

**AGREEMENT**

**BETWEEN**

**CUMBERLAND COUNTY BOARD OF SOCIAL SERVICES**

**AND**

**CUMBERLAND SUPERVISORS ASSOCIATION**

**JANUARY 1, 2006 – DECEMBER 31, 2008**

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## **PREAMBLE**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between **THE CUMBERLAND COUNTY BOARD OF SOCIAL SERVICES**, hereinafter referred to as the "EMPLOYER", the "BOARD", or "CCBSS" and **CUMBERLAND SUPERVISORS ASSOCIATION**, hereinafter referred to as the "CSA".

## **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the CCBSS in its capacity as an Employer, the Employees, the CSA and the recipients of benefits provided by and through the CCBSS.

The parties recognize that the interests of the community and the employment security of the employees depend upon the Employer's success in establishing proper service to the aforesaid recipients of benefits provided by and through the CCBSS.

To those ends, the Employer and the CSA encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

This Agreement has as its further purpose the harmonious relations between the Employer and the CSA, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, benefits and other terms and conditions of employment.

## **ARTICLE 1. RECOGNITION OF RIGHTS/LIMITATIONS**

### **1.1. Recognition of CSA**

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (*N.J.S.A. 34:13A-1 et seq.*), as amended, the Employer does hereby recognize the CSA as the sole and exclusive representative of all supervisory employees of the CCBSS, excepting that this representation shall not extend to the Director, Deputy Director, Chief of Administrative Services, Administrative Field Office Supervisor, Administrative Supervisor, Assistant Administrative Supervisor, Training Supervisor, Chief Investigator, Chief Clerk, Assistant Chief Clerk, Attorney, Accountant, Senior Accountant, Secretary to the Director, Security Guard, Senior Security Guard, casual, temporary, and seasonal employees, or any other person who is

employed in a confidential position by the Employer or otherwise excluded by law from the Bargaining Unit. A list of employment classifications included in the bargaining unit represented by the CSA herein is attached hereto and made a party hereof as *Appendix I*.

## **1.2. Management Rights**

**a.** The CCBSS hereby reserves and retains unto itself those powers, rights, authority, duties and responsibilities conferred upon and vested in it by law including, but not limited to, the right to (1) manage and administer the affairs and operations of the CCBSS, (2) direct its working forces and operations and (3) hire, promote, assign and discipline employees in accordance with law or the terms and conditions of this Agreement.

**b.** The powers, rights, authority, duties and responsibilities of the CCBSS, as described above, and the exercise of discretion pursuant thereto, shall be limited only by the requirement of conformity with the Laws of the United States of America, the Laws of the State of New Jersey, the rules, regulations and/or directives promulgated by the New Jersey Division of Family Development and the terms of this Collective Bargaining Agreement.

## **1.3. Prohibited Actions**

**a.** During the term of this Agreement, the CSA agrees not to engage in or support any strike, work stoppage, slow - down or other similar concerted action by employees within the Bargaining Unit nor shall any CSA representative engage in any individual action or conduct which has the purpose of inducing said employees to engage in such prohibited activities.

**b.** During the term of this Agreement, the Employer agrees not to seek reprisals, penalize, discipline or otherwise discriminate against any individual CSA representative or employee within the Bargaining Unit as a result of said individual asserting any right conferred upon said individual or the membership as a whole by the terms of this Collective Bargaining Agreement nor shall the Employer or any representative of Employer institute, engage in or support a lock-out of the employees within the Bargaining Unit.

## **ARTICLE 2. CSA REPRESENTATION**

### **2.1. Designation of Representatives.**

**a.** There shall be four (4) duly selected representatives of the CSA from the membership of the Bargaining Unit, at least one of which representatives shall work in the Bridgeton office of the CCBSS.

**b.** The CSA has the exclusive right and discretion in the designation of

Representatives as well as the delineation of their respective responsibilities and authority to act for and on behalf of the CSA.

c. The CSA will provide the Employer with the names of all duly selected Representatives and will promptly notify the Employer of any changes in said designations during the term of this Agreement.

## **2.2. Access to Employees by CSA Representatives.**

a. CSA representatives will have appropriate and reasonable access to employees within the Bargaining Unit for the purpose of administering the Collective Bargaining Agreement and/or related CSA business providing that said activity is confined to non-working hours (prior to and after the scheduled work day, lunch and break periods) unless prior approval is obtained from the appropriate representative of the Employer and said activity does not interfere with the work assignment(s) of the Representative and/or employees.

b. The CSA shall be permitted to conduct meetings with the employees at any office location maintained by Employer, provided that space is available and approval is obtained in advance of the date and time of said meeting from the Director of Welfare.

c. The CSA shall have a bulletin board prominently located in the general working areas in each of the office locations maintained by the CCBSS. The CSA may post any appropriate material pertaining to CSA business, providing that said material is not profane, obscene or defamatory in nature. Materials shall be posted or removed only by a Representative. All postings shall contain the signature of the Representative.

d. Representatives shall have the right to distribute information pertaining to CSA business to employees at their desks or work stations during non-working hours.

e. In order to properly administer the Collective Bargaining Agreement, Representatives may utilize telephone and inter office(s) mail systems with the prior approval of the Director of Welfare.

f. The Employer shall provide a thirty (30) minute orientation session between any new employee and an CSA representative within one (1) month of said employee's date of provisional or promotional appointment. CSA representatives may utilize said session to familiarize said employee with the terms of the Collective Bargaining Agreement as well as related benefits of his or her employment and CSA membership.

## **2.3. Leave for CSA Representatives.**

**a.** A Representative shall be permitted during working hours without loss of pay to investigate and process a grievance on behalf of an employee in the Bargaining Unit and/or represent said employee at a grievance proceeding provided that same does not interfere with the work assignments of said Representative.

**b.** A Representative shall be permitted during working hours without loss of pay to attend approved conferences with appropriate representatives of Employer concerning the administration of the Collective Bargaining Agreement provided that same do not interfere with the work assignments of said Representative.

### **ARTICLE 3. PROHIBITION OF DISCRIMINATION.**

The Employer and the CSA agree that there shall not be any discrimination against any employee within the Bargaining Unit because of race, color, national origin, sex, marital, parental or birth status, age, disability, religion, political affiliation or CSA membership.

### **ARTICLE 4. GRIEVANCE PROCEDURE**

#### **4.1. Definitions.**

**a.** A grievance is a claim by an employee within the Bargaining Unit or the CSA on behalf of the employee(s) based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting such employee or a group of employees within the Bargaining Unit.

**b.** An aggrieved person is the person or persons or the CSA on behalf of the employee(s) making the claim.

**c.** A “party in interest” is the person or persons making the claim, any individual including the CSA on behalf of the employee(s) or the Employer who might be required to take action or against whom action might be taken in order to resolve the claim.

**d.** If a grievance or dispute arises over a matter which is controlled by the New Jersey Department of Personnel, the Employee shall proceed through the New Jersey Department of Personnel for resolution of the matter.

**e.** If federal, state or local law, statute or regulation governs the resolution of an issue raised under this Grievance Procedure, such law, statute or regulation shall govern and this Grievance Procedure shall not apply.



## **4.2. Purpose of Procedure.**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## **4.3. Procedure.**

### **a. Level One - Submission of Grievance to Immediate Administrator**

An aggrieved person shall first submit the grievance in writing to his or her immediate Administrator within ten (10) working days of its occurrence or within ten (10) days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Calculation of the ten (10) day time period set forth shall include the day of occurrence. Failure to so act shall constitute an abandonment of said grievance.

### **b. Level Two - Submission of Grievance to Director of Cumberland County Board of Social Services**

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within ten (10) working days of submission of the grievance, he or she may submit the grievance in writing to the Director of Welfare within ten (10) working days of the decision at Level One or ten (10) working days from the last day on which the decision should have been rendered at Level One, whichever is sooner.

### **c. Level Three - Submission of Grievance to Cumberland County Board of Social Services**

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within ten (10) working days of submission of the grievance at said level, he or she may submit the grievance in writing to the Board of Social Services within ten (10) working days of the decision at Level Two or ten (10) working days from the last day on which the decision should have been rendered at Level Two, whichever is sooner. If the grievance is submitted at least ten (10) days prior to the next regularly scheduled Board meeting, said grievance shall be placed upon the Agenda for said meeting. If the grievance is not submitted at least ten (10) days prior to the next regularly scheduled meeting, the Board of Social Services, in its sole discretion, may choose to place said grievance upon the Agenda for the regularly scheduled meeting subsequent

thereto. The aggrieved person and/or a representative of the CSA may request an appearance before the Board of Social Services.

