 ¼) working days for each full calendar month of service during the remaining months of the first calendar year of employment and fifteen (15) paid days (1 ¼ per month) for each full calendar year of work thereafter. The allocation of paid sick days after the initial calendar year of service shall be advanced in full in January in anticipation of continued employment, but shall be subject to apportionment policies.
  
3. In all cases of illness, whether short or long term, the employee is required to notify his or her immediate supervisor of the general reason for the absence at the earliest possible time but in no event less than his usual possible reporting time or as necessitated by the circumstances. The parties recognize that confidential medical information should not be requested by a supervisor and the employee shall provide such medical information only to the appropriate County office/personnel. 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. Departmental coverage may require discussion between the Department Head and the County Administrator. Absences of five or more consecutive business days shall require acceptable medical documentation for the duration of the absence. Requests to use sick leave shall not be unreasonably denied.
  
4. Upon notification to and approval of the employee's immediate superior, sick time used within the first hour of the workday can only be used in the entire one-hour increment. Upon notification to and approval of the immediate superior, sick time used between the first and last hour of the workday can be used in 15-minute increments. Upon notification to and

approval of the immediate superior, sick time used within the last hour of the workday can be used in 30-minute increments. Partial period of time not worked within the first or last hour of the workday will be unpaid.

5. When sick leave balances are exhausted, the Employer, at its discretion and in accordance with applicable law, may allow an employee to utilize vacation or other accrued leave for an employee's time off due to a sick leave qualifying event. The same will not be unreasonably denied.
6. Employees transferring from one position to another with Cumberland County government will retain accumulated leave. For purposes of this provision, transfers shall be defined as movement of any employee between the Board of Health, Library Commission, Prosecutor's Office, and County departments, but shall not include autonomous agencies other than those listed.
7. An employee on unpaid leave of absence for ten (10) or more working days shall have his/her sick leave accrual adjusted to reflect the unpaid term.
8. Unit members leaving County employment who have already exceeded their use of their allotted and prorated sick leave shall have the compensation for same deducted on a prorated basis from their last employment checks, provided, however that this shall not apply to retirees. Employees who have exceeded their allotted and accrued sick leave within a calendar year shall have the deficit applied to their allotment in the succeeding calendar year.

## Article 11 – Personal Leave

1. All employees shall be granted an annual allowance of three (3) personal leave days per calendar year which leave may not accumulate year to year.
  - a. Newly hired employees shall be credited with the right to use personal days at the rate of one quarter (1/4) day for each full month of service in the first year of employment, and three (3) days for each calendar year thereafter.
  
2. Utilization of personal leave requires that the employee must notify his/her supervisors at least forty-eight (48) hours in advance thereof, unless in case of emergency of unexpected circumstances. Such personal leave will be granted if there is no undue burden upon work requirements. The County will make every reasonable effort to grant employees the time off requested.
  
3. Priorities 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.
  
5. Any employee leaving County employment who has exceeded the use of paid personal leave shall have the compensation for same deducted on a prorated basis from his/her last employment check, provided, however, that this shall not apply to retirees.
  
6. Employees may be granted the use of personal leave in hourly, half-day or full-day increments with supervisory approval.
  
7. Employees on an unpaid leave of absence for ten (10) or more working days shall have his/her personal leave accrual adjusted to reflect the unpaid term when applicable.

## Article 12 – Leaves of Absence

### 1. **Bereavement Leave.**

- a. 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. All time off for bereavement shall be authorized by the employee's Department Head or designee.
- b. Immediate family is defined as father, mother, son, daughter, spouse or domestic partner, 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.
- c. 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.

2. **Jury Duty.** Employees covered by this Agreement who are called for jury duty shall not suffer loss of pay for such necessary service. Division Heads shall continue to be responsible to ensure the appropriate operations of their Division. An Employee shall be required to turn over or reimburse the County of any per diem fee received for jury duty in such cases.

3. **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 and County resolution, and shall discuss their service responsibilities with the Personnel office.

