

THIS DOES NOT
CIRCULATE

AGREEMENT

Between

THE COUNTY OF CUMBERLAND, NEW JERSEY

And

DISTRICT 65, UNITED AUTO WORKERS OF AMERICA

X JANUARY 1, 1983 THROUGH DECEMBER 31, 1985

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ARTICLE 1

PREAMBLE

This agreement entered into by the County of Cumberland, New Jersey, hereinafter referred to as the "Employer" and District 65, United Auto Workers of America, 13 Astor Place, New York New York and 157 N. Delsea Drive, Vineland, New Jersey, 08360 hereinafter referred to as the "Union", has as its purpose the harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II

RECOGNITION

The employer recognizes the Union as the designated representative for the purpose of collective negotiations according to law for all full-time and regularly scheduled or permanent part-time employees as per Appendix "A" attached. Also, all new titles which are appropriate to this designated representation, will be included under this contract as they are established by the Employer. Excluded are all other employees including casual or seasonal employees, managerial and/or supervisory employees and confidential employees.

ARTICLE III

MANAGEMENT RIGHTS

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

ARTICLE IV

MAINTENANCE OF STANDARDS

With respect to matters not covered by this Agreement, the County will not seek to diminish or impair during the term of this Agreement, any benefit or privilege provided

by law, rule or regulation for employees without negotiations with the Union; provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the County by the Management Rights clause of this Agreement.

Employees shall retain all civil rights under the New Jersey State and Federal Law.

ARTICLE V

EXISTING LAW

All rights, privileges, prerogatives, duties and obligations of parties contained in the N. J. State Constitution, Title II, Civil Service, of the Revised Statutes of N. J., in its present or amended form, shall be continued during the life of this Agreement.

In the event any portion of this Agreement shall be in conflict with or contravene said Constitution, the Revised Statutes of any other law of the State of New Jersey, or United States, that portion shall be null and void, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE VI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the

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

ARTICLE VII

HEALTH AND SAFETY

The County shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. To that end, a Safety and Health Committee composed of three representatives each from Management and the Union shall be created which shall meet bi-monthly for purposes of reviewing health and safety conditions and making recommendations for their improvement. Such committee shall be responsible for creation of subcommittees to deal with particular problems.

If the County is aware of abnormally dangerous safety or health hazards not known to employees the employees involved shall be told of such hazards, the symptoms of possible exposure, necessary medical tests or treatment and what suggested precautionary steps, if any, should be taken. No employees are expected to perform work which exposes them to abnormally dangerous safety or health hazards.

The County will provide any necessary material, clothing and equipment to do the job safely.

ARTICLE VIII

BULLETIN BOARDS

Bulletin Boards will be made available by the Employer at various locations in the Court House and other permanent work locations for the use of the Union for the purpose of posting Union announcements. Political or derogatory material shall not be posted.

ARTICLE IX

NON-DISCRIMINATION

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

ARTICLE X

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage,

slowdown, walkout or other job action against the County. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenant and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Article XXVI.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County.

ARTICLE XI

UNION VISITATION

Union representatives may visit County facilities for purposes of administering this Agreement provided they sign in advance and contact the appropriate supervisor. There shall be no undue interference with work.

ARTICLE XII

OVERTIME

Employees may be required to work in excess of the hours designated as the normal work week for their class title. Any employee who is authorized or required to work beyond forty (40) hours actual work for his class title shall be compensated by cash at one and one-half times the regular pay. Those employees who receive a paid lunch shall receive straight time for any length of time worked after the normal quitting time up to the length of the meal break. At the Manor, during 1983, overtime shall be paid for work performed in excess of 80 hours actual work in a pay period. Commencing January 1, 1984, overtime at the Manor shall be paid for work performed in excess of 77½ hours actual work in a pay period. Commencing January 1, 1985, overtime at the Manor shall be paid for work performed in excess of 75 hours actual work in a pay period. All thirty-five (35) hours a week employees will be paid cash at time and a half for all hours actually worked over thirty-five (35). Instead of overtime employees may elect to take compensatory time off at the rate of time and one-half if specifically approved by the department head. The compensatory time must be taken within thirty (30) days of the accrual. Effective October 4, 1980 holidays not worked shall be treated as time worked for purposes of calculating overtime.

