

**AGREEMENT**

**BETWEEN**

**CUMBERLAND COUNTY BOARD OF SOCIAL SERVICES**

**AND**

**CUMBERLAND SUPERVISORS ASSOCIATION**

**JANUARY 1, 2009 – DECEMBER 31, 2011**

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## **PREAMBLE**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 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. Except as limited by Article 5.1.b and 5.1.d, 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. Step salary increases shall not occur in 2010 and 2011.

b. The parties agree to the following salary increases:

1. Effective January 1, 2009, 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 two (2.00%) percent increase to the compensation schedule in effect immediately prior to January 1, 2009;

2. Effective January 1, 2010, all employees shall have their current salary adjusted 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, 2010; this shall not include a range and step adjustment;

3. Effective January 1, 2011, all employees shall have their current salary adjusted 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, 2011; this shall not include a range and step adjustment;

c. In the calendar year 2009 only, 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. The CCBSS and the CSA agree that although there shall be no step salary increases in 2010 and 2011, the range and step structure set forth in *Appendix II* shall be retained for promotional purposes and further agree that any step salary increases beyond the end term of this Agreement, i.e. December 31, 2011, shall be subject to negotiation.

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

Date of Hire	Anniversary Date
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

f. In the calendar year 2009 only, the parties acknowledge 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. The parties agree that in 2010 and 2011 the performance review system shall continue to be utilized for purposes other than incremental increases.

g. 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:

Years of Service	2009	2010	2011
Five (5) through Nine (9) years	\$1400.00	\$1400.00	\$1400.00
Ten (10) through Fourteen (14) years	\$1550.00	\$1550.00	\$1550.00
Fifteen (15) through Nineteen (19) years	\$1700.00	\$1700.00	\$1700.00
Twenty (20) through Twenty-four (24) years	\$1850.00	\$1850.00	\$1850.00
Twenty-five (25) or more	\$2000.00	\$2000.00	\$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 aforescribed 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 exceed the sum of Twenty Thousand (\$20,000.00) Dollars.

2. The aforescribed 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 fifty (\$.50) 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 (½) 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 or civil union partner.

b. All employees covered by this Agreement shall be entitled to three (3) days paid leave per occurrence for bereavement due to the death of the employee's grandparents or grandchildren and two (2) days paid leave per occurrence for bereavement due to the death of the employee's 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, 2009 until December 31, 2011, 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 aforescribed 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

WITNESS:

CUMBERLAND SUPERVISORS  
ASSOCIATION

\_\_\_\_\_

BY: \_\_\_\_\_  
RANDY KING, Chairperson  
Cumberland Supervisors Association

APPENDIX I

<b>EMPLOYMENT CLASSIFICATION</b>	Range
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

APPENDIX II

Cumberland County Board of Social Services  
 Compensation Schedule  
 Effective January 1, 2009  
 Annual Salaries

This schedule represents a 2.00% increase over the  
 compensation schedule in effect JANUARY 1, 2008  
 (with step increases)

RANGE	INCRE- MENT	MIN. 1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9th	MAX
03	1,042	20,838	21,881	22,924	23,968	25,011	26,054	27,097	28,140	29,184	30,227
04	1,094	21,879	22,977	24,075	25,173	26,271	27,369	28,467	29,565	30,662	31,760
05	1,149	22,971	24,122	25,272	26,423	27,573	28,724	29,874	31,025	32,176	33,326
06	1,206	24,115	25,327	26,538	27,750	28,961	30,172	31,384	32,595	33,806	35,018
07	1,266	25,325	26,597	27,869	29,141	30,413	31,685	32,958	34,230	35,502	36,774
08	1,330	26,593	27,930	29,267	30,604	31,941	33,278	34,615	35,951	37,288	38,625
09	1,396	27,926	29,328	30,729	32,131	33,533	34,935	36,336	37,738	39,140	40,542
10	1,466	29,323	30,792	32,261	33,729	35,198	36,666	38,135	39,604	41,072	42,543
11	1,539	30,788	32,330	33,871	35,413	36,954	38,496	40,037	41,579	43,120	44,662
12	1,616	32,323	33,940	35,556	37,173	38,789	40,406	42,022	43,639	45,255	46,872
13	1,697	33,938	35,639	37,341	39,043	40,744	42,446	44,147	45,849	47,550	49,252
14	1,782	35,633	37,418	39,203	40,987	42,772	44,556	46,341	48,126	49,910	51,695
15	1,871	37,414	39,288	41,161	43,035	44,909	46,783	48,656	50,530	52,404	54,278
16	1,964	39,282	41,253	43,224	45,195	47,166	49,136	51,107	53,078	55,049	57,020
17	2,062	41,247	43,315	45,383	47,451	49,519	51,588	53,656	55,724	57,792	59,860
18	2,165	43,309	45,480	47,652	49,823	51,995	54,166	56,338	58,509	60,681	62,852
19	2,274	45,474	47,753	50,032	52,311	54,590	56,868	59,147	61,426	63,705	65,984
20	2,387	47,747	50,141	52,536	54,930	57,324	59,719	62,113	64,507	66,902	69,296
21	2,507	50,135	52,647	55,159	57,671	60,182	62,694	65,206	67,718	70,230	72,742
22	2,632	52,645	55,282	57,920	60,557	63,195	65,832	68,469	71,107	73,744	76,382