4. **Family Leave.** Employees shall be eligible for leave time pursuant to the federal Family and Medical Leave Act, NJ Family Leave Act, and NJ Paid Family Leave Act. Leave time under these entitlements shall be counted concurrently to paid sick leave and to each other when applicable. All usage of Family Leave must be approved by the Department of Personnel and Human Resources and employees shall be notified of their eligibility for such entitlements.
  
5. **Emergency Leave.** Whenever the County, for weather or other reasons, closes the office early or requires that no Employees report to work, those Employees covered by this Agreement will not suffer loss of pay or benefit time. Should the County not close during such an event, Employees may request to use accrued benefit time, the Employer shall not unreasonably deny said request, based on operational need. The County Administrator or designee shall make the decision when County offices shall be closed under these conditions.

**Article 13 – Holidays**

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Election Day (general)
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Effective 2015, Lincoln's Birthday shall be eliminated from the above list. Prior to that date, it shall be maintained as a holiday. Effective January 1, 2015 and on each January 1<sup>st</sup> thereafter, all employees shall be granted an additional personal day which may be scheduled off by the employee in the same manner as vacation leave, but must be taken within the calendar year.

Employees in the Office of Employment and Training shall also receive the Day After Thanksgiving.

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 for State employees with at least three (3) days notice, or when the Board of Chosen Freeholders of the County of Cumberland declares a holiday for all County employees.
3. Holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday.
4. All employees who are not Division Heads and/or FLSA exempt who are required to work on a holiday shall receive one-and-one-half times (1½) his/her regular rate of pay at hour for hour and shall receive an alternative day off or accrual of compensatory time at hour for hour, or shall receive compensation for 2 ½ times the hours worked and no compensatory

time, at the employee's discretion. Division Head and/or FLSA exempt employees shall receive alternative time off, accrued at hour for hour, for time worked on a holiday. Notwithstanding the above, employees in the Department of Emergency Services shall receive two and one half times their regular rate of pay with no alternative time off.

5. In order to receive holiday pay, the employee must have worked the scheduled work day before the observed holiday and the scheduled work day after the observed holiday, unless on a prescheduled administratively approved vacation or personal day, or a sick day supported by a doctor's written explanation or other justifiable cause.

## Article 14 – Occupational Injury

1. When an Employee suffers an occupational injury (as determined by a physician designated by the County or the County's worker's compensation insurance carrier, representative or administrator), including injury incurred while acting as an employee of the County, 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 under law. Employee benefit time shall continue to accrue during the period of worker's compensation leave.

3. If the Employee retains an incapacity after the initial thirty (30) day period and is approved for workers compensation leave, the Administrator shall be notified and the County shall continue to remit pension contributions as required under statute



## Article 15 – Hours of Work

1. Except as otherwise expressed herein, general office hours are five consecutive days, Monday through Friday, from 8:30 a.m. to 4:30 p.m. Specific departmental schedules shall be recognized and maintained as in effect at the time of this Agreement. Employees in this unit shall be designated as either 35-hour workweek (7-hours per day) or 40-hour workweek (8-hours per day), or Exempt pursuant to law.
  
2. As work loads permit, employees shall be entitled to two 15-minute breaks, one prior to the lunch period and one after the lunch period. Employees shall receive a one-hour unpaid lunch period. It is understood that an employee may be required from time to time to work through breaks based on business needs and that specific break times may not be regulated.
  
3. **Department of Emergency Services and Public Protection:**
  - a. There shall be four platoons of dispatchers who shall be scheduled for revolving two-week schedules consisting of four (4) 12-hour shifts one week (Monday-Tuesday-Friday-Saturday), followed by three (3) 12-hour shifts the following week (Sunday-Wednesday-Thursday).
  - b. Unit members employed as Supervising Public Safety Telecommunicators (Supervising PSTs) within the Department of Emergency Service and Public Protection shall have their paid time leave days converted into hours in the amount as specified under Holidays, Personal Leave, Funeral Leave, Vacation and Sick Leave as provided under this Agreement (i.e. sick leave 15 days = 120 hours; 1 “day” = 8 hours).
  
