

AGREEMENT

BETWEEN

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**THE CUMBERLAND COUNTY
WELFARE AGENCY**

AND

NEW JERSEY CIVIL SERVICE ASSOCIATION

CUMBERLAND COUNTY COUNCIL #18

JANUARY 1, 1993 - DECEMBER 31, 1995

PREPARED BY:

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PREAMBLE

THIS AGREEMENT entered into this _____ day of October, 1993 by and between THE CUMBERLAND COUNTY WELFARE AGENCY, hereinafter referred to as the "EMPLOYER", and NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNTY COUNCIL #18, hereinafter referred to as the "ASSOCIATION".

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 Cumberland County Welfare Agency in its capacity as an Employer, the Employees, the Association and the recipients of benefits provided by and through the Cumberland County Welfare Agency.

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 Cumberland County Welfare Agency.

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

ARTICLE 1. RECOGNITION OF RIGHTS/LIMITATIONS

1.1. Recognition of Association

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 Association as the sole and exclusive representative of all employees of the Cumberland County Welfare Agency, excepting that this representation shall not extend to the Director, Deputy Director, Chief of Administrative Services, Administrative Field Office Supervisor, Administrative Supervisor, Training Supervisor, Chief Investigator, Chief Clerk, Attorney, Accountant, Secretary to the Director, ⁵⁸⁰ security guard or any ~~580~~ *R.P./220* 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 Association herein is attached hereto and made a part hereof as *Appendix 1*.

1.2. Management Rights

a. The Employer 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 Employer, (2) direct its working forces and operations and (3) hire, promote, assign and discipline employees in accordance with law.

b. The powers, rights, authority, duties and responsibilities of the Employer, 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 Association 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 Association 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 Association 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. ASSOCIATION REPRESENTATION

2.1. Designation of Stewards/Alternates.

a. There shall be one (1) duly selected representative of the Association from the membership of the Bargaining Unit, hereafter called "Steward" and one (1) Alternate for each office location maintained by the Employer.

b. The Association has the exclusive right and discretion in the designation of Stewards and Alternates as well as the delineation of their respective responsibilities and authority to act for and on behalf of the Association.

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b. The Association has the exclusive right and discretion in the designation of Stewards and Alternates as well as the delineation of their respective responsibilities and authority to act for and on behalf of the Association.

c. An Alternate will be provided the recognition and privileges afforded a Steward as set forth in this Agreement in any instance where a Steward is unable to perform his or her duties due to absence, illness or employment responsibilities.

d. The Association will provide the Employer with the names of all duly selected Stewards and Alternates and will promptly notify the Employer of any changes in said designations during the term of this Agreement.

2.2. Access to Employees by Association Representatives.

a. Association 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 Association 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 Steward and/or employees.

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

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

e. In order to properly administer the Collective Bargaining Agreement, Stewards 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 Association representative within one (1) month of said employee's date of hire. Association representatives may utilize said session to familiarize said employee with the terms of the Collective Bargaining

c. A request by any employee to terminate the deduction of Association dues from his or her regular pay must be in writing and tendered to the appropriate authorized representatives of the Employer and the Association. Said termination shall be effective as of January 1, next succeeding the date on which the employee has complied with the provisions of this paragraph.

d. Any employee on a leave of absence without pay or on suspension, who has previously signed an authorization for membership dues deduction and has not timely withdrawn said authorization, shall have dues deducted from his or her regular pay in the following full pay period upon return to active employment.

e. The Association hereby indemnifies, saves and holds the Employer harmless against any and all claims, demands, causes of action or other forms of liability arising from or relating to any action taken by the Employer in reliance upon the membership dues deduction authorizations submitted by the Association herein.

2.5. Payroll Deduction of Representation Fee.

a. The purpose of this paragraph is to provide for payment of representation fees as set forth in the New Jersey Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (*N.J.S.A. 34:13A-1 et seq.*), as amended, and any provisions herein which may be inconsistent with said Law shall be deemed to be modified to conform with the then existing statutory requirements and/or the rules and regulations promulgated thereunder.