Part-time employees are those who work less than the standard full time hours per week for that position. Part-time employees are considered to be "hourly" employees and not entitled to overtime pay or compensatory time off. Compensation shall be at a straight time rate for all hours worked up to forty (40) hours and time and a half for all extra hours in any workweek.

Work on the seventh consecutive day worked in a pay period shall be paid at double time.

ARTICLE XIII

SHIFT DIFFERENTIAL

Employees who work the majority of their hours between 6:00 P.M. and 6:00 A.M. will receive a shift differential rate of at least seventeen (17) cents per hour. Those who are receiving a greater differential will not be reduced.

ARTICLE XIV

HOLIDAYS

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

In addition to the aforementioned holiday, the Board will grant a holiday when the Governor, as Chief Executive of the State of New Jersey, declares a holiday for the State employees, providing an adequate previous

notice of such intent is received by the County as to allow an orderly arrangement of County affairs of business; and further, that this holiday be recognized and observed by the Federal Reserve Banking System and Educational Institutions, or when the Board of Chosen Freeholders of the County of Cumberland declares a holiday for all County employees.

Holidays which fall within an employee's vacation period shall be celebrated as soon as possible following the vacation. Holidays which fall on a Saturday shall be celebrated on the preceding Friday; and holidays which fall on a Sunday shall be celebrated on the following Monday. Employees who work the holiday shall be paid for their regular pay and shall receive a day off within 30 days of the holiday worked. If the County prevents the employee from taking a day off within 30 days of the holiday worked, the employee shall receive normal holiday pay instead. { In order to receive holiday pay, the employee must have worked the scheduled work day before and after the holiday unless excused by illness supported by a doctor's excuse or other justifiable cause. }

ARTICLE XV

VACATIONS

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

For employees with less than one year of service:

One (1) working day for each month of service.

After completion of 1 year and up to 5 years . . . 12 days

After completion of 5 years and up to 12 years . . 15 days

After completion of 12 years and up to 20 years . .20 days

After completion of 20 years 25 days

Except for permanent employees, employees cannot take vacation until after 90 days employment.

Where in any calendar year the vacation or any part thereof is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Unused vacation time in excess of four (4) days must be approved for carry over by the Department Head and the Personnel Department.

Employees may take vacations in periods of one-half day increments with the approval of their department head. Employees shall sign up for vacation for the calendar year by the end of the first week in 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.

ARTICLE XVI

SICK LEAVE

Sick leave with pay 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.

1. During the remainder of the calendar year in which an employee is first appointed, he/she will accumulate sick leave privileges as earned on the basis of 1 1/4 day per month of service.

2. In each full calendar year thereafter, he shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established County policy. Such leave earned but not utilized shall be accumulative.

Permanent part-time employees will receive credit in proportion to the amount of time worked. Part-time employees or part time provisional employees shall not be entitled to sick leave.

3. In all cases of illness, whether of short or long term the employee is required to notify his superior of the reason for 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. Failure to so notify the Department Head may be cause of denial of the use of sick leave for that absence and constitute cause of disciplinary action.

4. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness within five (5) days after he returns to work from such illness.

5. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

ARTICLE XVII

DISABILITY LEAVE: OCCUPATIONAL INJURY

When an employee is incapacitated and unable to work because of any occupational injury or disease, as evidenced by certificate of a County designated physician or other doctor acceptable to the County, he shall be granted in addition to his annual sick leave with pay or any accumulations whereof, leave of absence with pay for a period of thirty (30) days or so much thereof as may be required, as evidenced by certificate of the County designated or accepted physician, but not longer than a period of which workmen's compensation payments are allowed.