4. **Supervisor of Motor Pool, Supervising Engineering Aide, Road Repair Supervisors, Supervising Juvenile Detention Officer, and Supervising Food Worker:**
  - a. Hours of work and shifts for the above employees will be determined by operational need, but current hours and shifts shall be continued in force as of the signing of this Agreement.

5. **Shift and Schedule Notification.** The County agrees that it will notify the Union at the Union's Local office address in advance of proposed schedule, shift or major work assignment changes. The County agrees that the Union will be given the opportunity to present recommendations concerning the non-mandatorily negotiable changes within thirty (30) calendar days of the notice and to negotiate over the negotiable changes. Except in cases of emergency or exigent circumstances, work schedules shall not be changed absent at least twenty-one days advance notice to the Union and shall not be changed to avoid overtime.

## Article 16 – Overtime

1. Employees may be required to work in excess of the hours designated as the normal workweek for their title/classification. Employees shall be classified as either 35-hour, 40-hour, or FLSA-exempt.
  - a. Any 35-hour employee who is authorized or required to work beyond thirty-five hours per week or seven (7) hours per day shall be compensated at one and one half (1 ½) times their regular pay.
  - b. Any non-exempt employee who is authorized or required to work beyond forty hours per week or 8 hours per day shall be compensated at one and one half (1 ½) times their regular pay.
  - c. In lieu of the compensation above, employees may elect, with the concurrence of the Department Head or designee to take compensatory time, which shall be calculated as one and one half (1 ½) times the number of hours worked in excess of the regular workweek/work day.
2. Holidays, paid benefit leave time, and union leave time shall be treated as time worked for purposes of calculating overtime.
3. Overtime will be offered, whenever possible, on a rotating basis among qualified employees, starting in order of greatest seniority.
4. When agreed upon by the County and employee, employees shall work an altered work week schedule for the specific purpose of participating in community initiatives designed to serve the needs of County residents, which may occur outside regular work hours, or for unplanned or emergency business reasons. If the County and employee agree that such work will not result in compensatory time or overtime, such altered work hours shall be counted as part of the employee's regular work week and shall result in a change to the hours worked the remainder of the work week or pay period. The Department Head and employee shall provide as much advance notice as possible so that resolution can be achieved prior to the assignment.

**Article 17 – Seniority**

1. Seniority shall be defined in accordance with civil service regulations.

### **Article 18 – Layoff and Recall**

1. The County shall follow all layoff procedures established under civil service regulation, where applicable.
2. Effective upon the signing of this Agreement, the Employer agrees that in the event it determines that a reduction(s) in the work force or involuntary transfer(s) 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 effect on senior employees and to discuss the effects of such change(s) on bargaining unit employees.
3. If the Employer considers to subcontract bargaining unit work, the Union shall be notified in advance of the subcontract which would result in layoffs in order to discuss the reasons for subcontracting.

### **Article 19 – Personnel Records**

1. Upon reasonable advance written request to the Personnel Office, an Employee covered by this Agreement may arrange for the inspection of and, in fact inspect all of his/her personnel records including copies of any disciplinary documents which are placed in the personnel file. Copies of any records in the personnel file shall be provided to the Employee upon request.
2. No document that is adverse to an employee and of a performance or disciplinary nature shall be placed in any employee's personnel file unless a copy is also provided simultaneously to the employee.

## Article 20 – Grievance Procedure

1. **Purpose.** 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.
  
2. **Definition.** A grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement, County policy, procedure, or other existing rule. The parties agree that where a dispute involves an alleged violation of Civil Service law and rules for which there is a specific appeal procedure to the Civil Service Commission, such matter shall be presented to the Commission directly. The ability to grieve discipline shall be governed by Article 22.
  
3. Grievances may be filed by the CWA on behalf of an individual employee or a group of employees. An employee may file a non-contractual grievance, but a copy must be submitted by the County to the CWA within three (3) business days of its filing. All grievances shall be governed by the procedures set forth herein.
  