**d. Level Four - Submission of Grievance to Arbitration**

1. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Three, or if a decision has not been rendered by the Board during the time period provided in *Section 4.3(c)*, above, the aggrieved person may request in writing that the CSA submit the grievance to arbitration. Said request must be submitted to the CSA with notice to the Director of the CCBSS within ten (10) working days of the decision at Level Three or ten (10) working days from the last day on which the decision should have been rendered at Level Three, whichever is sooner.

2. If the CSA determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days of receipt of a request by the aggrieved person.

3. Within fifteen (15) working days of such written notice of submission to arbitration, the Employer and the CSA shall request a list of arbitrators from either the American Arbitration Association or the Public Employees Relations Commission, if applicable. The parties shall then be accordingly bound by the rules and procedures of the American Arbitration Association or the Public Employees Relations Commission whichever has been selected by the parties.

4. The arbitrator's decision shall be in writing and submitted to the Employer and the CSA. Said decision shall be final and binding on the parties.

5. In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

6. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, if applicable, shall be borne equally by the Employer and the CSA. The Employer shall provide the hearing room. Any other expenses incurred including the cost of a transcript, if applicable, shall be paid by the party incurring same.

7. If the arbitrator in his/her sole discretion determines that either party has acted in bad faith, the costs of the arbitration, as described in *Section 4.4(d)(vi)*, above, may be assessed by the arbitrator against said party.

8. If federal, state or local law, statute or regulation governs the resolution of

an issue submitted to an Arbitration, the Arbitrator shall be without authority to hear the grievance.

e. Calculation of any time period herein shall include the day upon which an event takes place, i.e. grievance or response.

#### **4.4. Right of Representation.**

a. Any aggrieved person may represent himself or herself at all stages of the grievance procedure or, at his or her option, by duly authorized CSA representative(s), including counsel retained by the CSA, or retained counsel of the aggrieved person's own choice.

b. If an aggrieved person chooses to retain legal counsel of his or her own choice, as described immediately above, the CSA shall not be responsible for the payment of fees or expenses of said counsel.

#### **4.5. Rights of CSA.**

a. When an employee is not represented by the CSA, the CSA shall receive notice of the decision from the Employer rendered at each level of the grievance procedure.

b. The CSA may continue a grievance through all applicable levels of this procedure even though the aggrieved person does not wish to do so if said grievance affects or has application to a group or class of employees within the Bargaining Unit.

#### **4.6. Miscellaneous.**

a. If, in the sole discretion of the CSA, a grievance affects a group or class of employees within the Bargaining Unit, the CSA may submit such grievance directly to the Director of the Cumberland County Board of Social Services and the processing of such grievance shall commence at Level Two.

b. Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the CSA. Decisions rendered at Level Four shall be in accordance with the procedures set forth in *Section 4.3.d*, above.

c. The time limitations indicated at each level should be considered as maximum limitations and binding upon the parties and every effort should be made to expedite the

process. Said time limitations may, however, be extended by mutual agreement in writing.

**d.** Reprisals of any nature, kind or degree shall not be taken by the Employer or by its representatives, agents, or employees against any party in interest, any representative, any member of the CSA or any other participant in the grievance procedure by reason of such participation.

**e.** Forms for filing grievances, serving notices, taking appeals and other necessary documents shall be prepared jointly by the Director and the CSA and given appropriate distribution so as to facilitate operation of the grievance procedure.

**f.** Any provision contained within this Article or elsewhere in the Collective Bargaining Agreement shall not be construed as requiring the CSA to submit a grievance to arbitration or to represent an employee in any proceedings instituted with the New Jersey Department of Personnel (formerly the New Jersey Civil Service Commission). The CSA's decision to process any grievance at any step or to terminate the grievance proceedings at any step shall be final as to the interests of the grievant and the CSA.

**g.** Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the CSA from pursuing informal efforts with the Employer to effectuate a prompt and amicable resolution of the matter in controversy.

## **ARTICLE 5. SALARY AND RELATED COMPENSATION.**

### **5.1. Salary.**

**a.** The parties acknowledge the existence and continuation during the term of the Collective Bargaining Agreement of a salary program based upon the establishment of a salary range for each employment position classification with specific minimum and maximum rates of pay and intermediate incremental steps for each such classification.

**b.** The parties agree to the following salary increases:

**1.** Effective January 1, 2006, all employees shall have their current salary adjusted in range and step pursuant to the applicable Compensation Schedule set forth in *Appendix II* attached hereto and made a part hereof, said adjustment being a three (3.00%) percent increase to the compensation schedule in effect immediately prior to January 1, 2006;

**2.** Effective January 1, 2007, all employees shall have their current salary adjusted in range and step pursuant to the applicable Compensation Schedule set forth in

*Appendix II* attached hereto and made a part hereof, said adjustment being a three and three-quarters (3.75%) percent increase to the compensation schedule in effect immediately prior to January 1, 2007;

**3.** Effective January 1, 2008, all employees shall have their current salary adjusted in range and step pursuant to the applicable Compensation Schedule set forth in *Appendix II* attached hereto and made a part hereof, said adjustment being a four (4.00%) percent increase to the compensation schedule in effect immediately prior to January 1, 2008;

**c.** Each employee who has not reached the maximum step of the applicable salary range for his or her employment position classification shall receive a merit increase pursuant to the existing increment system in accordance with the applicable Compensation Schedule set forth in the afore-described *Appendix II*.

**d.** New employees hired will be assigned a quarterly anniversary date as follows:

<b>Date of Hire</b>	<b>Anniversary Date</b>
January 2 <sup>nd</sup> -April 1 <sup>st</sup>	April 1 <sup>st</sup> of the following year
April 2 <sup>nd</sup> -July 1 <sup>st</sup>	July 1 <sup>st</sup> of the following year
July 2 <sup>nd</sup> -October 1 <sup>st</sup>	October 1 <sup>st</sup> of the following year
October 2 <sup>nd</sup> -January 1 <sup>st</sup>	January 1 <sup>st</sup> of the second following year

**e.** The parties acknowledges the existence of a performance review system applicable to all employees within the Bargaining Unit, including provision for the denial or withholding of the incremental increase described in *Section 5.1.c* herein based upon an unsatisfactory review as well as appropriate appeal/recourse by an affected employee.

**f.** Anniversary dates for employees on leave without pay, excluding military leave, leave due to a work-related illness or injury, or leave subject to the Family Leave Act, shall change as follows:

1. There will be no change in the anniversary date for employees who are out of work on leave of absence without pay for less than thirty (30) calendar days.

2. If the leave of absence without pay exceeds thirty (30) days, anniversary dates will change as follows:

a. If the leave of absence exceeds 30 calendar days but is less than or equal to

120 calendar days, the anniversary date will change to one (1) quarter later.

b. If the leave exceeds 120 calendar days but is less than or equal to 210 calendar days, the anniversary date will change to two (2) quarters later.

c. If the leave exceeds 210 calendar days but is less than or equal to 300 calendar days, the anniversary date will change to three (3) quarters later.

d. If the leave exceeds 300 calendar days but is less than or equal to 365 calendar days, the anniversary date will change to four (4) quarters later.

## **5.2 Longevity Pay.**

a. Eligible employees within the Bargaining Unit shall receive Longevity Compensation in accordance with that longevity compensation schedule as follows:

<b>Years of Service</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
Five (5) through Nine (9) years	\$1200.00	\$1300.00	\$1400.00
Ten (10) through Fourteen (14) years	\$1350.00	\$1450.00	\$1550.00
Fifteen (15) through Nineteen (19) years	\$1500.00	\$1600.00	\$1700.00
Twenty (20) through Twenty-four (24) years	\$1650.00	\$1750.00	\$1850.00
Twenty-five (25) or more	\$1800.00	\$1900.00	\$2000.00

b. The foregoing Longevity Pay shall be paid to each eligible employee within the Bargaining Unit in a lump sum on the anniversary date of his or her employment based upon continuous employment with the Employer.

## **5.3. Overtime Pay.**

a. All authorized overtime work beyond forty (40) hours in any week by an employee in a fixed work week classification shall be compensated by cash payment at one and one-half (1½) times the employee's hourly rate of pay.

b. All authorized overtime worked between thirty-five (35) hours and forty (40) hours in any week by an employee in an affixed work week classification shall be compensated

either by the granting of compensatory time at straight time for hours so worked or by cash payment at the discretion of the Director of the Board of Social Services. Payment shall be at one (1) times the employee's hourly rate of pay.

c. The foregoing overtime pay shall apply retroactively to all eligible employees appearing on payroll as of the stated effective date of said provision or date of hire, whichever is applicable herein.

d. Any employees within the bargaining unit required by the Employer to work on a recognized holiday shall be compensated by cash payment or the granting of compensatory time at two (2) times the employee's hourly rate of pay per hours worked at the discretion of the employee.

