

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 01/01/2021 thru 12/31/2025.

Employer: County of Cumberland

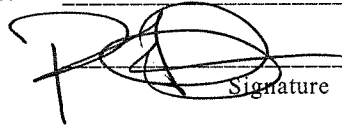
County: Cumberland

Date: 05/26/2021

Name: PaigeDesiere

Print Name

Title: Director of Personnel and Human Resources

  
Signature

New Jersey Public Employment Relations Commission  
**NON-POLICE AND FIRE**  
**COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM**

Line #

**SECTION I: Parties and Term of Contracts**

1 Public Employer: Cumberland County County: Cumberland County  
 2 Employee Organization: Association of Supervising Test Prosecutors Number of Employees in Unit: 9  
 3 Base Year Contract Term: 2016-2020 New Contract Term: 2021-2025

**SECTION II: Type of Contract Settlement (please check only one)**

4  Contract settled without neutral assistance  
 5  Contract settled with assistance of mediator  
 6  Contract settled with assistance of fact-finder  
 7  Contract settled with assistance of super-conciliator  
 8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?  
 Yes  No

**SECTION III: Salary Base**

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$ 868,012  
 10 Longevity Costs in Base Year \$ \_\_\_\_\_  
 11 Total Salary Base \$ 868,012

**SECTION IV: Salary Increases for Each Year of New Agreement\***

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>
13 Cost of Salary Increments (\$)	<u>40,823</u>	<u>34,772</u>	<u>28,291</u>	<u>21,558</u>	<u>19,868</u>
14 Salary Increase Above Increments (\$)	_____	_____	_____	_____	_____
15 Longevity Increase (\$)	_____	_____	_____	_____	_____
16 Total \$ Increase (sum of lines 13-15)	<u>40,823</u>	<u>34,772</u>	<u>28,291</u>	<u>21,558</u>	<u>19,868</u>
17 New Salary Base (\$)	<u>908,835</u>	<u>943,607</u>	<u>971,898</u>	<u>993,456</u>	<u>1,013,324</u>
18 Percentage increase over prior year	<u>4.7 %</u>	<u>3.8 %</u>	<u>3.0 %</u>	<u>2.2 %</u>	<u>2.0 %</u>

\*If contract duration is longer than five years, please add an additional page.

Employer: Cumberland County

Employee Organization: Association of Supervising Assistant Prosecutors Page 2

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items\*

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
	<u>On-Call</u>	<u>27,300</u>	<u>3,900</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
20	Totals(\$):	<u>27,300</u>	<u>3,900</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

\*If contract duration is longer than five years, please add an additional page.

SECTION VI: Medical Costs

		Base Year	Year 1
21	Health Plan Cost	\$ <u>87,531</u>	\$ <u>88,704</u>
22	Prescription Plan Cost	\$ <u>27,331</u>	\$ <u>28,380</u>
23	Dental Plan Cost	\$ <u>2,075</u>	\$ <u>1,429</u>
24	Vision Plan Cost	\$ <u>720</u>	\$ <u>690</u>
25	Total Cost of Insurance	\$ <u>117,657</u>	\$ <u>119,203</u>
26	Employee Insurance Contributions	\$ <u>34,880</u>	\$ <u>39,720</u>
27	Employee Contributions as % of Total Insurance Cost	<u>29.6</u> %	<u>33.3</u> %

Employer: Cumberland County

Employee Organization: Association of Supervising Assistant Prosecutors Page 3

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.

None

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: Gerald C Seneski

Position/Title: CFO / Treasurer

Signature: [Handwritten Signature]

Date: 5/21/21

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

NJ Public Employment Relations Commission  
Conciliation and Arbitration  
PO Box 429  
Trenton, NJ 08625  
Phone: 609-292-9898

Revised 8/2016

HBS  
5/11/21

**AGREEMENT**

**between**

**ASSOCIATION OF SUPERVISORY  
ASSISTANT PROSECUTORS**

**and**

**THE CUMBERLAND COUNTY PROSECUTOR  
AND THE CUMBERLAND COUNTY BOARD  
OF COUNTY COMMISSIONERS**

**January 1, 2021 – December 31, 2025**

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**PREAMBLE**

THIS AGREEMENT made this 13<sup>th</sup> day of May, 2021, by and between the Cumberland County Prosecutor (hereinafter referred to as the "Prosecutor" or "Employer"), together with the Cumberland County Board of County Commissioners (hereinafter referred to as the "County"), and the Association of Supervisory Assistant Prosecutors (hereinafter referred to as the "ASAP" or "Association") (and collectively referred to herein as the "Parties").