4. **Filing.** A grievance must be submitted to the employee's immediate superior within ten (10) business days of the occurrence giving rise to the grievance, or when the grievant should have reasonably known of the occurrence. The burden of proof in the grievance procedure rests with the grievant or the CWA. Failure to act within the ten-day period shall constitute abandonment of the grievance. An employee or the CWA may attempt to resolve potential grievances informally with management prior to filing a formal grievance.
  
5. **Step 1.** The immediate supervisor shall meet with the moving party within ten (10) business days to hear the grievance. The CWA or employee may present any evidence, testimony, or other information required to substantiate the grievance, and may cross-examine any evidence or witness provided by management. The immediate supervisor shall issue a decision in writing within ten (10) business days of the meeting.

6. **Step 2.** If the grievance has not been resolved at Step 1, the CWA or employee may appeal the grievance to a Department Head within five (5) business days of the Step 1 decision. The Department Head shall meet with the moving party within ten (10) business days to hear the grievance. The Union or employee may present any evidence, testimony, or other information required to substantiate the grievance, and may cross-examine any evidence or witnesses provided by management. The Department Head shall issue a decision in writing within ten (10) business days of the Step 2 meeting.
  
7. **Step 3.** If the grievance has not been resolved at Step 2, the CWA or employee may appeal the grievance to the County Administrator's office. The County Administrator, or designee, shall meet with the moving party within ten (10) business days to hear the grievance. The Union or employee may present any evidence, testimony, or other information required to substantiate the grievance, and may cross-examine any evidence or witnesses provided by management.-The County Administrator, or designee, shall issue a decision in writing within ten (10) business days of the meeting, unless an extension is mutually agreed by the parties.
  
8. **Arbitration.** The Union may appeal a grievance that has been denied at step 3 to arbitration within thirty (30) days of the step 3 decision.
  - a. The parties 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.
  - b. 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 Union. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the moving party, unless the other party requests a copy or to mutually benefit from the item creating the additional expense.



- c. 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.

**9. General Procedures.**

- a. The Union or employee may present any evidence, testimony, or other information required to substantiate the grievance, and may cross-examine any evidence or witnesses provided by management.
- b. The parties agree that scheduling any grievance meeting or hearing shall be by mutual agreement, with consideration for each party's respective scheduling commitments. No meeting date or time shall be set by any party without consultation with the other parties.
- c. A properly filed grievance shall state the nature of the alleged violation or dispute, the specific contractual provisions, policies, or rules involved, and a requested remedy. Failure to cite this information may result in return of the grievance without action by management.
- d. A grievance may be amended at any step of the grievance procedure based on new information.
- e. 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.
- f. 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.
- g. 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.
- h. All grievance hearings shall be scheduled by mutual agreement of the reviewing authority and the Union/grievant. There shall be no claim for compensation or compensatory time in the event the grievance hearing extends beyond the employee's normal work day.

- i. 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 compensation or compensatory time in the event the grievance hearing extends beyond the witness' normal work day.
- j. The parties by mutual agreement may consolidate two or more grievances at any step of the grievance process on the same issue and process them as a group grievance. Grievances filed as a group grievance may be separated for review by the reviewing authority.

## Article 21 – Disciplinary Procedures

1. The discipline of Classified Civil Service employees governed by this Agreement shall be subject to the provisions of the New Jersey Civil Service Statutes and Regulations, and where applicable, the Grievance procedure contained in this Agreement.
  - a. The issuance of minor discipline to a Classified Civil Service employee which does not result in a loss of pay or a fine (i.e. warnings, performance notices, reprimands, etc.) is not subject to arbitration provisions of this Agreement, but may be grieved up to “Step 3” for final decision by the County Administrator or designee.
  - b. Minor disciplinary actions resulting a loss of pay or fine of five (5) days or less shall be subject to the grievance provisions of this Agreement.
  - c. Major disciplinary actions resulting in a loss of pay or fine of more than five (5) days shall be adjudicated up to Step 3 of the grievance procedure and then appealable to the Office of Administrative Law.
  