If at the end of such thirty (30) day period the employee is unable to return to his respective employment, a certificate from the County designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave and vacation accumulated. In the absence of such election only workmen's compensation payments will be paid to the employee after the disability leave period and accumulated sick leave shall not be affected in any manner.

During the thirty (30) day disability leave period in which the full salary or wages of any employee is paid by the County of Cumberland, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the County of Cumberland by the insurance carrier or the employee.

Whenever the County designated or accepted physician shall report in writing that the employee is fit to resume his or her duties, such employee shall forthwith report for duty.

Furthermore, if an employee, during the period of his disability is fit to perform "other" light duties, the County may, at its discretion, allow or require such

employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a County designated physician or other physician acceptable to the County.

Any employee on injury leave, resulting from injury while on duty, shall continue to accrue sick leave credits while his name remains on the payroll.

ARTICLE XVIII

LEAVE OF ABSENCE

A. General Leave

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

B. Personal Leave

1. All employees covered in the contract shall be granted an annual allowance of three (3) days personal leave with pay.

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 cancelled. Unlike other leaves, when an employee separates, there shall be no reduction or repayment of funds for the day already used in the calendar year of separation.

The employee must notify his supervisor at least forty-eight (48) hours in advance except in extreme emergency, whereby the supervisor may waive this requirement. Such personal day will be granted if there is no undue burden upon work requirements. The County will make every reasonable effort to grant employees 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.

C. Funeral Leave

All full-time employees shall be granted a leave of absence not exceeding three (3) days from the date of death to the day of the funeral because of death of a member of their immediate family. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, brother, sister, mother-in-law and father-in-law and members of the family living in the same household with the employee. Proof of death may be required.

D. Leave for attendance at District 65,
UAW Convention

District 65, UAW stewards and local officers (up to a maximum of 7) will be afforded leave with pay up to three (3) days to attend the Annual Convention.

Written notice, from the Union of the authorization of each such delegate to utilize such leave time shall be given to the Employer at least fourteen (14) days in advance of the date of dates of such Convention.

E. Military Service

1. An employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States who is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such leave of absence shall not exceed two (2) weeks.

2. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein with the Armed Forces of this State at the time of war or emergency pursuant to or in connection with the operation

of any system of Selected Service. Employees having only temporary status who went on active duty with the Armed Forces of the United States shall be regarded as having resigned.

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

(a) Performing jury duty

(b) Commanded to appear as a witness and not a party before a Court, Legislative Committee, or Judicial or Quasi Judicial Body, other than in connection with the performance of his duty as employee.

(c) Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.

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

ARTICLE XIX

A. Until its new health plan is put into effect, the Employer shall continue to provide full-time employees and their

dependents with the existing health benefits at no cost to the employee. The benefits provided are the equivalent of the 1420 Series Blue-Cross Blue-Shield, Major Medical through Prudential Insurance Company, the basic Blue-Cross Blue-Shield Optical Plan, Blue-Cross Blue-Shield Basic Dental Plan (Schedule D, \$25 deductible) and Blue-Cross Blue-Shield \$1.00 co-pay prescription plan. These benefits shall continue to be supplied by the 65 Security Plan pursuant to the prior Agreement between the County and the Union executed October 15, 1980 and the letter of October 15, 1980 from Robert S. Hodavance to Mr. Fran Smith which is supplementary thereto.

B. On or before October 1, 1983, the Employer shall establish its new health plan. Under this plan the Employer shall supply eligible employees and their dependents, at no cost to the employee, with the following benefits:

1. Basic medical Coverage with benefits equal to those presently supplied by N. J. Blue Cross-Blue Shield under its PACE policy;

2. Major Medical coverage with benefits equal to those presently supplied through the Employer's major medical contract with Prudential Insurance Co. excepting that the deductibles to be provided shall be lowered to \$100.00 per person and \$175.00 aggregate per family.