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

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

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

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



## ARTICLE 1: RECOGNITION

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

## ARTICLE 2: MANAGEMENT RIGHTS

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

**ARTICLE 3: NON-DISCRIMINATION**

There shall be no employment discrimination or favoritism of Employees in regard to sex, sexual orientation, age, nationality race, color, national origin, religion, marital, parental or birth status, political affiliation or Association membership.

**ARTICLE 4: ASSOCIATION DUES**

1. **Dues Deductions.** The Employer agrees to make payroll deductions of Association dues if and when authorized to do so by the Employee(s) on the appropriate form. The Parties acknowledge that, as of the date of the execution of this Agreement, the ASAP does not collect dues from the Employees.
2. **Withdrawal of Dues Check Off.** In the event any Employee withdraws his/her authorization for dues deduction by notice to the Prosecutor's Office, such dues shall be halted as of the earlier of the next January 1 or July 1 following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52:14-15.9e.

**ARTICLE 5: PROFESSIONAL MEMBERSHIPS**

1. It shall be the responsibility of the Employer to pay the fees and costs associated with dues for membership in and cost of meetings of the Cumberland County Bar Association and attendance at the annual Convention and College sponsored by the County Prosecutors Association of New Jersey, as approved in the sole discretion of the Prosecutor, and dues for membership in the New Jersey Assistant Prosecutor's Association.
2. The Prosecutor shall make direct electronic payment on behalf of Assistant Prosecutors (Employees) for the annual fee due for Attorney Registration payable by all attorneys in the State of New Jersey.

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

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

## ARTICLE 7: HOURS OF WORK

1. Assistant Prosecutors are professional employees and may be expected to work more than the general office hours set forth in Article 7.2 herein below without additional compensation as necessary to fulfill professional responsibilities and when as directed by the Prosecutor and or her designee to accomplish specific assignments of a priority nature.
2. General office hours are Monday through Friday from 8:30am to 4:30pm.
3. Pursuant to Article 2.2c and f, and as required pursuant to N.J.S.A. 2A:162-15 et. seq. and Attorney General Law Enforcement Directive No. 2016-6, the Prosecutor has directed, beginning on January 1, 2017, 24/7 staffing to satisfy prosecutor responsibilities for Criminal Justice Reform (referred to generally herein as "CJR"), including but not limited to pre-charging case screening, complaint-summons or complaint-warrants and affidavits of probable cause and preliminary law enforcement incident reports. Beginning on January 1, 2017 designated ASAP members have provided and shall continue to provide, as directed by the Prosecutor, primary and secondary back-up coverage.<sup>1</sup> The Prosecutor shall retain sole discretion to continue, modify or change the CJR rotation. Among the factors which the Prosecutor may consider are the volume and nature of calls received.

Except as set forth in this Article 7.3, Article 7.1 shall remain in full force and effect.

4. Compensation for the CJR rotation (also referred to as the On-Call eCDR rotation) shall be:

On-call pay for eCDR responsibilities shall be set at a total of \$600.00 per week (Monday 8:30 a.m. through the following Monday 8:30 a.m.). The compensation shall be paid as follows: \$75.00 per day except for the day during the weekend (Saturday or Sunday) when first appearances/rights advisement hearings are scheduled to be held in virtual format. The rate for the weekend virtual court appearance shall be set at \$150.00. (Six days at \$75.00 for a total of \$450.00, one day at \$150.00 for a weekly total of \$600.00.)

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<sup>1</sup> CJR responsibilities for the Senior Trial Attorneys are separate and distinct from Senior Trial Attorney responsibilities for the Legal Advisor – On Call rotation. The Senior Trial Attorneys and other ASAP members who participate in the Legal Advisor – On Call rotation shall receive no additional compensation for that rotation.