2. Unclassified Civil Service employees governed by this Agreement shall remain “at-will” employees for the purposes of discharge and shall not have the right to any disciplinary appeal procedure except as otherwise provided by law or this Agreement.
  - a. The termination from employment of an Unclassified Civil Service employee is specifically excluded from the definition of a grievance under this Agreement.
  - b. The issuance of discipline less than termination for Unclassified Civil Service employees is not subject to arbitration provisions of this Article, but shall be grieved directly to “Step 3.” Such grievance may include a dispute on the degree of penalty and appropriateness of the disciplinary action.
  
3. **General Rules for Civil Service Classified Employees:**
  - a. Discipline and discharge shall only be for just cause. Discipline shall be progressive in nature and corrective in intent.
  - b. The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee and his/her service with the County.

- c. If a suspension is scheduled to cause loss of holiday pay, the unpaid holiday hours shall count towards the amount of suspension time to be served.
- d. Employees shall be permitted to forfeit paid vacation time in lieu of serving suspensions, subject to management's discretion.
- e. Timeframes for serving disciplinary notices, scheduling hearings, and other matters shall be governed by civil service regulations.
- f. All initial disciplinary hearings shall be scheduled while employees are working. However, if an initial hearing (Step One of the Grievance Procedure only) cannot be scheduled during an employee's scheduled work hours, the employee shall be compensated for time spent at the hearing at the employee's regular rate (straight time).

4. Representation

- a. An employee shall be notified if a meeting or interview could reasonably result in disciplinary action. An employee may request to have a union steward present at such meeting. If a department's shop steward is not available, the County shall permit a union steward from another department to attend.

## Article 22 – General Provisions

1. **Labor-Management Relations.** The parties agree to convene labor-management meetings upon reasonable advance request by the Local or by an authorized management representative to discuss issues of importance to the bargaining unit or the Employer. The parties shall make reasonable efforts to convene such meetings timely and to develop relevant information and materials to facilitate productive discussion.
  
2. **Notices.** The Employer shall provide notice and copy to the Local office of the County's Policies and Procedures Manual and shall provide copies of changes related to personnel issues when they are updated, created, or eliminated which affect bargaining unit members. The Employer will provide notice to the Union of any new hire, resignation, retirement, promotion, demotion, or reassignment affecting bargaining unit members.
  
3. **Allowances**
  - a. **Mileage Rate:** Employees required to use their personal vehicle for County business shall receive mileage reimbursement at the County rate of \$0.42 cents per mile. Employees will be required to submit documentation supporting the request for reimbursement.
  - b. **Clothing Allowance:** The County shall provide an allowance of \$135 per year for purchase of steel-toed safety boots for employees required to wear the same. Boot purchases shall occur in accordance with County practice. Should a uniform be required, it shall be provided at the County's expenses and replaced at the County's expense as needed. Uniform purchases are to normally occur on an annual basis and in conformance with County practice.
  - c. **Meal Allowance:** Employees shall receive meal allowances in accordance with County policy, which shall not be diminished during the term of this Agreement.
  - d. **Physicals and Medical Reimbursement:** Employees required by the County to seek medical documentation or treatment shall be reimbursed for any copayments or other fees charged by the medical provider in association with complying with the County's requirements.

#### 4. **Certification, License, and Memberships**

- a. It shall be the responsibility of the Employer to pay the fees associated with obtaining and maintaining certifications and/or licenses required. It is understood that this obligation does not extend to obtaining certifications or licenses by candidates to be considered for employment. Fees shall be approved by the Department Head or designee in advance of being incurred.
- b. Employees covered by this Agreement who attend approved education or training courses related to their employment, 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 may be required, to the extent reasonable and feasible, to car pool. Any out-of-state travel expenses must be pre-approved by the Administrator. The County shall pay/reimburse (within 30 days of complete submission of paperwork) the full cost of registration and attendance at required and pre-approved trainings.
- c. Employees shall accrue compensatory time for attendance and travel to in-state or daily trainings which exceed their normal working hours and regular commuting time. It is generally understood that the Employer may deny compensatory time for travel on weekends or after regular work hours related to out of state and multi-day trainings. Employees shall notify their supervisor as soon as possible, or in advance if possible, of compensatory time that would be accrued due to travel or training.
- d. Employees must receive approval from the County Administrator or designee prior to attending said training to receive the above benefits.