23	2,764	55,276	58,045	60,814	63,583	66,353	69,122	71,891	74,660	77,429	80,198
24	2,902	58,043	60,946	63,849	66,752	69,654	72,557	75,460	78,363	81,265	84,168
25	3,047	60,944	63,995	67,045	70,096	73,147	76,197	79,248	82,299	85,349	88,400
26	3,199	63,987	67,191	70,396	73,600	76,805	80,010	83,214	86,419	89,623	92,828
27	3,359	67,189	70,554	73,918	77,283	80,648	84,012	87,377	90,742	94,106	97,471
28	3,528	70,552	74,082	77,613	81,144	84,675	88,205	91,736	95,267	98,798	102,328
29	3,704	74,082	77,794	81,505	85,216	88,927	92,638	96,349	100,060	103,771	107,482
30	3,889	77,785	81,679	85,572	89,465	93,359	97,252	101,145	105,039	108,932	112,825
31	4,084	81,677	85,767	89,856	93,946	98,036	102,126	106,216	110,305	114,395	118,485
32	4,288	85,760	90,055	94,349	98,644	102,938	107,232	111,527	115,821	120,116	124,410
33	4,502	90,047	94,554	99,061	103,568	108,075	112,582	117,089	121,596	126,104	130,611
34	4,728	94,552	99,286	104,020	108,754	113,488	118,222	122,956	127,690	132,424	137,158
35	4,964	99,278	104,245	109,212	114,178	119,145	124,112	129,079	134,046	139,013	143,980
36	5,212	104,243	109,453	114,663	119,873	125,083	130,293	135,503	140,713	145,923	151,133
37	5,473	109,453	114,930	120,407	125,885	131,362	136,840	142,317	147,794	153,272	158,749
38	5,746	114,924	120,671	126,417	132,164	137,911	143,658	149,405	155,151	160,898	166,645

INCREMENT IS 5% OF MINMUM STEP



Cumberland County Board of Social Services  
 Compensation Schedule  
 Effective January 1, 2010  
 Annual Salaries

This schedule represents a 3.00% increase over the  
 compensation schedule in effect JANUARY 1, 2009  
 (without step increases)