#### **5.4 Annual Salary.**

Salary shall be calculated and paid on an annual basis. Payment shall be by way of bi-weekly payroll, as set forth in Article 6.14. The annual salary shall be allocated on a bi-weekly basis as follows: Annual salary divided by number of bi-weekly pay periods.

### **ARTICLE 6. BENEFITS.**

#### **6.1. Health Insurance Coverage**

a. Eligible employees within the Bargaining Unit and their enrolled dependents shall receive the benefit of participation in the State Health Benefits Plan subject to the provisions of N.J.S.A. Title 52, Chapter 34 and N.J.A.C. Title 17, Chapter 9. The Employer may change insurance carriers provided that said change does not result in any material modification of the current health benefits coverage. The CSA shall have prior notice of any proposed change in insurance carriers to assure that same does not result in any material modification of the current health benefits coverage. Any other modification of the Health Insurance Plan shall not result in a reduction of coverage or other aspects of said benefits and is subject to the requirement of collective bargaining with the CSA and approval by the Division of Family Development.

b. In any instance where an eligible permanent or provisional employee within the Bargaining Unit is granted an approved FMLA/FLA leave without pay, the Employer shall extend and pay the cost of health insurance coverage for said employee and any enrolled dependents pursuant to the FMLA/FLA. In any instance where said approved FMLA/FLA leave, as described above, exceeds the limits specified in the FMLA/FLA Act, or at the beginning of an approved personal leave without pay, the eligible employee may pre-pay the

insurance premiums at group rates necessary to continue such coverage for an additional period as specified under COBRA.

c. The Employer shall grant employees who suffer from a catastrophic health condition or injury and who have exhausted FMLA and/or personal leave an additional three (3) months paid medical benefits at no cost to the eligible employee subject to medical documentation and Board approval. Such benefit is conditioned upon an absence of discipline for chronic or excessive absenteeism, lateness or abuse of leave for a three year period. This benefit shall not be granted more than once during a three year time period.

## **6.2. Prescription Drug Program.**

a. Eligible employees within the Bargaining Unit and their enrolled dependents shall receive prescription drug benefits as provided through the State Health Benefits Plan subject to the deductibles as provided by the State Health Benefits Plan.

b. Each eligible employee shall be provided with an authorization and identification card, a list of participating pharmacies in the program and a brochure describing the details of the program.

c. The Employer may change insurance carriers provided that said change does not result in a material modification of the current prescription benefits or coverage. The CSA shall have prior notice of any proposed change in insurance carriers to assure that same does not result in any material modification of the current prescription benefits or coverage. Any other modification of the Prescription Drug Benefit Program now in effect shall not result in a reduction of coverage or other aspects of said benefits and is subject to the requirement of collective bargaining with the CSA and approval by the Division of Family Development.

## **6.3. Dental Plan.**

a. Eligible employees within the Bargaining Unit and their enrolled dependents shall receive the benefit of participation in the Blue Cross Dental Plan more particularly set forth in *Appendix III*, attached and made a part hereof.

b. Minor dependents shall be defined as per *Appendix III* attached.

c. The Employer may change dental insurance carriers provided that said change does not result in any material modification of the dental benefits or coverage described in *Section 6.3.a* above. The CSA shall have prior notice of any proposed change in dental insurance carriers to assure that same does not result in any material modification of the dental benefits



or coverage described in *Section 6.3.a* above. Any other modification of the Dental Plan described in *Section 6.3.a* above shall not result in a reduction of coverage or other aspects of said benefits and is subject to the requirement of collective bargaining with the CSA and approval by the Division of Family Development.

#### **6.4. Eye Care Program.**

Eligible employees within the Bargaining Unit and their dependents shall receive the benefit of participation in the eye care program as provided by the State Health Benefits Plan.

#### **6.5. Temporary Disability Insurance.**

Eligible employees within the Bargaining Unit shall continue to receive the benefit of participation in the New Jersey Temporary Disability Insurance Plan for public employees subject to the provisions of the afore-described plan and any rules and regulations promulgated thereunder.

#### **6.6. Life Insurance.**

Eligible employees within the Bargaining Unit shall continue to receive the Group Life Insurance Benefits by virtue of the Employer's participation in the Public Employees Retirement System, said benefits being in accordance with the provisions of said Plan and the rules and regulations promulgated thereunder as administered exclusively by the New Jersey Division of Pensions.

#### **6.7. Retirement Benefits.**

**a.** Eligible employees within the Bargaining Unit shall continue to receive the retirement benefits by virtue of the Employer's participation in the Public Employees Retirement System, said benefits being in accordance with the provisions of said Plan and the rules and regulations promulgated thereunder as administered exclusively by the New Jersey Division of Pensions.

**b.** The CCBSS shall provide health benefit coverage through the State Health Benefits Plan for employees and their dependents upon retirement from CCBSS employment, subject to 20% premium co-pay. To be eligible, the retiring employee must:

- 1.** Retire from active employment with the CCBSS under the N.J. State Pension Program; and
- 2.** Be enrolled in the CCBSS Health Insurance Plan; and

**3.** Have at least 25 years of continuous and consecutive employment service with the CCBSS, or at least 20 years of employment service with the CCBSS if a veteran; and

**4.** In addition to the requirements of Article 6.7.b 1 to 3, the retiring employee must be eligible for retirement benefits, including health coverage, pursuant to New Jersey Statute or Regulations, and must have twenty-five years or more of continuous and consecutive service with the Employer.

**5.** The following retired employees shall be excluded from eligibility even though they would otherwise qualify; and

**a.** Employees who although they meet the age eligibility requirement of the Federal Medicare Program are not covered by the Federal Program; and

**b.** Employees who are eligible under a like or similar coverage under another group program covering the employee or his/her spouse; and

**c.** Those employees who are otherwise excluded pursuant to the State Health Benefits Plan.

**6.** All coverage under this plan shall terminate upon the death of the retired employee.

**c.** Subject to the provisions of the New Jersey Civil Service Act, Chapter 112 of Laws of 1986 (*N.J.S.A. 11A:6-16, et seq.*), as amended, and any rules and regulations promulgated thereunder, a permanent eligible employee within the Bargaining Unit who enters retirement pursuant to the provisions of the Public Employee Retirement System shall be entitled to receive payment for accumulated unused sick leave earned during said employee's continuous unbroken service since the most recent date of hire.

**1.** The afore-described payment shall be computed at the rate of one-half ( $\frac{1}{2}$ ) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of said employee's employment prior to the effective date of retirement, provided that no such payment shall have exceeded the sum of Eighteen Thousand (\$18,000.00) Dollars in the year 2006, Nineteen Thousand (\$19,000.00) Dollars in the year 2007 and Twenty Thousand (\$20,000.00) Dollars in the year 2008.

2. The afore-described payment shall be paid to the employee in a lump sum within thirty (30) days of the effective date of retirement. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.

#### **6.8. Tuition Reimbursement Benefit**

a. Eligible participants shall be defined herein as any permanent full-time employee in the continuous employ of the Employer for a period of at least one (1) year who submits an application for tuition reimbursement twenty-one (21) days prior to the commencement of a course of study. It is expressly understood that any application for tuition reimbursement received after the commencement of the course in question will not be eligible for this program.

b. The Employer shall not be obligated to reimburse an applicant for other than the actual tuition cost relating to the course in question and, under any circumstances, the Employer shall not be obligated to reimburse tuition cost in excess of twelve (12) credits per calendar year for undergraduate work, not in excess of ten (10) credit hours for Social Worker recertification and, not in excess of six (6) credit hours for Graduate work per calendar year. Any reimbursement under this sub-section shall not exceed the tuition rate at Rowan University.

c. The tuition reimbursement benefit is applicable only to work-related courses or curriculum requirements and reimbursement shall be paid only upon proof by an eligible employee that he or she received a "B" or numerically equivalent grade or, in the event that the eligible employee received prior approval for a course utilizing only a "pass/fail" grade, proof that the eligible employee received a "pass" grade. Accredited courses that meet the above criteria and are offered on-line are eligible for reimbursement.

d. The Employer shall be obligated to pay no more than \$10,000.00 in tuition reimbursement in any calendar year. Reimbursement shall be allocated on a first submit, first paid basis to employees.