#### 5. **Tuition Reimbursement Program.** The County shall reimburse employees for all school tuition costs incurred by the employee on the following basis:

- a. Course must be taken at an accredited school approved by the County before tuition costs are incurred.
- b. Course must be directly related to the present work duties.
- c. Employee must submit an application for tuition reimbursement at least three (3) weeks prior to the start of the course. Applications shall be submitted to the Human Resources Director for approval.

- d. The County will reimburse the employee after successfully completing the approved course with a passing grade. Proof of passing grade of “C” or better (“pass” in “pass/fail” courses) and all tuition costs are required.
- e. In no event shall the County pay tuition reimbursement costs in excess of a sum equal to one-half of one percent of the total annual unit payroll for any calendar year under this agreement.

Article 23 – Salaries and Wages

1. Employees in County Departments shall receive annual salary increases as follows:
  - a. Effective and retroactive to January 1, 2012      2.0% increase to 2011 base salary
  - b. Effective and retroactive to January 1, 2013      2.0% increase to 2012 base salary
  - c. Effective and retroactive to January 1, 2014      2.0% increase to 2013 base salary
  - d. Effective January 1, 2015                              0.0% increase to 2014 base salary
  - e. Effective January 1, 2016                              2.0% increase to 2014 base salary
  
2. Employees in OET:
  - a. Effective and retroactive to July 1, 2012              1.5% increase to 2011 base salary
  - b. Effective and retroactive to July 1, 2013              1.5% increase to 2012 base salary
  - c. Effective and retroactive to July 1, 2014              1.5% increase to 2013 base salary
  - d. Effective July 1, 2015                                      1.5% increase to 2014 base salary
  - e. Effective July 1, 2016                                      1.5% increase to 2014 base salary
  
3. Salary Adjustments: Effective January 1, 2016, employees will receive salary adjustments, establishing an annual salary as attached in Exhibit 1. The adjustments shall be applied after the across the board increases scheduled for 2016 above.
  
4. The above salary increases shall be paid retroactively to employees who are actively employed by the County at the time the contract is signed.
  
5. **Longevity.** Employees shall receive longevity payments in the first pay period in the anniversary month of the employee(s), minus all standard payroll deductions, in amounts as follows:
  - a. 5-9 years of service..... \$250.00 each year
  - b. 10-14 years of service..... \$500.00 each year
  - c. 15-19 years of service..... \$750.00 each year
  - d. 20-24 years of service..... \$1,000.00 each year
  - e. 25 years of service and thereafter..... \$1,250.00 each year



6. Pay dates: Pay will be issued every other Friday effective 1/2/2015 or with 60-days notice, whichever is sooner.

## Article 24 – Benefits

1. The County shall provide health insurance coverage to employees in accordance with group health plan coverages 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.
2. All employees enrolling in health benefits shall make contributions as required by Ch.78, P.L. 2010. Should contributions under Chapter 78 expire, employees will be required to make the same contributions as last required under Chapter 78 until successor legislation is enacted or a successor contract is negotiated.
3. The County shall provide medical benefits equal to or better to those in effect at the time of the Signing of this Agreement.
4. 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 \$50.00. 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. *The co-pay for Emergency Room visits for all plans will be \$100.*
5. 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.

6. The County shall continue optical coverage substantially similar to the current Plan, with employee contributions governed by Chapter 78.
7. The County shall have the right to substitute insurance carriers or plans to implement a self-insured health benefits plan that provides eligible employees and eligible family members with benefits that are equal to or better than the benefits currently provided and now in effect as modified above. The County may offer an additional EPO plan as identified in Exhibit A attached hereto and a High Deductible Health Plan (HDHP) as identified in Exhibit B attached hereto, both of which will be offered to employees as a voluntary enrollment option.
8. 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.
9. 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.
10. **Life Insurance.** 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. 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.