b. If an employee in the Bargaining Unit is not a member of the Association during the term of this Agreement and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Association during such term or period. The purpose of the representation fee is to provide payment to the Association in lieu of dues for services rendered by the Association which benefit all employees of the Bargaining Unit and thereby offset the costs of services rendered by the Association as majority representative. In order to adequately offset the costs of services rendered by the Association, the representation fee shall be eighty-five (85%) percent of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The foregoing percentage is set forth solely because same is the maximum presently permitted by Law. In the event that the amount of said representation fee is modified by the Legislature, the amount of the representation fee herein will automatically be modified to the maximum then allowed by the Legislature.

c. The Employer shall submit a current list of all employees in the Bargaining Unit to the Association on a monthly basis. The Association shall submit to the Employer a list of those employees in the Bargaining Unit who have not chosen to be members of the Association. The Employer shall deduct from the salary of such

employees in accordance with this *Section 2.5.d*, below, the full amount of the representation fee and shall transmit same promptly to the Association. The Association shall notify the Employer in writing of any change in the list and/or the amount of the representation fee.

d. The Employer shall deduct the representation fee in equal installments, as nearly as possible, from the regular pay of each employee on the aforesaid list during the membership period fixed by the Association. The deduction will begin with the first regular pay of the employee not less than ten (10) days after the receipt of the aforesaid list by the Employer or thirty (30) days after the employee has commenced employment. If an employee previously served in a Bargaining Unit position and continued in the employ of the Employer in a Non-Bargaining Unit position or was on layoff or suspension, said deduction will commence with the first regular pay not less than ten (10) days after the resumption of the employee's employment in a Bargaining Unit position. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be identical to those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction as set forth in *Section 2.4*, above.

e. Pursuant to the following provisions, any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Association a return of any portion of that fee representing the employee's additional pro-rata share of expenditures by the Association that are either in aid of activities or causes of a partisan, political or ideological nature and only incidentally related to the terms and conditions of employment or applied toward the costs of any other benefits available only to members of the Association. The pro-rata share subject to refund shall not reflect the cost of support of lobbying activities designed to foster policy goals in collective bargaining negotiations and contract administration or to secure for the employees advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the Employer.

1. An employee who claims that he or she is entitled to a return of a part or all of the representation fee on the grounds set forth above or otherwise, shall make such a claim in writing to the Association. The written claim shall set forth to the fullest extent possible the facts underlying said claim. All such claims by an employee are waived if not presented to the Association within ninety (90) days of the commencement of the payment of the representation fee. Additionally, claims may only be presented as set forth herein on or before February 1 of each succeeding year or such claims are waived for that calendar year.

2. Within sixty (60) days after receipt of the written claim of an employee as set forth above, the Association shall investigate the claim and prepare and submit to the employee a written response to the claim.

3. If an employee is dissatisfied with the response of the Association, or if the Association fails to respond within the aforesaid sixty (60) days, the employee may appeal to the "Demand and Return" Committee of the Association for a hearing regarding the claim. Such appeal must be submitted to the Committee no later than thirty (30) days after receipt of the response of the Association or no later than ninety (90) days after the initial claim is made if there has been no response by the Association. Any appeal which is not made in a timely fashion shall be deemed waived by the employee. The appeal shall be in writing and shall set forth to the fullest extent possible the facts underlying said appeal.

4. Within sixty (60) days after receipt of the foregoing appeal, the "Demand and Return" Committee shall afford to the employee and the Association a full and fair proceeding with regard to the claim of the employee. Such claim must be based upon the criteria set forth in *Section 2.5.e*, above. The burden of proof shall be on the Association at such proceeding. The Committee shall render its decision within twenty (20) days after the close of said proceedings.

5. If the employee is dissatisfied with the determination of said Committee, he may appeal the matter to the Appeal Board established for this purpose pursuant to the New Jersey Public Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (*N.J.S.A. 34:13A-1 et seq.*), as amended, in accordance with procedures established by the Public Employees Relations Commission.

6. The purpose of the within procedure is to provide for a "demand and return" system through full and fair proceedings placing the burden of proof on the majority representative pursuant to the applicable statutory requirements and any amendments thereto. This procedure is to be liberally construed to be consistent with the statutory requirements and any rules and regulations promulgated thereunder.

f. All notices referred to in the foregoing provisions relating to the representation fee shall be deemed given when mailed to the appropriate party at his, her or its last known mailing address.

ARTICLE 3. PROHIBITION OF DISCRIMINATION.

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

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ARTICLE 4. GRIEVANCE PROCEDURE

4.1. Definitions.

a. A "grievance" is a claim by an employee within the Bargaining Unit or the Association 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 Association 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 Association 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.