## **ARTICLE 8: OFFICE ENVIRONMENT**

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

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

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

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

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

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

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

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



**ARTICLE 9: EMPLOYEE SAFETY**

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

## ARTICLE 10: VACATIONS

1. Full-time employees shall be entitled to vacation with pay as follows:
2. Employees with less than one full year of service will receive one (1) working day for each month of service. Vacation days must be accrued and will not be advanced.
3. Vacation time will be accrued as follows:
  - Completion of 1 full year of service through 5 full years of service: 12 days
  - Completion of 5 full years of service through 12 full years of service: 15 days
  - Completion of 12 full years of service through 20 full years of service: 20 days
  - Subject to and as limited by Article 10.8, completion of more than 20 full years of service: 25 days
4. Employees may take vacations in periods of one-half ( $\frac{1}{2}$ ) day increments with the approval of the Prosecutor.
5. If there is a conflict in a particular work area in which multiple employees are requesting the same vacations day(s), the senior employee shall have preference. Vacations shall be granted on a first come basis provided work requirements shall be met.
6. Employees shall be notified within ten (10) working days of submitting their vacation requests if the request was granted by their supervisor.
7. An employee may carry over up to five (5) unused vacation leave days from one year to the next.
8. Any employee hired on or after January 1, 2017 shall receive no more than 20 vacation days after the completion of 20 years of service, as provided in N.J.A.C. 4A:6-1.2(b)3.

**ARTICLE 11: HOLIDAYS**

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

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

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

## ARTICLE 12: SICK LEAVE

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

## ARTICLE 13: PERSONAL DAYS

### Personal Leave:

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

**ARTICLE 14: BEREAVEMENT LEAVE**

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

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

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

**ARTICLE 16: MILITARY LEAVE**

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



**ARTICLE 17: FAMILY LEAVE**

The provisions of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA) 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 the FLA. Sick leave shall run concurrent with FMLA and NJFLA leave.

**ARTICLE 18: WORKER'S COMPENSATION BENEFITS**

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

**ARTICLE 19: ASSOCIATION RIGHTS AND ACCESS**

1. **ASAP Representatives.** The ASAP has the sole right and discretion to designate employees who are authorized to serve as the Association's representatives.
  
2. **Association Communication and Information.** Reasonable space will be provided by the Employer for Association 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 Association use.

**ARTICLE 20: PERSONNEL RECORDS**

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

## ARTICLE 21: GRIEVANCE PROCEDURE

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

- i. The Employer, at any step of the grievance process, may consolidate two or more grievances on the same issue and process them as a group grievance.
  - j. A Preliminary Informal Procedure shall be recognized. A Member may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. A verbal disposition of the grievance shall be given to the grievant within five business days. An employee has the option of having an ASAP Representative present for the discussion. However, the ASAP shall not be bound by any informal settlement between the employee and his/her supervisor. This informal step does not preclude or mitigate the employee or ASAP from utilizing the full formal grievance procedure described in this article.
4. Formal Grievance Procedure.
- a. The grievant, through the ASAP, may present the grievance in writing to the Prosecutor within twenty (20) calendar days of the date the grievant knew or should have known of the occurrence giving rise to the grievance.
  - b. If a grievance is filed by an employee, the ASAP shall be notified by the Prosecutor within five (5) business days.
  - c. A "step one" meeting shall be scheduled between the ASAP Representative and the Prosecutor within twenty (20) business days of receipt of the grievance, at which witnesses may be presented, examined, and cross-examined. A written disposition of the grievance shall be given to the grievant and the ASAP within ten (10) business days of the meeting.
5. Arbitration.
- a. A grievance which is not satisfactorily resolved at "step one" may be appealed to arbitration only by the ASAP through its designee within fifteen (15) calendar days from the date the ASAP received the Prosecutor's written disposition of the grievance. If no written decision is received within the allotted timeframe in this Article, then a grievance may be appealed within thirty (30) calendar days from the conclusion of the procedure. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.
  - b. The parties herewith agree to utilize the panel of arbitrators maintained by the New Jersey Public Employment Relations Commission ("PERC") and shall follow the procedures set forth by PERC for grievance arbitration matters. The arbitrator shall be confined to the Agreement and shall not have the power to add to, subtract from, or modify the provisions of the Agreement.
  - c. The decision of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The fees and expense of the arbitrator shall be divided equally between the Employer and the moving party. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the moving party.