11. **Death Benefits.** Upon death of an employee who is actively employed, the employee's estate will be paid for all accumulated earned leave time, subject to statutory and contractual caps.

## Article 25 – Retirement

1. All employees covered by this Agreement shall be subject to the requirements of the appropriate Retirement System, as defined by state law. The County shall remit such contributions as required of it under law and regulation.
2. **Sick Leave Payout.** A permanent employee who enters retirement and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive fifty percent (50%) of his/her accumulated sick time as supplemental pay, not to exceed \$9,000.. This payment shall be paid in a lump sum after the date of retirement or at a mutually agreed time within reason between the retired employee and thenEmployer. Retirement shall be defined to include service, early, deferred, veteran, and disability (ordinary and accidental).

### Article 26 – Severability

1. 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.
2. The parties agree to open negotiations should any provision of civil service statute or regulations be stricken during the term of this Agreement. The agreement to reopen negotiations shall be limited solely to the affected matters struck from civil service statute or regulations.

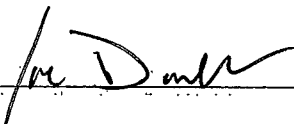
Article 27 – Terms of Agreement

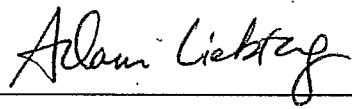
1. This Agreement shall be effective immediately on the date of signing below and shall be prospective only unless specifically agreed otherwise.
2. The parties shall commence negotiations on a successor Agreement on or before September 1st of the year in which it expires.

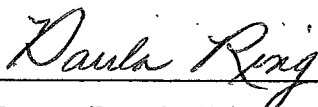
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this \_\_\_\_ day of November 2014.


For the County:

For the CWA:

  
\_\_\_\_\_  
Joe Derella, Director – Cumberland  
County Board of Chosen Freeholders

  
\_\_\_\_\_  
CWA Local 1036 President

  
\_\_\_\_\_  
County Board of Health

  
\_\_\_\_\_  
CWA National Representative

**Exhibit 1**  
**2016 Salary Adjustments**

The chart below shows the adjusted salaries effective January 1, 2016 after the annual across the board increase has been applied to the prior year's base salary.

<u>Name</u>	<u>Title</u>	<u>Final Adjusted 2016 Salary</u>
KB	Environmental Health Coordinator	85,915
DW	Assistant County Engineer	82,029
HL	Superintendent Mosquito Extermination	67,889
SM	Supt of Weights & Measures	58,262
SW	Head Teacher	63,210
MN	Asst Dir Drug Abuse Program	60,616
ET	Coordinator Special Child Health Services	60,399
DG	Director Office of Handicapped	54,628
TV	County Division Head	72,523
LC	County Division Head	49,820
JT	County Division Head	46,699
KG	County Division Head	41,048
WK	Supervising Engineering Aide	72,204
JD	Supervisor of Motor Pool	64,789
MM	Road Repair Supervisor	62,627
EH	Road Repair Supervisor	60,100
JM	Road Repair Supervisor	60,100
TB	Supervising Juvenile Detention Officer	56,850
JL	Supervising Public Safety Telecommunicator	55,600
LM	Supervising Public Safety Telecommunicator	55,600
WM	Supervising Public Safety Telecommunicator	55,600
CN	Supervising Public Safety Telecommunicator	55,600
MH	Supervising Public Safety Telecommunicator	55,600
MK	Supervising Public Safety Telecommunicator	55,600
RC	Supervising Food Service Worker	36,000
SR	Admin Secretary/Office Mgr	54,059
KM	Senior Accountant	54,400
FB	Accountant	51,000
DP	Supervisor of Accounts	50,300
KF	Supervisor of Accounts	50,300
BY	Administrative Clerk	50,300
DS	Program Development Specialist	42,800



SB	Senior Account Clerk	42,200
LB	Fiscal Analyst	39,850
GR	Supv Employment Specialist	67,549
SS	Supv Employment Specialist	60,130
AS	Program Monitor	58,148
CN	Sr. Account Clerk	57,891
GC	Keyboarding Clerk 2	38,170
SS	Keyboarding Clerk 2	40,180

## Exhibit A

### EPO Plan Description

Benefit	In-Network Benefits Only (Includes Bluecard network)
<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

**Exhibit A**  
**EPO Plan Description**

<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)	
Physical Rehabilitation Facility Inpatient Services	100% 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.