#### **6.9. Mileage Reimbursement/Certificate of Insurance.**

a. Any employee within the Bargaining Unit authorized and required by the Employer to utilize his or her privately owned vehicle for official business shall be reimbursed at the rate of forty (\$.40) cents per mile upon submission of an itemized voucher for same. The Employer shall deny reimbursement if the Employee's itemized voucher is submitted more than sixty (60) days from the date the mileage was incurred.

b. The Employer shall provide to an employee, upon request, a copy of its existing certificate of liability insurance covering any affected employees' privately owned vehicle when said vehicle is used on a regular basis for the business of Employer.

#### **6.10. Unemployment Compensation.**

Eligible employees within the Bargaining Unit shall continue to receive unemployment compensation benefits by virtue of the Employer's participation in the New Jersey Unemployment Compensation Plan, said benefits being in accordance with the provisions of said Plan and subject to the rules and regulations promulgated thereunder.

#### **6.11. Employee-Initiated Group Insurance Benefits.**

Eligible employees within the Bargaining Unit shall have the opportunity to voluntarily purchase various insurance policies on a group participation basis subject to any conditions imposed by the insurance carrier. The cost of said group insurance is to be borne entirely by the employees selecting insurance coverage provided in this program. The Employer will provide a payroll deduction procedure whereby authorized monies may be withheld from the earned salary of affected employees and remitted to said insurance carrier. It is expressly understood that the Employer shall have no responsibility regarding the payment of premiums or administration of said insurance plan other than the aforesaid payroll deduction procedure.

#### **6.12. Public Employee Retirement System Benefit Publication.**

Eligible employees within the Bargaining Unit shall receive from the Employer the publication published by the State of New Jersey setting for those benefits provided employees enrolled in the Public Employee Retirement System. The aforesaid obligation of the Employer is limited by the availability of the aforesaid materials from the State of New Jersey.

#### **6.13. Payroll Deduction Savings Account.**

The Employer shall institute and make available to all employees a payroll-deducted, interest-bearing savings account.

#### **6.14. Bi-weekly Pay, Direct Deposit.**

The CSA agrees that the Employer shall effectuate a bi-weekly payroll (with payroll distributed every other Thursday). The employees may opt upon such reasonable notice as shall be required by the Employer for direct deposit to any recognized financial institution, which direct deposit the Employer shall effectuate.

#### **6.15. Employee Assistance Program.**

The CCBSS shall provide an Employee Assistance Program through Preferential Care Network, Inc., with program components and cost as set forth in *Appendix IV*.

### **ARTICLE 7. LEAVE WITH PAY**

#### **7.1. Personal Leave.**

**a.** Eligible employees within the Bargaining Unit shall be entitled to twenty-one (21) hours of personal leave of absence with pay in each calendar year, said leave credit not to accumulate beyond the calendar year during which said leave was earned by an individual employee.

**1.** Newly hired employees shall be entitled to four (4) hours of personal leave after each full calendar month of employment to a maximum of twenty-one (21) hours during the remainder of said initial calendar year of employment;

**2.** Any remaining Personal Leave in an amount less than one (1) hour shall be taken in that remaining increment. Except for one-half (1/2) day leaves, any personal leave that results in a unit of time other than one (1) hour will be rounded and charged to the next higher hour. One-half (1/2) day leave includes leave for the full morning before or the afternoon subsequent to an assigned alternate lunch period.

**b.** Personal leave may be scheduled in units of one (1) hour or more and may be taken in conjunction with other types of leave as described in this Article.

**c.** Personal leave may be requested by an employee for any personal business and such request be approved and scheduled by the day prior to the leave by the Employer, provided same can be granted without substantial interference with the responsibilities and functions of the Employer. Advance notice may be waived in case of emergency.

**1.** Priority in granting request for personal leave shall be given first for emergent reasons and, thereafter, to observation of religious or other days of celebration not

defined as a holiday in Section 7.2, below.

2. Otherwise, priority will be determined on the basis of seniority.

**7.2. Holiday Leave.**

a. Eligible employees within the Bargaining Unit shall receive the following Holiday Leave:

- |                               |                  |
|-------------------------------|------------------|
| New Year's Day                | Labor Day        |
| Martin Luther King's Birthday | Columbus Day     |
| Lincoln's Birthday            | Election Day     |
| Washington's Birthday         | Veteran's Day    |
| Good Friday                   | Thanksgiving Day |
| Memorial Day                  | Christmas Day    |
| Independence Day              |                  |

b. In addition to the foregoing holidays, employees will not be required to work on the Friday immediately subsequent to Thanksgiving.

c. 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 adequate prior notice of such intent is received by the Board to allow for an orderly arrangement of Board affairs or business, or when the Cumberland County Board of Chosen Freeholders declares a holiday for all County employees.

d. When a holiday occurs on a Sunday, it shall be observed on Monday and when it occurs on a Saturday, it shall be observed on Friday.

**7.3. Vacation Leave.**

a. Eligible employees within the Bargaining Unit shall be granted the following annual vacation leave with pay for and in each calendar year of employment:

Vacation	Eligibility
One (1) working day for each month of employment during the first calendar year of said employment	
Twelve (12) working days	After one (1) year and through five (5) years of employment

Fifteen (15) working days	After five (5) years and through twelve (12) years of employment
Twenty (20) working days	After twelve (12) years and through twenty (20) years of employment
Twenty-five (25) working days	After twenty (20) years of employment.

**b.** Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave.

**c.** Eligible employees within the Bargaining Unit who have been in continuous employment for at least one (1) year may, on written request, made at least twenty (20) working days in advance of said proposed vacation, shall receive such leave in increments of a week of five (5) days (Monday-Friday) in said calendar year upon the approval by the Supervisor and Administrator with consideration of the orderly flow of work within the work unit. Employees who provide at least twenty (20) days notice, as provided above, shall be entitled to receive vacation pay in advance if the vacation period corresponds to a two week pay period and a pay date falls in the week prior to the first vacation week. Employees not seeking advance vacation pay shall be required to request in writing, at least ten (10) working days in advance of proposed vacation leave, such leave, which leave request shall be considered under the same criteria as provided above in this subparagraph. Any overdrawn leave shall be recouped through lump sum payment or ten (10) percent of the weekly gross pay, which shall be effectuated prior to the end of the relevant calendar year by way of lump sum payment or implementation of ten (10) percent withholding. Recoupment shall be mandatory, but the methods of recoupment as set forth herein shall be at the option of the employee. Any overdrawn leave shall be reimbursed to the CCBSS within one (1) year. The CCBSS reserves the right to take appropriate action to recover monies uncollected.

**d.** All vacation requests shall have a written response within ten (10) days of submission of request to Administrator. All reasons for denial of vacation leave must be included on the written response to the employee.

**e.** Once vacation requests have been approved, they cannot later be denied, except in cases of compelling necessity to the Employer. Any rescission of granted vacation request shall be in writing, together with the grounds therefor.

**7.4. Sick Leave.**

**a.** Eligible employees within the Bargaining Unit shall be entitled to the use of sick leave with pay as provided herein.

**1.** In each calendar year of continuous employment, an employee shall be entitled to one-hundred five (105) hours of 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 policies promulgated by the Department of Personnel. Such leave not utilized shall be accumulated from year-to-year.

**2.** Newly hired employees shall accumulate sick leave earned on the basis of seven (7) hours per month of service during said initial year of employment.

**3.** Any overdrawn leave shall be recovered through lump sum payment or ten (10%) percent of the weekly gross pay, which shall be effectuated prior to the end of the relevant calendar year by way of lump sum payment or implementation of ten (10%) percent withholding. Recoupment shall be mandatory but the methods of recoupment as set forth herein shall be at the option of the employee. Any overdrawn leave shall be reimbursed to the CCBSS within one (1) year. The CCBSS reserves the right to take appropriate action to recover monies uncollected.

**b.** Sick leave may be utilized by an employee when he or she is unable to perform his or her work by reason of personal illness, accident or exposure to contagious disease.

**1.** Sick leave may also be used due to a death in an employee's immediate family or for the attendance of the employee upon a member of his or her immediate family who is seriously ill.

**2.** Such sick leave shall not be utilized for any extended period during which an employee serves as a nurse or housekeeper during the period of illness as described above, except as provided under the FMLA/FLA Act.

**c.** In all cases of illness, whether of short or long term, an employee is required to notify his or her Administrator promptly of the reason for absence as of the employee's usual starting time, but in no event later than nine o'clock A.M. or one-half (1/2) hour after the employee's starting time on the day of absence.

**1.** If the duration of the absence exceeds two (2) days, it will be necessary to report said absence to an employee's appropriate Administrator on every third day.

**2.** When it is known that a leave of absence herein will be required for more than ten (10) days, such leave must be requested by an employee in writing to the appropriate Administrator. This request must be accompanied by a signed statement by a physician prescribing the sick leave and giving the reasons for said leave and the anticipated duration



of same.