HBS  
5/11/21

- d. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall issue his/her decision within thirty (30) calendar days after the close of the hearing.

**ARTICLE 22: SALARIES AND WAGES**

As per Exhibit A, captioned "ASAP Cost of Contract Proposal", attached hereto and made a part hereof.



**ARTICLE 23: LONGEVITY**

Effective January 1, 2017 longevity payments were eliminated.

#### ARTICLE 24: COUNTY HEALTH BENEFITS

1. Each member of the Association agrees to accept and enroll in OMNIA as their medical plan. If an employee chooses another plan offered by the County, as identified below, the employee will be responsible for the difference in premium paid by the County (between the OMNIA plan and the plan chosen by the employee) in addition to the applicable Chapter 78 contribution resulting from the employee's choice. Employees shall have the option of choosing, as an alternative to OMNIA, between the following medical benefits plans offered by the County: (1) Horizon Blue Cross Blue Shield of New Jersey Direct Access (D/A) Plan; (2) Horizon Blue Cross Blue Shield of New Jersey Point of Service (POS) Plan; (3) Horizon EPO; and, (4) EPO HSA Design II. (A summary of all current plans is attached hereto as Exhibit B and made a part hereof.) Employees shall contribute toward all medical benefits in accordance with the requirement of Chapter 78, P.L. 2011 (Chapter 78).
2. Prescription plan co-pays for all County offered health insurance plans shall be \$10.00 for generic prescriptions, \$25.00 for name brand prescriptions and \$50.00 for non-preferred brand name drugs. The stated co-pay shall cover up to a 30-day supply of the prescription; however, where the mail order prescription plan is utilized, the stated co-pay shall cover up to a 90-day supply of the prescription. Employees shall contribute toward their prescription benefits in accordance with the requirement of Chapter 78.
3. The County shall have the right to substitute a different insurance carrier or plan to implement a self-insured health benefits plan that provides eligible employees and eligible family members with benefits that are equivalent to or better than the benefits provided under OMNIA, the D/A Plan, POS Plan, Horizon EPO or EPO HSA Design II (whichever is being replaced) now in effect [as modified above].
4. In the event that the County seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the County agrees and acknowledges that any such changes are negotiable and will provide the Association with thirty (30) days of notice before any such change is to take place, in order to permit the Association and the County to meet and discuss the proposed change and the effect of such change on bargaining unit employees.
5. When an employee has dependent(s) covered under the County Health Benefits Plan and such dependent(s) subsequently become ineligible to participate in the County Health Benefits Plan due to death, divorce, otherwise, the employee shall, within thirty (30) days of the event triggering the dependent's ineligibility, notify the County Department of Personnel

& Human Resources of the change in coverage. If the employee fails to give said notification, the employee shall reimburse the County for expenditures made relating to the insurance coverage of said dependent(s) during the period of ineligibility. Moreover, the employee's failure to provide timely notice is grounds for discipline by the Employer.

6. The County dental plan level shall be 50/50 of covered benefit limits, with an employee contribution governed by Chapter 78. Such plan may be replaced by a plan that is equal to or better than the plan in effect at the time of the parties' execution of this Agreement.
7. The County shall continue optical coverage equivalent to or better than the current plan with an employee contribution governed by Chapter 78.
8. Retiree health benefits shall be provided in accordance with County Policy 2.11 (Health Benefits Insurance), as qualified by any requirements per state and federal law as existed in 2012. Any employee hired prior to 12/31/17 shall be eligible for retiree benefits under County Policy 2.11. There shall be no 80/20 retiree health benefits for any new employee hired after 1/1/18 once said employee reaches Medicare eligibility.
9. Employees will be required to make the same percentage contribution as required under Chapter 78 until successor legislation is enacted or a successor contract is negotiated.
10. The Emergency Room co-pay for all health insurance plans shall be \$100.00.

**ARTICLE 25: LIFE INSURANCE**

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

**ARTICLE 26: WORK CONTINUITY**

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

**ARTICLE 27: SEVERABILITY**

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

**ARTICLE 28: FULLY NEGOTIATED AGREEMENT**


1. The within Agreement is the complete and final Agreement reached between the parties and it contains the resolution of all issues which were the subject of negotiation. During the term of this Agreement, except only as provided in Article 7.3, neither party will be entitled to and/or required to negotiate with respect to any matter which could have been the subject of negotiation, whether or not covered by this Agreement, and/or whether or not within the knowledge of or contemplation of either or both parties at the time they negotiated or duly executed it.
2. This Agreement or any provision thereof may not be modified in whole or in part by the parties unless done so by them in a writing that has been duly reviewed and executed by both parties.