3. Optical benefits equal to the present basic Blue Cross-Blue Shield optical plan;

4. Dental benefits equal to the present Blue Cross-Blue Shield Basic Dental Plan plus (Schedule D, \$25 deductible);

5. Prescription drug benefits equal to the present Blue Cross-Blue Shield \$1.00 co-pay prescription drug program;

C. Eligible employees to be covered under the new health plan shall be:

1. All full-time permanent and provisional employees;

2. All permanent and provisional part-time employees who work 20 hours or more per week;

3. All permanent and provisional part-time employees who were actively employed by the County on April 22, 1980 who worked 15 hours or more as of that date and who continue to work 15 hours or more;

D. When an authorized Leave of Absence Without Pay due to illness or other emergency leave is granted, health insurance benefits will be provided by the County for the first thirty (30) days of said leave.

E. Where an employee is injured on the job, health insurance benefits will continue to be provided by the County at its discretion for a period of not to exceed one year from the date of injury providing said injury is recognized as eligible for Workmen's Compensation.

The aforementioned health benefit coverage will become effective ninety (90) days after date of employment.

ARTICLE XX

LIFE INSURANCE

Employer will continue to provide full-time employees with the same life insurance coverage as before. Such coverage shall become affective ninety (90) days after date of employment.

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 at its discretion for a period not to exceed one year from the date of injury provided said injury is recognized as eligible for workmen's compensation.

ARTICLE XXI

CREDITS FOR EMPLOYEES

A. The Employer agrees to relieve the employees' expense of a Physical Examination when it is required by the employer; such as in the case of the County Manor.

B. Mileage Allowance for authorized use of personal automobile will be at the rate of seventeen (17) cents a mile. If mileage allowances are increased for other County employees, such increases will be effective for those under this Agreement.

C. It is agreed that the Employer will pay to all Road Department employees covered by this Agreement, a sum of \$3.50 for each mealtime the employee would normally experience while he was requested to perform emergency work after his normal workday ended such as removing ice and/or snow.

D. Public Health Nurses shall receive the sum of \$25.00 per year as a coat allowance. Said allowances shall be paid on or about December 15 of each year to employees whose name appears as being currently employed.

ARTICLE XXII

RETIREMENT

A permanent employee who enters retirement and has to be 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 severance pay, said payment not to exceed \$6,000.00. This payment shall be paid in a lump sum after the effective date of retirement, or at a mutually agreed time within reason between the retired employee and Employer.

ARTICLE XXIII

SENIORITY

A. Seniority once an employee becomes a permanent employee is defined as an employee's total length of continuous service with the Employer, beginning with his original date of hire, provided that such service was not interrupted except by authorized leave of absence and except as modified by Civil Service. Employees promoted to positions outside this Agreement shall maintain their seniority in prior position for a period of one (1) year.

B. If a question arises concerning two or more employees who were hired on the same date, the following shall apply:

1. If hired prior to the effective date of this agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records.

2. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in accordance with Civil Service Rules and Regulations or in alphabetical order whichever is applicable.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure,

at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Union.

B. Definition

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

Where the grievance involves an alleged violation of rights and privileges specified in Civil Service law and rules for which there is specific appeal to Civil Service, this matter shall be presented to Civil Service directly.

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

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

(i) Employee Grievances

Step 1. The grievance shall be taken up with the employee's Administrative Supervisor, in writing within five (5) working days of the occurrence or within five (5) working days, after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the Supervisor shall then attempt to adjust the matter and shall respond within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing, by the Union and the employee to the Department Head within five (5) working days following the determination of Step 1. The Department Head shall meet with the Union and/or employee and respond in writing within five (5) working days, after the receipt of the grievance.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Union and the employee to the Personnel Committee of the Board of Freeholders in writing within five (5) working days after the response from the Department Head is due. A hearing may be requested before Employer's Personnel Committee.

The Employer's Personnel Committee will render its decision within ten (10) working days.

The Union shall have 30 days after this period to submit the grievance to the American Arbitration Association to be handled in accordance with the normal Rules and Regulations of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall have no authority to render an award which goes beyond the provisions of this agreement. The fees and expenses for the arbitrator shall be shared equally by the parties.