3. The Employer may require proof of illness of an employee on sick leave.

4. An employee who has been absent on sick leave for a period totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional leave in said year unless such illness is of chronic or recurring nature requiring recurring absences of one (1) day or less in which case an intermittent leave under FMLA shall be initiated. Additional medical documentation or a referral to a medical expert as specified by the Employer may be requested at any time during the period(s) stated above. Failure to follow the above procedures may result in unpaid absences or disciplinary action.

5. An employee who has been absent on sick leave for a period of five (5) or more consecutive days is required to submit acceptable medical evidence upon return to employment.

d. All eligible employees within the Bargaining Unit may request sick leave to be scheduled in units of one (1) hour or multiples thereof for any appropriate and approved reason such as becoming ill while working during the work day or in order to keep a medical appointment which could not be arranged during non-work hours. Only one-half (1/2) days shall result in a one-half (1/2) hour increment being approved and used. When a one-half (1/2) hour unit of sick leave remains as credit, it shall be used with the final remaining increment of sick leave for the calendar year or carried over as credit to the next calendar year. Except for one-half (1/2) day leave, which includes leave for the full morning before or the afternoon subsequent to an assigned alternate lunch period, any sick leave used that results in a unit other than a full hour being used shall be rounded and charged for the next highest hour.

e. An employee must charge such sick leave against his or her accumulated sick leave balance, or, if such employee has no sick leave, he or she may utilize such time against other accrued paid leave time if available, or, alternatively, leave without pay.

### **7.5. Leave for Work-Related Disability.**

a. Subject to the approval of the Board, an employee of the Board who is disabled through injury or illness arising out of, or in the course of their employment (as defined and determined by *N.J.S.A. 34:15-1 et seq.*, New Jersey Compensation Act), and is unable to work, may elect to utilize accumulated sick leave. In lieu of using accumulated sick leave, an employee may elect to request a leave of absence as provided by this article which, if granted, shall not reduce accumulated sick leave. Any employee paid salary or wages due to

utilization of sick leave shall assign to the Employer any workers' compensation award made for temporary disability because of the same injury or illness requiring such leave.

**b.** For a period of ninety (90) calendar days following the date of injury or illness requiring Workers' Compensation leave, if the employee elects not to use sick leave, or sick leave is insufficient to cover this ninety (90) day period, an employee who is disabled as defined above shall be eligible for Workers' Compensation Leave. Workers' Compensation Leave is leave without pay but allows the employee full use of all Workers' Compensation benefits as provided by law. These benefits shall emanate from the Workers' Compensation insurance carrier and will be payable directly to the employee by the carrier.

**c.** After the ninety (90) calendar day period has expired, an approved employee who remains disabled, as defined above, shall begin to receive the full salary to which he/she would otherwise be entitled with no reduction in accumulated sick leave. Full wage benefits paid by the Employer under this paragraph shall terminate after one year from the date of injury or illness. Any such employee who receives such full salary shall assign all temporary Workers' Compensation payments to the Employer.

**d.** For all leaves under this section, the Employer may require that the employee be examined by a physician designated by the Employer to determine the nature, cause and extent of the injury or illness. The cost of such examination shall be paid by the Employer. Failure of the employee to submit to such examination shall disqualify said employee from further benefits under this section and subsequent absences shall be unexcused.

**e.** Any employee who has been granted said leave shall continue to accrue all time and leave benefits and health benefits during the duration of approved leave.

**f.** If an application for leave as described herein is rejected by the Employer, an employee may appeal such rejection in accordance with the rules and regulations promulgated by the Department of Personnel.

#### **7.6. Bereavement Leave.**

**a.** All employees covered by this Agreement shall be entitled to four (4) days paid leave per occurrence for bereavement due to the death of the employee's mother, father, son, daughter, husband, wife, brother, sister or domestic partner.

**b.** All employees covered by this Agreement shall be entitled to two (2) days paid leave per occurrence for bereavement due to the death of the employee's grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-mother, step-

father, step-son, step-daughter, step-brother, step-sister, or any relative residing in the same household with said employee.

c. Said leave shall be required by the individual employee for a time period to commence within one (1) week from the date of death of family member.

d. Said leave shall not be accumulated beyond the calendar year in which an individual employee earned said leave.

e. Bereavement leave shall be payable only to employees who are in active pay status.

f. Documentation of relationship shall be submitted to the Employer upon return from bereavement leave by the employee.

#### **7.7. Jury Duty/Witness Attendance Leave.**

a. Eligible employees within the Bargaining Unit shall be granted leave with pay when they are summoned and perform jury duty as required by law.

1. An employee will not be excused from work for other than the number of days of such jury duty actually performed by an employee.

2. Any salary or wages paid or payable to an employee for such leave shall not be reduced by the amount of compensation received by the employee pursuant to the applicable state statute.

b. Eligible employees within the Bargaining Unit shall be granted leave with pay when they are subpoenaed to appear as a witness in a judicial, legislative or administrative proceeding. Leave with pay shall not be granted when such appearance is as a named party to the litigation unless it is related to their capacity as an employee in the agency. Such leave with pay must be approved in advance by the Director or his or her designate.

1. An employee will not be excused from work for other than the number of days of actual attendance by an employee.

2. Any salary or wages paid or payable to an employee for such leave shall not be reduced by the payment of compensation received by the employee pursuant to the applicable state statute.

c. An affected employee shall notify the Employer immediately of his or her

requirement for the leave described above and subsequently furnish proof that he or she performed the duty for which the leave was requested herein.

### **7.8. Military Training.**

a. Eligible employees within the Bargaining Unit who are members of the National Guard, naval militia or a reserve component of any of the Armed Forces of the United States required to undergo annual field training or annual active duty for training shall be granted leave with pay for such periods as provided by the applicable statute or regulation and shall not exceed two (2) weeks in length for any given year.

b. Said leave shall be in addition to other earned leaves of absences described elsewhere in this Agreement.

### **7.9. Continuation of Benefits.**

Benefits described within this Agreement shall continue to accrue during any approved Leave as defined above, unless there is such coverage or benefit provided the employee from other or alternative sources and then the benefits described herein shall be suspended during said alternative coverage.

## **ARTICLE 8. LEAVE WITHOUT PAY.**

### **8.1. Personal Leave Without Pay.**

a. Eligible employees within the Bargaining Unit, who otherwise do not qualify for leave under the FMLA/FLA Act, may, for reasons satisfactory to the Employer and the Department of Personnel, be granted a personal leave of absence without pay and without service credit for time absent for a period not to exceed six (6) months, provided such leave does not create a hardship for the Employer. An additional period, not to exceed a six (6) month leave, may be granted under the same circumstances by the Employer at its discretion upon re-application by the employee. A provisional employee may, for reasons satisfactory to the Employer and the Department of Personnel, be granted a personal leave of absence without pay and without service credit for time absent for a period of sixty (60) calendar days provided such leave does not create a hardship for the Employer. Any period of FMLA/FLA leave that has been used immediately prior to and in connection with said leave shall be deducted from the six (6) month personal leave period. No personal leave of absence without pay shall become effective without prior approval of the Board and/or the Director.

b. A personal leave of absence or an excused absence will not be granted to an

employee for the purpose of seeking or accepting employment with any other employer, except as may be provided by law.

c. Personal leaves of absence are granted with the understanding that the employee intends to return to his/her Board duties. If an employee fails to return within five (5) consecutive working days after the expiration of the leave or excused absence without notification and approval by the Employer, the employee may be considered to have resigned not in good standing.

d. Employees on leave without pay for more than two weeks in any month will not accrue sick and vacation time.

e. An employee on an approved leave without pay for a period of more than thirty (30) days shall have the option of continuing health benefits at his or her own expense under the group rate as specified under COBRA.

f. Denial of any request for leave of absence by an employee shall not be the subject of a grievance.

## **8.2. Pregnancy/Disability Leave.**

Employee may be entitled to family/medical leave under the federal Family and Medical Leave Act (FMLA) and/or the state Family Leave Act (FLA - *N.J.S.A. 34:11B-1, et seq.*) and administrative regulations promulgated thereunder, Family/Medical Leave granted to an employee shall be without pay. Nothing contained in this paragraph shall prevent an eligible employee from utilizing earned leave with pay in conjunction with leave under the FMLA or FLA.

## **8.3. Child Care Leave.**

Child care leave may be granted by the Employer under the same terms and conditions as all other leaves without pay as stipulated in the federal Family and Medical Leave Act (FMLA) and/or the state Family Leave Act (FLA - *N.J.S.A. 34:11B-1, et seq.*) and administrative regulations promulgated thereunder.