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 Supervisor

An aggrieved person shall first submit the grievance in writing to his or her supervisor 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. Failure to so act shall constitute an abandonment of said grievance.

b. Level Two-Submission of Grievance to Director of Welfare

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 Welfare Board

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 Welfare Agency Board 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 Welfare Agency Board, 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 Association may request an appearance before the Welfare Agency Board.

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 Welfare Agency Board during the time period provided in section 4.3(c), above, the aggrieved person may request in writing that the Association submit the grievance to arbitration. Said request must be submitted to the Association with notice to the Director of Welfare 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 Association 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 Association 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 Association. 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 Association. 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.

4.5. 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 Association representative(s), including counsel retained by the Association, 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 Association shall not be responsible for the payment of fees or expenses of said counsel.

4.6. Rights of Association.

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

b. The Association 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.

4.7. Miscellaneous.

a. If, in the sole discretion of the Association, a grievance affects a group or class of employees within the Bargaining Unit, the Association may submit such grievance directly to the Director of Welfare 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 Association.

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 Association 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 Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

f. All meetings and hearings under this procedure shall be conducted in accordance with the applicable provisions of the Open Public Meetings Act, *N.J.S.A. 10:4-6, et seq.*, as amended.

g. Any provision contained within this Article or elsewhere in the Collective Bargaining Agreement shall not be construed as requiring the Association 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 Association'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 Association.

h. Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the Association 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

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discussion

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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, 1993, 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 and one-half (4.5%) percent increase to the compensation schedule in effect immediately prior to January 1, 1993;

2. Effective January 1, 1994, 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 and one-half (4.5%) increase to the compensation schedule in effect immediately prior to January 1, 1994;

3. Effective January 1, 1995, 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 and one-half (4.5%) percent increase to the compensation schedule in effect immediately prior to January 1, 1995;

4. All employees in an employment position classification designated as being on Range 10 or any lesser range shall receive a salary bonus equal to the sum of Three Hundred (\$300.00) Dollars during each year of this Agreement in addition to the foregoing percentage increases;

5. With respect to all employees on the tenth (10th) step as of December 31, 1992, such employees shall receive a two (2%) percent bonus in 1993, all employees on the tenth (10th) step as of December 31, 1993, shall receive a two (2%) percent bonus in 1994, and all employees on the tenth (10th) step as of December 31, 1992, shall receive a two (2%) percent bonus in 1993. ⁵ Employees RP/1780 eligible for such bonus in the respective years of 1993, 1994 or 1995 shall receive such bonus in one year and shall not be eligible for such bonus in subsequent years. This bonus shall be paid prior to January 31, 1994 or January 31, 1995 for those employees who are eligible to receive such bonus in 1994 or in 1995.

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:

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 (1.1/2) 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 affixed work week classification shall be compensated either by the granting of compensatory time at the rate of one and one-half (1) hours for each hour so worked or by cash payment as set forth in *Section 5.3.a*, above, at the discretion of the Director of Welfare.

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.

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 Health Insurance Plan set forth in *Appendix III*. The Employer may change insurance carriers provided that said change does not result in any material modification of the current health benefits or coverage. The Association 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 or 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 Association and approval by the Division of Family Development.

b. Minor dependents will be covered through age nineteen (19) except that coverage for minor dependents through the month of their twenty-third (23) birthday shall be provided when such dependents are enrolled full-time in an institution of higher learning or vocational training, subject to certification, verification and documentation by the employee and/or the health insurance carrier that such minor dependent is enrolled full-time in an institution of higher learning or vocational training and is so enrolled in conformity with the rules and regulations of the health insurance carrier".

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 Pamphlet.

Eligible employees within the Bargaining Unit shall receive from the Employer the pamphlet published by the State of New Jersey setting forth 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.

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. In converting Personal Leave from the "day" method utilized during the term of the previous Collective Bargaining Agreement, an employee shall not lose any portion of his or her earned leave time. 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.

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 shall be approved and scheduled in advance by the Employer, except in emergencies, providing same can be granted without substantial interference with the responsibilities and functions of the Employer.

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. In the event a holiday is enacted by the Legislature or proclaimed by the Governor of the State of New Jersey in addition to those set forth above, then said holiday will be observed by the Employer.