Should employees elect to proceed under this Article they shall not have the right then to proceed on the same grievance within the Civil Service Rules and Regulations. If the employee proceeds under the Civil Service Rules and Regulations he shall have no rights under this Article.

(ii) Employer Grievances

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

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

The Union shall render its decision within 10 working days.

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

ARTICLE XXV

STEWARDS

It is agreed that there shall be one steward representing the following departments or areas:

Road department, engineering and planning board, registered nurses, licensed practical nurses, maintenance-boiler room, laundry, detention, JINS shelter, clerical, security, public health.

There shall be two stewards representing the following areas and/or departments:

- A. Aides
- B. Dietary
- C. Housekeeping
- D. Activity and Therapy in Day Care
- E. Court house, Jail, Office of Aging and Board of Education.

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

notify their supervisor of this need at least two weeks in advance.

ARTICLE XXVI

CHECKOFF

Upon receipt of written authorization from employees the County shall deduct regular union dues initiation fees and assessments. If allowable by law, the County shall upon receipt of written authorization from employees the County shall deduct contributions as set forth in such authorization to the Martin Luther King fund and the District 65 Credit Union.

The County and the Union shall submit to binding arbitration the question of whether employees who have not signed and submitted to the County a written authorization allowing the deduction of regular Union dues, initiation fees and assessments shall be required to pay to the Union a representation fee in lieu of dues in an amount not to exceed 85% of such regular membership dues, fees and assessments. In the event of a determination feasible to the Union, the County shall thereafter deduct said sum from the wages of those employees to the extent allowed under New Jersey law. In the interim, the County shall continue deductions from such employee and shall hold the sums deducted in escrow pending the determination. In the event of a determination favorable to the Union, the County shall forward the proper sum to the Union.

Deductions shall be made in the last pay day of the month and shall be forwarded to the Union no later than the 10th day of the following month. The normal monthly dues applicable to

employees covered under this Agreement as of its effective date is 1 1/4% of the employee's salary.

The Union agrees to indemnify and save the County harmless from any suit or liability arising because of action taken or not taken by County pursuant to this Article.

ARTICLE XXVII

MISCELLANEOUS

1. Perspective applicants referred by the Union for job openings will be considered on an equal basis with other applicants.

2. Job vacancies shall be posted in accordance with Civil Service Rules and Regulations.

3. The Union shall be notified when layoffs are required in order that there may be discussion concerning the transfer of affected employees to other vacant positions.

4. If it is necessary to subcontract work the Union shall be notified in advance of the subcontract which would result in layoffs in order to discuss the reasons for the subcontracting.

5. The Union shall be notified of employees who are discharged.

6. Employees who are promoted from positions within the bargaining unit to positions outside the bargaining unit shall retain their seniority rights for a period of one year.

ARTICLE XXVIII

LONGEVITY

A. Effective January 2, 1985, longevity pay will be paid in accordance with the longevity program adopted by Freeholder Resolution #111 in the year 1970 and any amendments and supplements thereto.

5 - 9 years of service	\$100.00 each year
10 - 14 years of service	200.00 each year
15 - 19 years of service	300.00 each year
20 - 24 years of service	400.00 each year
25 years of service and thereafter.	500.00 each year

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

ARTICLE XXIX

TERMINATION

This Agreement shall be effective as of August 17, 1983 and shall remain in full force and effect until the 31st day of December, 1985 and shall be automatically renewed from year to year thereafter unless either party gives at least sixty (60) days written notice to terminate or modify this Agreement. This Agreement shall remain in full force and effect during this period of negotiations and until the new Agreement is formally agreed to.