## **8.4. Active Military Service Leave.**

a. An eligible employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for the period of such service and three (3) months thereafter.

1. In case of service-connected illness or wound which prevents said employee from returning to his employment, such leave shall be extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the date of discharge.

2. An employee who voluntarily continues in the military service beyond the time when he or she may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned employment and resigned.

b. A permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted leave of absence for such period of training. Such leave is not considered military leave.

c. An employee with provisional or temporary status who enters upon active duty with the Armed Forces or who, pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) either enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned.

## **8.5. Continuation of Benefits.**

Benefits described within this Agreement shall continue to accrue during any approved Leave as defined above, unless there is such coverage or benefit provided the employee from other or alternative sources and then the benefits described herein shall be suspended during said alternative coverage.

## **ARTICLE 9. HOURS OF WORK/CLOSINGS.**

### **9.1. Hours of Work.**

a. The work week for employees within the Bargaining Unit shall consist of thirty-five (35) hours, consisting of five (5) seven (7) hour work days, Monday through Friday.

b. Employees shall receive two (2) rest periods during each work day, a fifteen (15) minute period during the morning and a fifteen (15) minute period during the afternoon pursuant to past practice.

c. Employees shall receive an unpaid one (1) hour lunch period during each work day.

**d.** Whenever a skeleton crew is necessary to staff the office during an emergency or other partial closing, volunteers will be sought. Compensation for serving as an approved skeleton crew member shall consist of compensation time off on an hour for hour basis.

## **9.2. Overtime.**

**a.** Employees shall receive compensation for hours worked during any work week in excess of thirty-five (35) hours pursuant to *Section 5.3* above.

**b.** Overtime shall be distributed by seniority on a rotational basis by employment classifications within each functional work unit without discrimination provided the eligible employee is capable of performing the required work and said rotational distribution does not impair the Employer's operations.

**c.** Overtime must be approved in advance by the Employer except, in the event of an emergency, said approval may be given retroactively.

## **9.3. Closing Due to Inclement Weather or Emergency.**

**a.** The closing of any office location maintained by the Employer due to inclement weather or an emergency as determined in the sole discretion of the Director of Board of Social Services and the Chairman of the Board of Social Services shall not result in the loss of pay for any eligible employee within the Bargaining Unit.

**b.** The Employer shall cause an announcement of said closing to be broadcast by QBC, the television station designated herein for said announcements, as well as on the Employer's auto-attendance message system.

# **ARTICLE 10. PERSONNEL.**

## **10.1. Seniority.**

**a.** For the purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave and longevity, seniority shall be defined as length of continuous employment with the Agency from date of hire.

**b.** For the purpose of promotions or demotions, seniority shall be defined as length of service from the date of employee's certification by the New Jersey Department of Personnel in his or her current title.

c. For purposes of layoff, seniority shall be defined as the amount of an employee's length of continuous permanent service, in the jurisdiction, regardless of title.

## **10.2. Promotion, Transfer, and Work Assignments.**

### **a. Promotions.**

1. Promotional qualifications and procedures utilized by the Employer will be in accordance with the rules and regulations promulgated by the Department of Personnel.

2. Eligible employees within the Bargaining Unit who are on an approved leave of absence and any employee certified as legally blind shall be notified of all promotional opportunities.

### **b. Transfers.**

Qualifications and procedures for the transfer of an employee from one employment classification to another by the Employer will be in accordance with the rules and regulations promulgated by the Department of Personnel.

### **c. Work Assignments.**

1. Any eligible employee within the Bargaining Unit transferred or assigned to duties outside his or her employment classification for a period in excess of fifteen (15) consecutive calendar days shall receive appropriate compensation on the same basis as if said employee has been provisionally promoted to a classification encompassing said duties.

2. An employee may request a desk audit conducted by the Department of Personnel for any reason other than that stated in sub-paragraph (a), immediately above.

## **10.3. Discipline.**

a. Any disciplinary action including a written reprimand, suspension, fine, demotion or discharge, shall be for just cause, except that demotions or discharges resulting from layoffs/bumping procedures required or permitted by the Department of Personnel.

b. It is expressly understood that all employees are obligated to comply conscientiously with rules and regulations promulgated by the Employer in conformity with the terms of this Agreement and the rules and regulations promulgated by the Department of



Personnel.

c. An employee may be discharged from his or her employment on the basis of moral turpitude, drunkenness, theft, drug abuse, insubordination, fighting or any other reason authorized by the foregoing rules and regulations of the Employer and/or the Department of Personnel.

d. An employee is entitled to have a CSA representative present at any conference or hearing held by the Department of Personnel, any departmental hearing held by the Employer and any conference between an employee and any representative(s) of the Employer which has, as its purpose, the implementation or review of disciplinary action to be taken against an employee. It is understood that said representation will not be required or permitted at any conference which has, as its purpose, counseling, information or instruction.

#### **10.4. Personnel File.**

a. Upon reasonable request, employees shall have the opportunity to examine and review all documentation contained within his or her personnel file. The Employer shall have the right to require said review to take place in the presence of a representative of the Employer at a time specified by the Director of the Board of Social Services. It is expressly understood that said review shall take place only at the relevant office location maintained by the Employer and an employee is not permitted to remove the subject file from said location.

b. An employee shall be provided with a copy of any material, either adverse or derogatory in nature, which is placed in his or her personnel file. Any materials of anonymous origin shall not be placed in any employee's personnel file.

c. An employee shall have the right to file a written response to any material in his or her personnel file, either adverse or derogatory in nature, and such response will be attached to the materials in question and remain in said personnel file.

d. The within provisions shall apply to any file maintained by the Employer with respect to the employment of an individual employee and his or her personnel history regardless of how such file is characterized by the Employer. Any material subject to the provisions herein which is withheld from an employee shall not be the basis for any subsequent disciplinary action.

#### **ARTICLE 11. CIVIL SERVICE.**

This Agreement is intended to comply with the Constitution of the United States and the State of New Jersey, respectively, the New Jersey Employer-Employees Relations Act,

Chapter 303 of the Laws of 1968 (*N.J.S.A. 34:13A-1 et seq.*), as amended, the New Jersey Civil Service Act, Chapter 112 of Laws of 1986 (*N.J.S.A. 11A:6-16 et seq.*), as amended, all other statutes as enacted by the Legislature of the State of New Jersey applicable to public employees regardless of whether said statutes are specifically referred to in this Agreement, the rules and regulations of the New Jersey Public Employment Relations Commission and the rules and regulations of the New Jersey Department of Personnel (formerly The New Jersey Civil Service Commission). In the event there is a conflict between any term or provision of this Agreement and the foregoing statutory or regulatory provisions, it is the expressed intent of the parties that the foregoing statutory and/or regulatory provisions be deemed controlling and binding upon the parties herein.

## **ARTICLE 12. MISCELLANEOUS PROVISIONS.**

### **12.1. Savings Clause.**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees within the Bargaining Unit as established by statute, rule, regulation, resolution, administrative policy, procedure or practice, in force on said date, shall continue to be so applicable during the term of this Agreement.

### **12.2. Severability.**

It is understood and agreed that, if any provision of this Agreement is determined to be contrary to law, such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect, the remaining provisions of this Agreement not being affected thereby.

### **12.3. Breach of Agreement.**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

### **12.4. Embodiment of Agreement.**

This document constitutes the sole and complete agreement between the parties of those terms and conditions governing the employment of employees within the Bargaining Unit as represented by the CSA. The parties acknowledge each has had the respective opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining provided, however, that upon mutual agreement of the parties, which

shall be in writing, the parties may further amplify or interpret the terms and conditions embodied in this Agreement. Any prior commitment or agreement between the Employer and the CSA or any individual employee within the Bargaining Unit is superseded upon execution of the within Agreement.

#### **12.5. Printing/Dissemination of Agreement.**

The Employer shall be responsible for the printing and dissemination of this Collective Bargaining Agreement to each employee in the Bargaining Unit during the term herein.

#### **12.6. Health and Safety Committee.**

The Board 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 Health and Safety Committee composed of one representative each from Management and the CSA shall be created which shall meet quarterly for 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.

#### **12.7. Responsible CSA - Employer Relationship.**

The CCBSS and the CSA recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the CCBSS and the CSA and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the CSA's status as exclusive bargaining representative of all employees covered by this contract and management's role as the CCBSS.

#### **12.8. Employee Training.**

The Board shall endeavor to provide employee cross training regarding job duties and responsibilities. The Training Advisory Committee shall meet to develop and recommend a plan to address the Agency's needs in regard to cross training.