RANGE	INCRE- MENT	MIN. 1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9th	MAX
03	1,073	21,463	22,538	23,612	24,687	25,761	26,836	27,910	28,985	30,059	31,134
04	1,127	22,536	23,666	24,797	25,928	27,059	28,190	29,321	30,451	31,582	32,713
05	1,183	23,660	24,845	26,030	27,215	28,401	29,586	30,771	31,956	33,141	34,326
06	1,242	24,839	26,087	27,334	28,582	29,830	31,077	32,325	33,573	34,820	36,068
07	1,304	26,085	27,395	28,705	30,015	31,326	32,636	33,946	35,257	36,567	37,877
08	1,370	27,391	28,768	30,145	31,522	32,899	34,276	35,653	37,030	38,407	39,784
09	1,438	28,764	30,207	31,651	33,095	34,539	35,983	37,426	38,870	40,314	41,758
10	1,510	30,203	31,716	33,229	34,741	36,254	37,766	39,279	40,792	42,304	43,819
11	1,586	31,712	33,299	34,887	36,475	38,063	39,651	41,238	42,826	44,414	46,002
12	1,665	33,293	34,958	36,623	38,288	39,953	41,618	43,283	44,948	46,613	48,278
13	1,748	34,956	36,709	38,461	40,214	41,966	43,719	45,472	47,224	48,977	50,729
14	1,835	36,702	38,541	40,379	42,217	44,055	45,893	47,731	49,569	51,408	53,246
15	1,927	38,536	40,466	42,396	44,326	46,256	48,186	50,116	52,046	53,976	55,906
16	2,023	40,460	42,490	44,520	46,550	48,580	50,611	52,641	54,671	56,701	58,731
17	2,124	42,484	44,614	46,744	48,875	51,005	53,135	55,265	57,396	59,526	61,656
18	2,230	44,608	46,845	49,081	51,318	53,555	55,791	58,028	60,264	62,501	64,738
19	2,342	46,838	49,186	51,533	53,880	56,227	58,574	60,922	63,269	65,616	67,963
20	2,459	49,179	51,645	54,112	56,578	59,044	61,510	63,976	66,442	68,909	71,375
21	2,582	51,639	54,226	56,814	59,401	61,988	64,575	67,162	69,749	72,337	74,924
22	2,711	54,224	56,941	59,657	62,374	65,090	67,807	70,523	73,240	75,957	78,673
23	2,847	56,935	59,787	62,639	65,491	68,343	71,195	74,047	76,900	79,752	82,604

24	2,989	59,785	62,774	65,764	68,754	71,744	74,734	77,724	80,714	83,703	86,693
25	3,139	62,772	65,915	69,057	72,199	75,341	78,483	81,625	84,768	87,910	91,052
26	3,295	65,906	69,207	72,508	75,808	79,109	82,410	85,711	89,011	92,312	95,613
27	3,460	69,205	72,670	76,136	79,602	83,067	86,533	89,998	93,464	96,929	100,395
28	3,633	72,668	76,305	79,942	83,578	87,215	90,852	94,488	98,125	101,762	105,398
29	3,815	76,305	80,127	83,950	87,772	91,594	95,417	99,239	103,061	106,884	110,706
30	4,006	80,119	84,129	88,139	92,149	96,159	100,170	104,180	108,190	112,200	116,210
31	4,206	84,127	88,340	92,552	96,765	100,977	105,190	109,402	113,615	117,827	122,040
32	4,417	88,333	92,756	97,180	101,603	106,026	110,449	114,873	119,296	123,719	128,142
33	4,637	92,748	97,390	102,033	106,675	111,317	115,960	120,602	125,244	129,887	134,529
34	4,869	97,388	102,264	107,140	112,016	116,892	121,768	126,644	131,520	136,396	141,272
35	5,113	102,256	107,372	112,488	117,604	122,720	127,836	132,952	138,068	143,183	148,299
36	5,368	107,370	112,736	118,102	123,469	128,835	134,201	139,568	144,934	150,300	155,667
37	5,637	112,736	118,378	124,020	129,661	135,303	140,945	146,586	152,228	157,870	163,512
38	5,919	118,372	124,291	130,210	136,129	142,048	147,968	153,887	159,806	165,725	171,644

INCREMENT IS 5% OF MINMUM STEP

Compensation Schedule  
Effective January 1, 2011  
Annual Salaries

This schedule represents a 3.00% increase over the  
compensation schedule in effect JANUARY 1, 2010  
(without step increases)