APPENDIX A

	<u>ANNUAL RATE</u>
*Account Clerk	\$ 7,556.00
*Account Clerk Typing	7,556.00
Alcohol Counselor	9,200.00
*Assistant Engineer	12,500.00
*Assistant Planner	13,000.00
*Assistant Supt. Wts/Meas.	9,000.00
*Assistant Supv. Sr. Citizens Activities	9,500.00
*Assistant Co. Sup. Wts/Meas.	9,500.00
Auto Mechanic	10,700.00
Building Maintenance Worker	8,000.00
Building Service Foreman M/F	9,800.00
Building Service Worker	7,556.00
Building Service Supervisor	9,500.00
Carpenter	10,700.00
Carpentry Specialist	10,700.00
Children's Supervisor	9,700.00
*Clerk Bookkeeper Typing	7,500.00
*Clerk Stenographer	7,500.00
*Clerk Typist	7,200.00
*Clinic Attendant	8,000.00
*Clinic Clerk	6,700.00
*Clerk Bookkeeper	7,500.00
*Clerk Typing Bilingual	7,200.00

	<u>ANNUAL RATE</u>
Cook	\$ 7,556.00
Cook, Penal Institution	7,556.00
Coordinator, Federal State Aide	9,000.00
*Data Entry Key punch	7,500.00
*Dental Assistant	7,556.00
Electrician	10,000.00
Electrician Repairman	10,500.00
*Engineering Aide	7,600.00
Environmental Therapy Aide	7,639.00
Equipment Operator	10,300.00
*Field Rep Disease Control	9,500.00
*Field Rep Sr. Citizen	8,500.00
Fire & Ambulance Dispatcher	8,000.00
*Field Rep Sr. Cit Day	8,000.00
Food Service Worker	7,565.00
Graduate Nurse Penal Institution	13,600.00
Graduate Nurse	14,600.00
*Graduate Nurse, Public Health	13,600.00
Head Nurse	13,900
*Health Aide	8,500.00
*Health Educator	14,200.00
Heavy Equipment Operator	10,700.00
Institutional Attendant	7,556.00
*Juvenile Detention Officer	9,500.00
Laborer - Roads	9,700.00

	<u>ANNUAL RATE</u>
Laborer - Building	\$ 7,556.00
Laundry Worker	7,556.00
Linen Room Attendant	8,500.00
Mechanic	10,700.00
*Medical Records Clerk	7,556.00
Messenger	8,500.00
*MV Oper Elderly Handicapped	7,500.00
Nursing Care Evaluator	15,000.00
Occupational Therapy Aide	7,639.00
*Omnibus Operator Class I	7,700.00
Omnibus Operator Class II	7,500.00
*Outreach Worker	8,500.00
Painter	8,500.00
*Payroll Clerk Typist	7,556.00
Pharmacists Aide	9,000.00
Physical Therapy Aide	7,639.00
Plumber	9,500.00
Practical Nurse	11,000.00
Practical Nurse License	11,000.00
*Principal Account Clerk	9,100.00
*Principal Clerk Bookkeeper	10,500.00
*Principal Clerk Typist	8,000.00
*Principal Sanitary Inspector	14,500.00
*Principal Engineering Aide	10,500.00
*Principal Planner	12,500.00

	<u>ANNUAL RATE</u>
Radio Dispatcher	\$ 8,093.00
Recreation Leader	9,500.00
Refrigeration Mechanic	10,700.00
Seamstress	7,556.00
*Senior Clerk Typist	7,500.00
*Senior Health Aide	9,000.00
*Site Manager, Nutrition Program Elderly	8,700.00
*Social Service Assistant	7,639.00
*Social Worker	10,700.00
*Social Worker, Aging	11,742.00
*Senior Account Clerk	8,300.00
Senior Building Maintenance Worker	9,000.00
Senior Building Service Worker	8,200.00
Sr. Bridge Repairer	13,000.00
*Sr. Citizen Program Aide	6,700.00
*Sr. Citizen Project Aide	6,700.00
*Senior Clerk Stenographer	8,000.00
*Senior Clerk Typist	7,500.00
*Senior Clerk Bookkeeper	9,500.00
*Senior Clerk Stenographer	8,000.00
Senior Cook	8,500.00
*Sr. Engineering Aide	9,500.00
Sr. Food Service Worker	9,000.00
*Sr. Health Aide, Bilingual	9,000.00
Sr. Juvenile Detention Officer	12,000.00
Sr. Laundry Worker	7,556.00