**Exhibit B**

**HDHP Plan Description**

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.
<b>Benefit</b>	<b>In-Network Benefits Only (Includes Bluecard network)</b>
<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 day (up to 5 days)
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

**Exhibit B**  
**HDHP Plan Description**

<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
	100% after deductible
Private Duty Nursing	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
<b>Eligibility</b>	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.
<b>Pre-Existing Conditions</b>	Not applicable

**Exhibit B**  
**HDHP Plan Description**

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<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> .
<b>24/7 Nurse Line</b>	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.

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

**Exhibit C – PERC Certification of Unit**

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**STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

<u>In the Matter of</u>	>	
	>	
CUMBERLAND COUNTY,	>	
Public Employer,	>	
	>	
-and-	>	DOCKET NO. RO-2012-010
COMMUNICATIONS WORKERS OF AMERICA	>	
LOCAL 1036, AFL-CIO,	>	
	>	
Petitioner.	>	
	>	

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**CERTIFICATION OF REPRESENTATIVE  
BASED UPON AUTHORIZATION CARDS**

In accordance with the New Jersey Employer-Employee Relations Act, as amended, and the Rules of the Public Employment Relations Commission, we have conducted an investigation into the Petition for Certification filed by the above-named Petitioner. The Petitioner has demonstrated by card check that a majority of the unit employees described below have designated the Petitioner as their exclusive representative for purposes of collective negotiations, and, no other employee organization has expressed a valid interest in representing these employees.

Accordingly, **IT IS HEREBY CERTIFIED** that

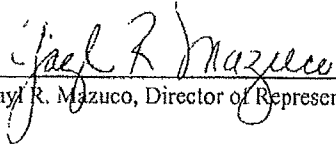
**COMMUNICATIONS WORKERS OF AMERICA (CWA) LOCAL 1036, AFL-CIO**

is now the exclusive representative of all the employees included below for the purposes of collective negotiations with respect to terms and conditions of employment. The representative is responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership. The representative and the above-named Employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment as required by the Act.

**UNIT: Included:** All regularly employed Supervisory employees of Cumberland County including Accountant, Administrative Clerk, Administrative Secretary/Office Manager, Assistant County Engineer, Coordinator Special Child Health Services, Director Office of the Handicapped, Division Head, Environmental Health Coordinator, Fiscal Analyst, Head Teacher JDC, Manager Mobile Meals Program, Manager of Operations, Project Director Nutrition Program, Program Development Specialist, Program Monitor, Public Health Nurse Supervisor, Senior Accountant, Senior Account Clerk, Senior Clerk Typist, Superintendent - Public Works Mosquito Division; Superintendent - Weights and Measures; Supervising Clerk Stenographer, Supervising Employment Specialist, Supervising Juvenile Detention Officer, Supervising Librarian, Supervising Public Safety Telecommunicator, Supervisor of Accounts, Supervisor Food Service, Supervisor Engineering Aides, Supervisor Food Service JDC, Supervisor of Motor Pool, Supervisor of Roads, Supervising Substance Abuse Counselor, Supervisor Telephone System, Training Coordinator employed by Cumberland County.

Excluded: Managerial executives, confidential employees, non-supervisory employees, craft employees, police, casual employees; employees in other bargaining units, employees of the Cumberland County Board of Elections and all other employees employed by Cumberland County.

**DATED:** September 4, 2012  
Trenton, New Jersey

  
\_\_\_\_\_  
Gay R. Mazucco, Director of Representation