RANGE	INCRE- MENT	MIN. 1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9th	MAX
03	1,105	22,107	23,214	24,321	25,427	26,534	27,641	28,747	29,854	30,961	32,068
04	1,161	23,212	24,376	25,541	26,706	27,871	29,035	30,200	31,365	32,530	33,695
05	1,218	24,370	25,591	26,811	28,032	29,253	30,473	31,694	32,914	34,135	35,356
06	1,279	25,584	26,869	28,154	29,439	30,725	32,010	33,295	34,580	35,865	37,150
07	1,343	26,867	28,217	29,566	30,916	32,265	33,615	34,965	36,314	37,664	39,013
08	1,411	28,212	29,631	31,049	32,467	33,886	35,304	36,723	38,141	39,559	40,978
09	1,481	29,626	31,114	32,601	34,088	35,575	37,062	38,549	40,036	41,523	43,011
10	1,555	31,109	32,667	34,225	35,783	37,341	38,899	40,458	42,016	43,574	45,134
11	1,633	32,663	34,298	35,934	37,569	39,205	40,840	42,475	44,111	45,746	47,382
12	1,715	34,292	36,007	37,722	39,437	41,152	42,867	44,582	46,296	48,011	49,726
13	1,800	36,005	37,810	39,615	41,420	43,225	45,031	46,836	48,641	50,446	52,251
14	1,890	37,803	39,697	41,590	43,483	45,377	47,270	49,163	51,057	52,950	54,843
15	1,985	39,692	41,680	43,668	45,656	47,644	49,632	51,620	53,607	55,595	57,583
16	2,084	41,674	43,765	45,856	47,947	50,038	52,129	54,220	56,311	58,402	60,493
17	2,188	43,758	45,953	48,147	50,341	52,535	54,729	56,923	59,118	61,312	63,506
18	2,297	45,946	48,250	50,554	52,857	55,161	57,465	59,769	62,072	64,376	66,680
19	2,412	48,243	50,661	53,079	55,496	57,914	60,332	62,749	65,167	67,585	70,002
20	2,533	50,655	53,195	55,735	58,275	60,815	63,355	65,896	68,436	70,976	73,516
21	2,659	53,188	55,853	58,518	61,183	63,848	66,512	69,177	71,842	74,507	77,171
22	2,793	55,851	58,649	61,447	64,245	67,043	69,841	72,639	75,437	78,235	81,033
23	2,932	58,643	61,580	64,518	67,456	70,393	73,331	76,269	79,207	82,144	85,082
24	3,079	61,578	64,658	67,737	70,817	73,896	76,976	80,055	83,135	86,215	89,294

25	3,233	64,656	67,892	71,128	74,365	77,601	80,838	84,074	87,311	90,547	93,783
26	3,394	67,883	71,283	74,683	78,083	81,482	84,882	88,282	91,682	95,081	98,481
27	3,564	71,281	74,851	78,420	81,990	85,559	89,129	92,698	96,268	99,837	103,407
28	3,742	74,848	78,594	82,340	86,086	89,831	93,577	97,323	101,069	104,814	108,560
29	3,930	78,594	82,531	86,468	90,405	94,342	98,279	102,216	106,153	110,090	114,027
30	4,126	82,523	86,653	90,783	94,914	99,044	103,175	107,305	111,436	115,566	119,696
31	4,333	86,651	90,990	95,329	99,667	104,006	108,345	112,684	117,023	121,362	125,701
32	4,549	90,983	95,539	100,095	104,651	109,207	113,763	118,319	122,875	127,431	131,987
33	4,777	95,531	100,312	105,094	109,875	114,657	119,438	124,220	129,002	133,783	138,565
34	5,016	100,310	105,332	110,355	115,377	120,399	125,421	130,444	135,466	140,488	145,510
35	5,266	105,324	110,593	115,862	121,132	126,401	131,671	136,940	142,210	147,479	152,748
36	5,530	110,591	116,118	121,646	127,173	132,700	138,227	143,755	149,282	154,809	160,337
37	5,806	116,118	121,929	127,740	133,551	139,362	145,173	150,984	156,795	162,606	168,417
38	6,096	121,923	128,020	134,116	140,213	146,310	152,407	158,503	164,600	170,697	176,794

INCREMENT IS 5% OF MINMUM STEP

APPENDIX III

Dental Insurance Proposal

Blue Cross/Blue Shield of New Jersey

Benefits

Services

Payment

Preventive and Diagnostic		50%
Treatment and Therapy	50%	
Endodontics	50%	
Orthodontics		50%*
Fixed Crowns		50%
Surgery		50%

Table 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	

to non-participant dentists are paid at 51% percentile.  
Ortho 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