	<u>ANNUAL RATE</u>
*Senior Planning - Draftsman	\$11,400.00
*Senior Planner	9,500.00
*Sr. Sanitary Inspector	11,500.00
Stationary Engineer	10,500.00
Stationary Fireman	10,500.00
Stock Clerk	7,556.00
Storekeeper	7,556.00
*Supervising Clerk	11,000.00
Teacher, Juvenile Facility	10,500.00
*Telephone Operator Receptionist	7,556.00
*Telephone Operator	6,700.00
*Traffic Analyst	8,200.00
*Traffic Signal Repairer	10,000.00
Truck Driver	10,100.00
Ward Clerk	7,556.00
Youth Group Worker	11,000.00

*INDICATES NORMALLY 35 HOUR WORK WEEK

The annual rates set forth in this Appendix A are the minimum rates for each Job Title. These minimum rates shall be increased on January 1, 1984 in the amount of \$300.00 for each Job Title and shall again be increased on January 1, 1985 in the amount of \$500.00 for each Job Title.

APPENDIX B

1. All Employees employed as of January 1, 1983 and employed on August 5, 1983 shall receive an equivalent of an \$700.00 per year increase in their base salary retroactive to January 1, paid as follows:

\$700.00 divided by 26 pay periods times 15½ pay periods.

2. All employees hired during 1983 and employed as of August 5, shall receive an equivalent of an \$700.00 annual increase in their base salary retroactive to the beginning of the first pay period as follows:

\$700.00 divided by 26 pay periods times the number of pay periods from the beginning of the first pay period after employment until August 5, 1983.

3. Effective July 1, 1983, Employees with three (3) full months or more service shall receive an increase in base salary of \$200.00 per year.

4. Effective January 1, 1984, Employees with three (3) full months or more service shall receive an increase in base salary of \$400.00 per year.

5. Effective July 1, 1984, Employees with three (3) full months or more service shall receive an increase in base salary of \$500.00 per year.

6. Effective January 1, 1985, Employees with three (3) full months or more service shall receive an increase in base salary of \$400.00 per year.

7. Effective July 1, 1985, Employees with three (3) full months or more service shall receive an increase in base salary of \$500.00 per year.

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8. Part-time Employees shall receive pro-rata salary increases as outlined in paragraphs 1, 4, and 6 above.



COUNTY OF CUMBERLAND
BRIDGETON, NEW JERSEY 08302

August 16, 1983

VAN M. SHERMAN
COUNTY COUNSEL

P. O. BOX 186
146 W. BROAD STREET
TELEPHONE 451-3600
TELEPHONE 451-8000

Mr. Fran Smith
District 65, U.A.W.
157 N. Delsea Drive
Vineland, New Jersey 08360

Dear Mr. Smith:

This letter, executed by the County and District 65, confirms several understandings between the parties which supplements the recently negotiated collective bargaining agreement. This will confirm our understanding that all unfair labor practices filed by the County against the Union and by the Union against the County and presently pending at P.E.R.C. are to be dismissed. Further, the County's notice of recall of administration of the present health plan shall be withdrawn and the pending arbitration between U.A.W. and the County pertaining to that notice shall be cancelled. This will also confirm the fact that the classifications of Payroll Supervisor, Legal Stenographer, Prosecutor, Supervisor Telephone Operator, Road Foreman, Senior Engineer, Store Keeper Automotive, Manager Mobile Meals, Supervisor Senior Citizens Activity, Coordinator Bus Operations, Institutional Policeman, Supervisor Data Key Punch Machine Operator, Building Service Supervisor, Assistant Food Supervisors, Principal Clerk Bookkeeper Manor, Chief Stationery Engineer, Pharmacist and Personnel Clerk are excluded from the bargaining unit. Although Mrs. Lillian Dewbury occupies the position of Building Service Supervisor, she may remain in the collective bargaining unit.