### **ARTICLE 13. TERM OF AGREEMENT.**

**13.1. Term.**

This Agreement shall be in effect from January 1, 2006 until December 31, 2008, and thereafter, unless modified by a subsequent Agreement.

**13.2. Negotiation of Successor Agreement.**

Within ninety (90) days of the expiration date of this Agreement, the parties shall commence negotiations regarding the terms and conditions of a new Agreement. If the Public Employment Relations Commission should modify the afore-described time period in which the parties are obligated to commence negotiations, the time period so modified shall apply herein.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:

CUMBERLAND COUNTY BOARD OF  
SOCIAL SERVICES

\_\_\_\_\_

BY: \_\_\_\_\_  
RICHARD POLHAMUS, Chairman,  
Cumberland County Board of Social Services

ATTEST:

CUMBERLAND SUPERVISORS  
ASSOCIATION

\_\_\_\_\_

BY: \_\_\_\_\_

**APPENDIX I**

<b>EMPLOYMENT CLASSIFICATION</b>	<b>Range</b>
Supervising Clerk	17
Supervising Account Clerk	17
Supervising Clerk Typist	17
Human Services Specialist IV	22
Child Support Supervisor	22
Social Worker Supervisor	22
Social Worker Supervisor (Bilingual)	22

**ARTICLE 13. TERM OF AGREEMENT.**

**13.1. Term.**

This Agreement shall be in effect from January 1, 2006 until December 31, 2008, and thereafter, unless modified by a subsequent Agreement.

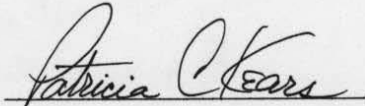
**13.2. Negotiation of Successor Agreement.**


Within ninety (90) days of the expiration date of this Agreement, the parties shall commence negotiations regarding the terms and conditions of a new Agreement. If the Public Employment Relations Commission should modify the afore-described time period in which the parties are obligated to commence negotiations, the time period so modified shall apply herein.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:

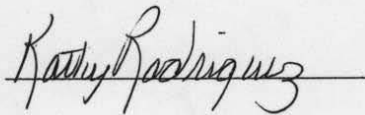
CUMBERLAND COUNTY BOARD OF  
SOCIAL SERVICES

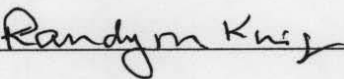
  
\_\_\_\_\_

BY:   
RICHARD POLHAMUS, Chairman,  
Cumberland County Board of Social Services

ATTEST:

CUMBERLAND SUPERVISORS  
ASSOCIATION

  
\_\_\_\_\_

BY:   
\_\_\_\_\_

APPENDIX II

Cumberland County Board of Social Services  
 Compensation Schedule  
 Effective January 1, 2006  
 Annual Salaries

This schedule represents a 3.00% increase over the  
 compensation schedule in effect JANUARY 1, 2005

RANGE	INCRE- MENT	MIN. 1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9th	MAX
03	947	18,934	19,882	20,829	21,777	22,725	23,673	24,621	25,569	26,517	27,465
04	994	19,880	20,877	21,875	22,872	23,870	24,868	25,865	26,863	27,860	28,858
05	1,044	20,872	21,917	22,963	24,008	25,053	26,099	27,144	28,190	29,235	30,281
06	1,096	21,912	23,012	24,113	25,214	26,314	27,415	28,515	29,616	30,717	31,817
07	1,151	23,010	24,166	25,322	26,478	27,634	28,790	29,946	31,101	32,257	33,413
08	1,208	24,163	25,377	26,592	27,807	29,022	30,236	31,451	32,666	33,881	35,095
09	1,269	25,374	26,647	27,921	29,195	30,468	31,742	33,016	34,289	35,563	36,837
10	1,332	26,644	27,978	29,312	30,647	31,981	33,316	34,650	35,984	37,319	38,655
11	1,399	27,974	29,375	30,776	32,176	33,577	34,978	36,378	37,779	39,180	40,580
12	1,468	29,369	30,838	32,307	33,776	35,244	36,713	38,182	39,651	41,120	42,588
13	1,542	30,836	32,382	33,929	35,475	37,021	38,567	40,113	41,659	43,205	44,751
14	1,619	32,377	33,998	35,620	37,241	38,863	40,485	42,106	43,728	45,349	46,971
15	1,700	33,995	35,697	37,400	39,102	40,805	42,507	44,210	45,912	47,615	49,317
16	1,785	35,692	37,483	39,273	41,064	42,855	44,646	46,437	48,228	50,019	51,809
17	1,874	37,477	39,356	41,235	43,115	44,994	46,873	48,752	50,631	52,511	54,390
18	1,968	39,351	41,324	43,297	45,270	47,243	49,216	51,189	53,162	55,135	57,108
19	2,066	41,318	43,389	45,459	47,530	49,601	51,671	53,742	55,813	57,883	59,954
20	2,169	43,383	45,559	47,734	49,910	52,085	54,261	56,436	58,612	60,788	62,963
21	2,278	45,553	47,836	50,118	52,400	54,682	56,965	59,247	61,529	63,812	66,094
:	2,392	47,834	50,230	52,627	55,023	57,419	59,816	62,212	64,608	67,005	69,401
23	2,511	50,225	52,741	55,257	57,773	60,289	62,805	65,321	67,837	70,353	72,869

24	2,637	52,739	55,376	58,014	60,651	63,289	65,926	68,564	71,201	73,839	76,476
25	2,769	55,374	58,146	60,918	63,690	66,462	69,234	72,006	74,777	77,549	80,321
26	2,907	58,139	61,051	63,962	66,874	69,786	72,698	75,609	78,521	81,433	84,345
27	3,052	61,049	64,106	67,163	70,220	73,277	76,335	79,392	82,449	85,506	88,563
28	3,205	64,104	67,312	70,520	73,728	76,936	80,144	83,353	86,561	89,769	92,977
29	3,366	67,312	70,684	74,056	77,428	80,800	84,172	87,543	90,915	94,287	97,659
30	3,534	70,677	74,214	77,752	81,289	84,827	88,364	91,902	95,439	98,977	102,514
31	3,711	74,212	77,928	81,645	85,361	89,077	92,793	96,509	100,225	103,941	107,657
32	3,896	77,923	81,825	85,727	89,629	93,531	97,433	101,335	105,237	109,138	113,040
33	4,091	81,818	85,913	90,008	94,103	98,198	102,294	106,389	110,484	114,579	118,674
34	4,296	85,911	90,212	94,514	98,815	103,116	107,418	111,719	116,020	120,322	124,623
35	4,510	90,205	94,718	99,231	103,744	108,257	112,770	117,283	121,796	126,309	130,822
36	4,736	94,716	99,450	104,184	108,918	113,652	118,385	123,119	127,853	132,587	137,321
	4,972	99,450	104,427	109,404	114,380	119,357	124,334	129,311	134,288	139,264	144,241
38	5,221	104,421	109,643	114,864	120,086	125,308	130,529	135,751	140,972	146,194	151,416

INCREMENT IS 5% OF MINIMUM STEP



Cumberland County Board of Social Services  
 Compensation Schedule  
 Effective January 1, 2007  
 Annual Salaries

This schedule represents a 3.75% increase over the  
 compensation schedule in effect JANUARY 1, 2006

RANGE	INCRE- MENT	MIN. 1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9th	MAX
03	902	19,644	20,627	21,610	22,594	23,577	24,561	25,544	26,528	27,511	28,494
04	1,031	20,625	21,660	22,695	23,730	24,765	25,800	26,835	27,870	28,905	29,940
05	1,083	21,654	22,739	23,824	24,909	25,993	27,078	28,162	29,247	30,331	31,416
06	1,137	22,733	23,875	25,017	26,159	27,301	28,443	29,585	30,727	31,869	33,011
07	1,194	23,873	25,073	26,272	27,471	28,670	29,869	31,069	32,268	33,467	34,666
08	1,253	25,069	26,329	27,589	28,850	30,110	31,370	32,631	33,891	35,151	36,411
09	1,316	26,325	27,647	28,968	30,289	31,611	32,932	34,254	35,575	36,897	38,218
10	1,382	27,643	29,027	30,412	31,796	33,181	34,565	35,949	37,334	38,718	40,105
11	1,451	29,023	30,477	31,930	33,383	34,836	36,289	37,742	39,196	40,649	42,102
12	1,524	30,471	31,995	33,519	35,042	36,566	38,090	39,614	41,138	42,661	44,185
13	1,600	31,993	33,597	35,201	36,805	38,409	40,013	41,617	43,221	44,825	46,429
14	1,680	33,591	35,273	36,956	38,638	40,320	42,003	43,685	45,367	47,050	48,732
15	1,763	35,270	37,036	38,802	40,569	42,335	44,101	45,868	47,634	49,400	51,167
16	1,852	37,030	38,888	40,746	42,604	44,462	46,320	48,178	50,036	51,894	53,752
17	1,944	38,882	40,832	42,782	44,731	46,681	48,631	50,580	52,530	54,480	56,429
18	2,041	40,826	42,873	44,920	46,968	49,015	51,062	53,109	55,156	57,203	59,250
19	2,143	42,868	45,016	47,164	49,312	51,461	53,609	55,757	57,906	60,054	62,202
20	2,251	45,010	47,267	49,524	51,782	54,039	56,296	58,553	60,810	63,067	65,324
21	2,363	47,262	49,629	51,997	54,365	56,733	59,101	61,469	63,837	66,204	68,572
	2,481	49,628	52,114	54,600	57,086	59,573	62,059	64,545	67,031	69,518	72,004
22	2,605	52,108	54,718	57,329	59,939	62,550	65,160	67,770	70,381	72,991	75,601