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:

One (1) working day of vacation for each month of employment

during the first calendar year of said employment

Twelve (12) working days of vacation after one (1) year and
through five (5) years of employment

Fifteen (15) working days of vacation after five (5) years and
through twelve (12) years of employment

Twenty (20) working days of vacation after twelve (12) years and
through twenty (20) years of employment

Twenty-five (25) working days of vacation 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 ten (10) working days in advance of said proposed vacation, receive such leave in increments of a week of five (5) days (Monday-Friday) in said calendar year. Any overdrawn leave shall be recovered as soon as possible but no later than the conclusion of said calendar year, or may be reimbursed by having the employee's sick and vacation days reduced in the next calendar year by the number of days overdrawn.

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 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.

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.

c. In all cases of illness, whether of short or long term, an employee is required to notify his or her superior of the reason for absence by nine o'clock A.M. each working days , or such other time as required by the circumstances.

1. If the duration of the absence exceeds two (2) days, it will be necessary to report said absence to an employee's appropriate supervisor 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 supervisor. 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 only one certificate shall be necessary for a period of six (6) months. 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, 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. Eligible employees within the Bargaining Unit disabled because of work-related injury or disease may, upon recommendation of the Employer and approval of the Department of Personnel, be granted a leave of absence with pay from funds appropriated for this purpose and in accordance with rules and regulations promulgated for same.

b. Any part of the salary or wages paid or payable to an employee for such leave shall be reduced by the amount of a worker's compensation award received by the employee under the New Jersey Worker's Compensation Act for temporary disability.

c. Such leave may be granted for a period not to exceed six (6) months from the date of injury or illness and an extension of same not to exceed an additional six (6) months, said leave to be based on medical proof of the injury or illness and the continued disability of such employee.

d. When such leave is granted, an employee shall not be charged ordinary sick leave or vacation. However, if the approved leave expires, an employee may utilize sick leave or vacation if required to remain off duty.

e. 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. Eligible employees within the Bargaining Unit shall be entitled to a bereavement leave of absence with pay due to a death of a member of said employee's immediate family.

b. Immediate family shall be defined as including an employee's father, mother, son, daughter, husband, wife, grandmother, grandfather, brother, sister, foster parents, mother-in-law, father-in-law, son-in-law and daughter-in-law and a relative residing in the same household with said employee.

c. Bereavement Leave, as defined herein, is limited to three (3) days per calendar year, and will not be accumulated beyond the calendar year in which said leave was earned by an individual employee. Said leave shall be requested by the individual employee for a time period to commence within one (1) calendar week from the date of death of a member of said employee's immediate family as defined above.

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 absence 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. General.

a. Eligible employees within the Bargaining Unit, upon written application to the Employer, may be granted leave without pay for a period not to exceed six (6) months and an extension of same not to exceed an additional six (6) months with the approval of the Employer and upon notice to the Department of Personnel.

b. Further leave in exceptional or emergent circumstances may be granted by the Employer where it is in the public interest to do so upon notice to the Department of Personnel.

8.2. Pregnancy/Disability Leave.

a. Eligible employees within the Bargaining Unit, upon the submission of acceptable medical evidence, shall be entitled to pregnancy-disability leave set forth herein.

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 (1 1/2) 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 affixed work week classification shall be compensated either by the granting of compensatory time at the rate of one and one-half (1) hours for each hour so worked or by cash payment as set forth in *Section 5.3.a*, above, at the discretion of the Director of Welfare.

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.

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 Health Insurance Plan set forth in *Appendix III*. The Employer may change insurance carriers provided that said change does not result in any material modification of the current health benefits or coverage. The Association 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 or 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 Association and approval by the Division of Family Development.

b. Minor dependents will be covered through age nineteen (19) except that coverage for minor dependents through the month of their twenty-third (23) birthday shall be provided when such dependents are enrolled full-time in an institution of higher learning or vocational training, subject to certification, verification and documentation by the employee and/or the health insurance carrier that such minor dependent is enrolled full-time in an institution of higher learning or vocational training and is so enrolled in conformity with the rules and regulations of the health insurance carrier".

c. In any instance where an eligible permanent employee within the Bargaining Unit is granted an approved sick leave without pay, the Employer shall extend and pay the cost of health insurance coverage for said employee and any enrolled dependents for a period not to exceed ninety (90) days in a calendar year upon the exhaustion of said employee's accumulated sick leave and vacation leave.