**ARTICLE 29: TERM OF AGREEMENT**

This Agreement shall be effective immediately on the date of signing below, and retroactively to January 1, 2021, and shall continue in full force and effect through December 31, 2025. The parties shall commence negotiations on a successor Agreement pursuant to regulations of the Public Employment Relations Commission.

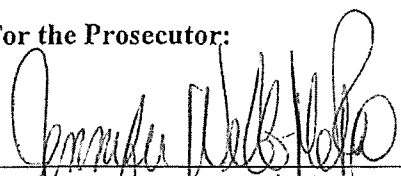
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 13<sup>th</sup> day of May, 2021.

**For the County:**

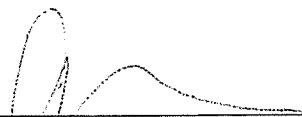
  
\_\_\_\_\_  
Joseph Derella 5/12/2021  
Cumberland County Freeholder Director  
Date:

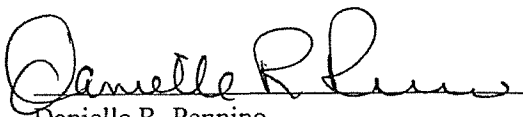
  
\_\_\_\_\_  
Kim Wood 5-12-2021  
Cumberland County Administrator  
Date:

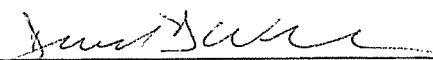
**For the Prosecutor:**

  
\_\_\_\_\_  
Jennifer Webb-McRae 5/13/21  
Cumberland County Prosecutor  
Date:

**For the Association:**

  
\_\_\_\_\_  
Cathryn E. Wilson  
ASAP Negotiations Representative  
Date: 5/11/2021

  
\_\_\_\_\_  
Danielle R. Pennino  
ASAP Negotiations Representative  
Date: 5/11/2021

  
\_\_\_\_\_  
David D. Weber  
ASAP Negotiations Representative  
Date: 5/11/2021



**EXHIBIT A**

# ASAP Cost of Contract Proposal

Position/Id/Description	Lease Name	First Name	Pre-Contract Base	2021	2022	2023	2024	2025	TOTAL CONTRACT	Annual Avg %	
Senior Trial Attorney	[REDACTED]	[REDACTED]	110,622	113,388	116,223	118,547	120,918	123,336	592,442	2.3%	
Senior Trial Attorney	[REDACTED]	[REDACTED]	110,622	113,388	116,223	118,547	120,918	123,336	592,442	2.3%	
Senior Trial Attorney	[REDACTED]	[REDACTED]	103,600	106,190	108,845	111,022	113,242	115,507	554,806	2.3%	
Team Leader	[REDACTED]	[REDACTED]	101,933	104,481	107,093	109,235	111,420	113,648	545,877	2.3%	
Team Leader	[REDACTED]	[REDACTED]	85,422	97,000	100,000	102,000	104,040	106,121	509,161	4.8%	
Team Leader	[REDACTED]	[REDACTED]	85,191	91,000	97,000	100,000	102,000	104,040	494,040	4.4%	
Team Leader	[REDACTED]	[REDACTED]	80,000	85,000	91,000	97,000	100,000	102,000	475,000	5.5%	
Team Leader	[REDACTED]	[REDACTED]	80,000	85,000	91,000	97,000	100,000	102,000	475,000	5.5%	
			368,012	908,835	943,607	971,898	993,456	1,013,324	4,831,520	3.1%	
				40,823	34,772	28,291	21,558	19,868			
				4.7%	3.8%	3.0%	2.2%	2.0%			

There is no step guide for this unit. There is, however, a 4 tier transition plan to elevate the minimum salary for Team Leader to \$100,000. Employees promoted to Team Leader during this transition will be paid at the lowest Team Leader rate (\$85,000-\$91,000-\$97,000-\$100,000). Any promotion occurring after 2024 will be paid \$100,000

EXHIBIT B