24	2,736	54,717	57,453	60,189	62,926	65,662	68,399	71,135	73,871	76,608	79,344
25	2,873	57,451	60,327	63,203	66,078	68,954	71,830	74,706	77,582	80,457	83,333
26	3,016	60,319	63,340	66,361	69,382	72,403	75,424	78,445	81,466	84,487	87,508
27	3,167	63,338	66,510	69,682	72,854	76,025	79,197	82,369	85,541	88,712	91,884
28	3,325	66,508	69,836	73,165	76,493	79,822	83,150	86,478	89,807	93,135	96,463
29	3,492	69,836	73,325	76,833	80,331	83,830	87,328	90,826	94,325	97,823	101,321
30	3,666	73,327	76,997	80,667	84,338	88,008	91,678	95,348	99,018	102,689	106,359
31	3,850	76,995	80,851	84,706	88,562	92,417	96,272	100,128	103,983	107,839	111,694
32	4,042	80,845	84,893	88,942	92,990	97,038	101,086	105,135	109,183	113,231	117,279
33	4,244	84,886	89,134	93,383	97,632	101,881	106,130	110,378	114,627	118,876	123,125
34	4,457	89,133	93,595	98,058	102,520	106,983	111,446	115,908	120,371	124,834	129,296
35	4,679	93,588	98,270	102,952	107,634	112,317	116,999	121,681	126,363	131,045	135,728
36	4,913	98,268	103,179	108,091	113,002	117,913	122,825	127,736	132,648	137,559	142,470
	5,159	103,179	108,343	113,506	118,670	123,833	128,997	134,160	139,323	144,487	149,650
38	5,417	108,337	113,754	119,172	124,589	130,007	135,424	140,842	146,259	151,676	157,094

INCREMENT IS 5% OF MINIMUM STEP

Cumberland County Board of Social Services  
 Compensation Schedule  
 Effective January 1, 2008  
 Annual Salaries

This schedule represents a 4.00% increase over the  
 compensation schedule in effect JANUARY 1, 2007

RANGE	INCRE- MENT	MIN. 1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9th	MAX
03	1,021	20,429	21,452	22,475	23,498	24,520	25,543	26,566	27,589	28,611	29,634
04	1,073	21,450	22,527	23,603	24,679	25,756	26,832	27,908	28,985	30,061	31,138
05	1,126	22,521	23,649	24,777	25,905	27,033	28,161	29,289	30,417	31,545	32,673
06	1,182	23,643	24,830	26,018	27,205	28,393	29,581	30,768	31,956	33,143	34,331
07	1,241	24,828	26,075	27,323	28,570	29,817	31,064	32,311	33,558	34,806	36,053
08	1,304	26,071	27,382	28,693	30,004	31,314	32,625	33,936	35,247	36,557	37,868
09	1,369	27,378	28,752	30,127	31,501	32,875	34,250	35,624	36,998	38,372	39,747
	1,437	28,749	30,188	31,628	33,068	34,508	35,948	37,387	38,827	40,267	41,709
11	1,509	30,184	31,696	33,207	34,718	36,230	37,741	39,252	40,763	42,275	43,786
12	1,584	31,690	33,274	34,859	36,444	38,029	39,614	41,198	42,783	44,368	45,953
13	1,664	33,272	34,941	36,609	38,277	39,945	41,613	43,282	44,950	46,618	48,286
14	1,747	34,935	36,684	38,434	40,184	41,933	43,683	45,432	47,182	48,932	50,681
15	1,834	36,680	38,517	40,354	42,191	44,028	45,865	47,702	49,539	51,376	53,213
16	1,926	38,511	40,444	42,376	44,308	46,241	48,173	50,105	52,038	53,970	55,902
17	2,022	40,438	42,465	44,493	46,521	48,548	50,576	52,604	54,631	56,659	58,687
18	2,123	42,459	44,588	46,717	48,846	50,975	53,104	55,233	57,362	59,491	61,620
19	2,229	44,582	46,817	49,051	51,285	53,519	55,753	57,988	60,222	62,456	64,690
20	2,341	46,811	49,158	51,505	53,853	56,200	58,548	60,895	63,242	65,590	67,937
21	2,458	49,152	51,615	54,077	56,540	59,002	61,465	63,927	66,390	68,853	71,315
22	2,581	51,613	54,198	56,784	59,370	61,955	64,541	67,127	69,713	72,298	74,884
23	2,710	54,192	56,907	59,622	62,337	65,052	67,766	70,481	73,196	75,911	78,625

24	2,845	56,905	59,751	62,597	65,443	68,289	71,134	73,980	76,826	79,672	82,518
5	2,987	59,749	62,740	65,731	68,722	71,712	74,703	77,694	80,685	83,676	86,667
26	3,137	62,732	65,874	69,015	72,157	75,299	78,441	81,583	84,724	87,866	91,008
27	3,294	65,872	69,170	72,469	75,768	79,066	82,365	85,664	88,962	92,261	95,560
28	3,458	69,160	72,630	76,091	79,553	83,014	86,476	89,937	93,399	96,860	100,322
29	3,631	72,630	76,268	79,906	83,545	87,183	90,821	94,459	98,098	101,736	105,374
30	3,813	76,260	80,077	83,894	87,711	91,528	95,345	99,162	102,979	106,796	110,613
31	4,004	80,075	84,085	88,094	92,104	96,114	100,123	104,133	108,143	112,152	116,162
32	4,204	84,079	88,289	92,499	96,709	100,920	105,130	109,340	113,550	117,760	121,971
33	4,414	88,281	92,700	97,119	101,537	105,956	110,375	114,793	119,212	123,631	128,050
34	4,635	92,698	97,339	101,980	106,621	111,262	115,904	120,545	125,186	129,827	134,468
35	4,867	97,331	102,201	107,070	111,940	116,809	121,679	126,548	131,418	136,287	141,157
36	5,110	102,199	107,306	112,414	117,522	122,630	127,738	132,846	137,954	143,061	148,169
37	5,365	107,306	112,676	118,046	123,416	128,786	134,156	139,526	144,896	150,266	155,636
38	5,634	112,670	118,305	123,939	129,573	135,207	140,841	146,475	152,109	157,743	163,378

INCREMENT IS 5% OF MINIMUM STEP

**APPENDIX III**

**Dental Insurance Proposal**

**Blue Cross/Blue Shield of New Jersey**

**Dental Benefits**

<b><u>Services</u></b>		<b><u>Payment</u></b>
Preventive and Diagnostic Treatment and Therapy	50%	50%
Prosthodontics	50%	50%*
Orthodontics		50%
Inlays and Crowns		50%
Oral Surgery		50%

Deductible \$25 - Does not apply to Preventive and Diagnostic or Ortho benefits.

**Family Limit 3X**

Annual Maximum	\$3000.
*Ortho Maximum	\$2000.
Children to age 19	
Students to age 23	

Benefits to non-participant dentists are paid at 51% percentile.  
Orthodontia treatment shall be extended to adults, as well as dependent children.

## APPENDIX IV

### Program Components

The cost of the EAP program is \$3.50 per member per month

This cost includes the following:

- Up to three (3) face to face sessions per employee per year
- Coverage for all eligible dependents
- Membership cards and brochures for all employees and their eligible dependents
- One employee orientation per year per site
- Three on-site workshops per year
- Unlimited access to PCN's web-site and on-line services
  - E-mail service
  - Library
  - Self-help resources
  
- Critical Stress Debriefings / three (3) per year

## 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).

Name: Patricia C. Kears

Title: Acting Director, Cumberland County Board of Social Services