1. In any instance where said approved personal sick leave without pay, as described above, or any extension of same, exceeds the aforesaid ninety (90) days in a calendar year, the affected permanent employee may pre-pay the insurance premiums at group rates necessary to continue such coverage for an additional period not to exceed ninety (90) days in a calendar year.

2. The above coverage will be extended to eligible provisional employees for their own personal illness or injury (not job-related) or pregnancy disability to a maximum of sixty (60) days upon exhaustion of the employee's accumulated sick and vacation leave when the employee is granted an approved sick leave without pay. The Employer will pay the cost of such coverage up to sixty (60) days.

d. The coverage by the Employer as described in *Section 6.1.a* and *Section 6.1.c*, above, shall apply to any eligible provisional employee except that said coverage shall not exceed sixty (60) days upon exhaustion of a provisional employee's accumulated sick and vacation leave.

e. Pursuant to the Health Maintenance Organizations Act, Chapter 337 of the Laws of 1973 (*N.J.S.A. 26:2J-1 et seq.*), as amended, eligible employees may opt to receive medical coverage from an approved Health Maintenance Organization, when available, in lieu of the coverage described in *Section 6.1.a*, above; however the Employer shall not be required to make a contribution greater than the contribution which would otherwise be made for the coverage described in *Section 6.1.a*, above. An employee opting to participate in such alternative coverage will be required to contribute the difference in the cost for such participation.

6.2. Prescription Drug Program.

a. Eligible employees within the Bargaining Unit and their enrolled dependents shall continue to receive the benefit of participation in the Prescription Drug Benefit Program as funded and administered by the Employer in effect immediately prior to the effective date of this Collective Bargaining Agreement, subject to the increased deductible set forth in *Section 6.2(C)*, below.

b. Minor dependents shall be defined as per *Section 6.1.b*, above.

c. Benefits shall continue to be provided through the Hospital Service Plan of New Jersey Prescription Program and subject to the guidelines of the State Health Benefits Commission established pursuant to the provisions of the New Jersey State Health Benefits Program Act, Chapter 12 of the Laws of 1975 (*N.J.S.A. 52:14-17.25 et seq.*), as amended.

d. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the Employer from funds provided for the program subject to specific procedural and administrative rules and regulations which are part of the program and the following deductible provisions:

\$2.00 per prescription/generic brand and renewal;
\$5.00 per name brand and renewal;
\$0.00 when ordering by mail.

e. 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.

f. 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 Association 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 Association 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 IV*, attached and made a part hereof.

b. Minor dependents shall be defined as per *Section 6.1.b*, above.

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 Association 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 Association and approval by the Division of Family Development.

6.4. Eye Care Program

a. Eligible employees within the Bargaining Unit and their dependents, as defined in *Section 6.4.b*; below, shall continue to receive the benefit of participation in the Eye Care Program in effect immediately prior to the effective date of this Collective Bargaining Agreement, subject to the modification set forth in *Section 6.4.b and c*, below;

b. Eligible participants shall be defined herein as any full-time employee in the continuous employ of the Employer for a period of at least ninety (90) days, the spouse of said employee and minor dependents as defined in *Section 6.1.a.2*, above.

c. Each eligible participant shall be entitled to reimbursement on a one-time basis during any two(2) year period during the term of this Collective Bargaining Agreement as follows:

Description	Amount
Regular Prescription/Eyeglasses or Contact Lenses	\$ 30.00
Bifocals/Trifocals	\$ 35.00
Examination by Ophthalmologist or Optometrist	\$ 45.00 or cost of exam, whichever is less

d. A participating employee must submit a receipted bill/invoice for the foregoing items, specifying the type of lens or exam and the name of the person receiving same.

e. Any modification of the Eye Care 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 Association and approval by the Division of Public Welfare.

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. Eligible employees within the Bargaining Unit who have reached the age of sixty (60) years and retire after twenty-five (25) years of service with the Cumberland County Welfare Agency would be provided the medical coverage described in *Section 6.1*, above, as well as all enrolled dependents of said employee. The employee will be responsible for a twenty (20%) percent co-pay obligation of the existing premium and a fifty (50%) percent co-pay obligation of any increase in premium. Said medical coverage would continue until such time as the employee becomes eligible for Medicare benefits. This paragraph shall take effect upon conversion to the medical coverage described in *Section 6.1*. However, with respect to any employee(s) who meets the criteria set forth in this paragraph and who has retired after January 1, 1993, but before the effective date of this agreement, said employee(s) shall be deemed enrolled for medical coverage under this paragraph.