It is further agreed that when the County's new health plan is put into effect, on or before October 1, 1983, it will be handled in accordance with the following:

For the first six (6) months of the plan the benefits shall be supplied to those persons who fall within the U.A.W. Bargaining Unit by The 65 Security Plan. At the end of the first six (6) months there shall be a five (5) working-day period when any employee whose benefits are being supplied by The 65 Security Plan shall have the option of selecting in writing to have the County supply those health benefits to him or her. Those employees who do not so select shall continue to have their health benefits supplied by The 65 Security Plan for

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the balance of the duration of the contract. Those employees who have selected to have the County supply their health benefits shall as of the first day of the month thereafter, have their health benefits supplied by the County for the remainder of the duration of the contract.

Until the County's new health plan is put into effect the present existing arrangement for payment to The 65 Security Plan shall continue. Thereafter, for the new plan, the County shall follow procedures like those established for the dual carrier health plan during the prior contract. Initially, the County shall pay to The 65 Security Plan contributions based on an initial estimated rate which shall be adjusted upward or downward to an adjusted final rate.

The estimated rates paid to The 65 Security Plan by the County for the insurance coverage supplied to County employees by The 65 Security Plan pursuant to the agreement shall be at the rates set forth in a letter to you from Sumner Lippincott, Clerk to the Board of Freeholders, dated August 9, 1983 and referenced "Cumberland County Insurance Plan Rates".

The adjusted final rate to be paid by the County to The 65 Security Plan by it will be determined by the County's plan administrator by (1) The cost incurred by the County for each type of self-insured benefit based on its actual claim experience during the preceding year in accordance with generally accepted standards of the insurance industry and/or (2) the cost to the County of any insurance which the County has obtained from any insurance company for any type of or in conjunction with any type of benefit as adjusted by any dividends, refunds or retrospective payments.

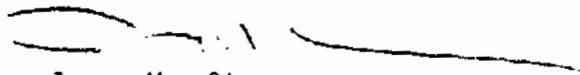
At the end of the first year of the insurance plan and each year thereafter, the County's plan administrator shall readjust the rates paid to The 65 Security Plan for the preceding year in the manner set forth hereinbefore. If this readjustment results in any increase in the County's rates for the insurance coverage the County shall pay over to The 65 Security Plan such increased amount and if there is a decrease in the rate, The 65 Security Plan shall rebate the appropriate sum to the County. Thereafter, the next annual rate shall be based on the preceding year's experience which shall, in like manner, be adjusted annually for increases or rebates, and so on for the duration of the agreement.

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It is further agreed that there may be an initial period of less than a year which it is necessary to use for readjustment of the rates paid The 65 Security Plan in order to align the annual rate period with the insurance premium rating year of any insurance carrier or carriers chosen by the County to provide all or any portion of the insurance or reinsurance of the health benefits in the plan. In such event, the shorter period will be used for the first adjustment of rates, upward or downward, based on the County's experience factor as provided for hereinbefore, and thereafter the annual readjustment period will coincide with the insurance company's rating year.

Sincerely yours,

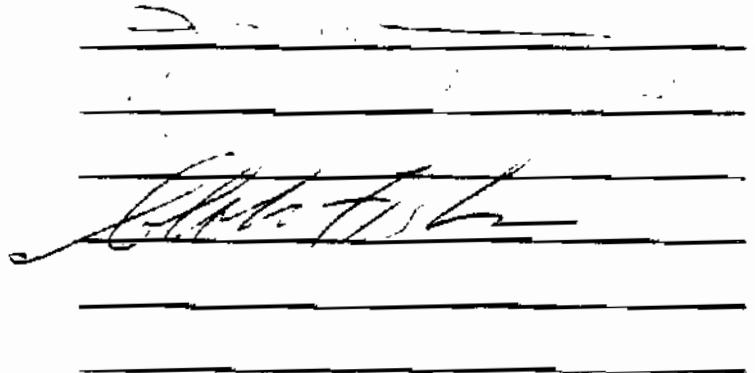


Ivan M. Sherman
County Counsel

IMS:d

AFFIRMED-August 17, 1983
District 65, U.A.W.:

Cumberland County:



AS.