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 (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 sum of Twelve Thousand (\$12,000.00) Dollars.

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 will 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 fifteen (15) credits per calendar year for undergraduate work and not in excess of six (6) credit hours for Graduate work per calendar year.

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 "C" 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.

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 twenty-two cents (\$.22) per mile upon submission of an itemized voucher for same.

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 Pamphlet.

Eligible employees within the Bargaining Unit shall receive from the Employer the pamphlet published by the State of New Jersey setting forth 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.

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;

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 absence 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. General.

a. Eligible employees within the Bargaining Unit, upon written application to the Employer, may be granted leave without pay for a period not to exceed six (6) months and an extension of same not to exceed an additional six (6) months with the approval of the Employer and upon notice to the Department of Personnel.

b. Further leave in exceptional or emergent circumstances may be granted by the Employer where it is in the public interest to do so upon notice to the Department of Personnel.

8.2. Pregnancy/Disability Leave.

a. Eligible employees within the Bargaining Unit, upon the submission of acceptable medical evidence, shall be entitled to pregnancy-disability leave set forth herein.

1. Notification of pregnancy shall be given to the Employer not later than the end of the sixth month of the pregnancy.

2. A pregnant employee shall be permitted to continue to work except for reasons of health and safety or inability to perform her job as indicated by the attending physician in writing.

b. During pregnancy-disability leave, eligible employees may utilize earned leaves of absence described elsewhere in this Agreement but shall not be required to exhaust any accrued leave before taking a leave without pay for pregnancy-disability. However, the employee must exhaust all accrued sick leave prior to being eligible for New Jersey Temporary Disability Insurance.

c. Subject to approval by the Employer, employees entitled to pregnancy-disability leave who are without or have exhausted accrued sick leave, vacation or compensatory time will be granted a leave of absence without pay to the end of the period of pregnancy-disability prescribed above.

1. Said leave without pay may be granted by the Employer upon notice to the Department of Personnel under the same terms and conditions as sick leave or other leaves without pay.

2. Said extended leave will be considered only upon the written request of the employee and submission of a physician's certificate setting forth the need for such leave.

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 Family Leave Act.

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.

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.

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

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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.

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 Welfare and the Chairman of the Welfare Agency Board 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 WSNJ, (107.7 FM/1240 AM), the radio station designated herein for said announcements.

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 employee's length of services from the date of the employee's certification by the New Jersey Department of Personnel in his or her current 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.

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 Welfare and the Chairman of the Welfare Agency Board 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 WSNJ, (107.7 FM/1240 AM), the radio station designated herein for said announcements.

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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 thirty (30) consecutive calendar days shall receive appropriate compensation on the same basis as if said employee had 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 an Association 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 Welfare. 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 Constitutions 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

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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 Association. 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 Association or any individual employee within the Bargaining Unit is superseded upon execution of the within Agreement.

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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.

ARTICLE 13. TERM OF AGREEMENT.

13.1. Term.

This Agreement shall be in effect until December 31, 1995, and year to year thereafter, unless modified by a subsequent Agreement.

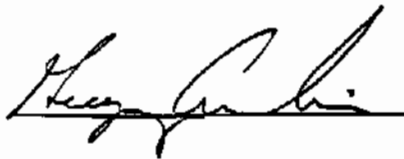
13.2. Negotiation of Successor Agreement.

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 WELFARE
AGENCY



By:



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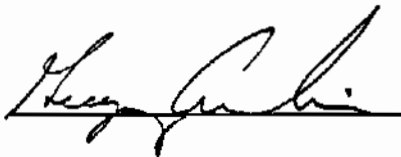
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AGENCY



By: 

ATTEST:

NEW JERSEY CIVIL SERVICE ASSOCIATION,
CUMBERLAND COUNCIL #18

Monica L. Green

By: Ernest N. DiPalma
PRESIDENT

EMPLOYEE REPRESENTATIVE NEGOTIATORS

Charles E Peale

Jeanie Tett

John O. Scott

Larry Pithers

Catherine Romanik

Edward N. Romanik

Subrata Ghanta