

Contract no. 807

AGREEMENT BETWEEN
THE CUMBERLAND COUNTY WELFARE AGENCY
AND
NEW JERSEY CIVIL SERVICE ASSOCIATION
CUMBERLAND COUNTY COUNCIL #18

JANUARY 1, 1990 - DECEMBER 31, 1992

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PREAMBLE

THIS AGREEMENT entered into this day of ,
1990 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 com-
munity 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 I. RECOGNITION OF RIGHTS/LIMITATIONS

A. 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, any Management Executive, Administrative Field Office Supervisor, Attorney, Accountant or any person who is employed in a confidential position at the Cumberland County Welfare Agency or otherwise excluded by Law from the bargaining unit. A list of employment titles included in the bargaining unit represented by the Association herein is attached hereto and made a part hereof as Appendix I.

B. Management Rights

(1) 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 (a) manage and administer the affairs and operations of Employer, (b) direct its working forces and operations and (c) hire, promote, assign and discipline employees in accordance with law.

(2)

(2) 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 Public Welfare and the terms of this Collective Bargaining Agreement.

C. Prohibited Actions

(1) During the term of this Agreement, the Association agrees not to engage in or support any strike, work stoppage, slow-down or other similiar 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.

(2) 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 II. ASSOCIATION REPRESENTATION

A. Designation of Stewards/Alternates.

(1) 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.

(2) 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.

(3) An Alternate will be provided the recognition and privileges afforded a Steward, as set forth in this Article, Article IV, (C)(3), (D) and Article IX, (B)(4), in any instance where a Steward is unable to perform his or her duties due to absence, illness or employment responsibilities.

(4) 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.

B. Access to Employees by Association Representatives.

(1) 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.

(2) 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.

(3) 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.

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

(5) 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.

(6) 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 Agreement as well as related benefits of his or her employment and Association membership.

C. Leave for Association Representatives.

(1) A Steward 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 Steward.

(2) A Steward 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 Steward.

(3) Three (3) Stewards shall be permitted during working hours without loss of pay to attend the annual New Jersey Civil Service Association Convention but said paid leave shall not exceed two (2) days annually for each affected Steward. Written notice by the Association, specifying the individual(s) affected, shall be provided the Employer at

least fourteen (14) days prior to the commencement of said convention. A certificate of attendance to said convention shall, upon request, be submitted by the Association representative in attendance. Said leave shall be inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from said convention.

D. Payroll Deduction of Membership Dues.

(1) 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 agrees to deduct from the regular pay of employees included in this Bargaining Unit the membership dues for the Association provided a dues deduction card, supplied by the Association in conformity with statutory requirements and signed by the employee, is submitted to the Employer. It is further agreed that the Employer shall remit such deductions to the Association prior to the tenth (10th) day of the month following any month during which such deductions have been made by the Employer.

(2) The Association shall certify to the Employer the amount of said membership dues to be so deducted and, if there shall be any change in the rate of membership dues during the term of this Agreement, the Association shall furnish to the Employer written notice of same thirty (30) days prior to the effective date of such change.

(3) 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 repre-

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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.

(4) 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.

(5) 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.

E. Payroll Deduction of Representation Fee.

(1) 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.

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(2) 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.

(3) 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 sub-paragraph (4), below, the full amount of the representation fee and shall

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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.

(4) 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 paragraph (D), above.

(5) 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 represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the Employer.

(a) 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.

(b) 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.

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(c) 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.

(d) 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 sub-paragraph (5) herein. 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.

(e) 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.

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(f) 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.

(6) 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 III. 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.

ARTICLE IV. GRIEVANCE PROCEDURE

A. Definitions

(1) 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.

(2) An "aggrieved person" is the person or persons or the Association on behalf of the employee(s) making the claim.

(3) 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.

B. 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.

C. Procedure

(1) Level One-Submission of Grievance to
Supervisor

An aggrieved personal 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.

(2) 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.

(3) Level Three-Submission of Grievance to
Welfare Agency 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) days 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) 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.

(4) Level Four-Submission of Grievance to Arbitration

(a) 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 sub-paragraph (c)(3), 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. If the

Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) working days of receipt of a request by the aggrieved person.

(b) Within ten (10) 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.

(c) 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.

(d) 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.

(e) 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.

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(f) 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 sub-paragraph (e), above, may be assessed by the arbitrator against said party.

D. Right of Representation

(1) 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.

(2) 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.

E. Rights of Association

(1) 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.

(2) 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.

F. Miscellaneous

(1) 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.

(2) 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 subparagraph (C)(4)(c), above.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

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ARTICLE V. SALARY AND RELATED COMPENSATION

A. SALARY

(1) 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.

(2) The parties agree to the following salary increases:

(a) Effective January 1, 1990, 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, 1990;

(b) Effective January 1, 1991, 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, 1991;

(c) Effective January 1, 1992, 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, 1992;

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(d) 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;

(e) Effective January 1, 1991, an additional step shall be added to the salary range for each employment position classification set forth in the Compensation Schedule in effect immediately prior to January 1, 1991.

(3) 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.

(a) New employees hired will be assigned a quarterly anniversary date as follows:

<u>Date of Hire</u>	<u>Anniversary Date</u>
January 2-April 1	April 1 of the following year
April 2-July 1	July 1 of the following year
July 2-October 1	October 1 of the following year
October 2-January 1	January 1 of the second following year

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(b) The parties acknowledges the establishment 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 sub-paragraph (3) herein based upon an unsatisfactory review as well as appropriate appeal/recourse by an affected employee.

(c) The parties further acknowledge that specifics of the aforesaid performance review system and aspects of the implementation of same are subject by law to the requirement of collective bargaining.

(4) The parties agree to the following range changes as incorporated in the afore-described Appendix I:

(a) Effective January 1, 1991, any employment classification position designated as being on range twelve (12) will be increased one range to range thirteen (13);

(b) Effective January 1, 1991, any employment classification position designated as being on range fifteen (15) will be increased one range to range sixteen (16);

(c) Effective July 1, 1992, any employment classification position designated as being on range seventeen (17) will be increased one range to range eighteen (18);

(d) Effective January 1, 1991, any employment classification position designated as being on range eighteen (18) will be increased one range to range nineteen (19);

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(e) Effective January 1, 1991, any employment classification position designated as being on range twenty-one (21) will be increased one range to range twenty-two (22).

(5) The foregoing salary provisions shall apply retroactively to all eligible employees appearing on payroll as of the stated effective date of said salary provisions or date of hire, whichever is applicable herein.

B. LONGEVITY PAY

(1) Effective January 1, 1990 and continuing through the term of this Agreement, eligible employees within the Bargaining Unit shall receive Longevity Compensation in accordance with that longevity compensation schedule in effect immediately prior to January 1, 1990, as follows:

<u>Years of Service</u>	<u>Amount</u>
(a) Five (5) through Nine (9)	\$350.00
(b) Ten (10) through fourteen (14)	\$450.00
(c) Fifteen (15) through nineteen (19)	\$550.00
(d) Twenty (20) through twenty-four (24)	\$650.00
(e) Twenty-Five (25) or more	\$750.00

(2) 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.

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(3) The Longevity Pay effective January 1, 1990, as set forth in sub-paragraph (1), above, shall apply retroactively to all eligible employees appearing on payroll as of the stated effective date of said provision.

C. Overtime Pay

(1) 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.

(2) 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 (1½) hours for each hour so worked or by cash payment as set forth in sub-paragraph (1), above, at the discretion of the Director of Welfare.

(3) 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 VI. BENEFITS

A. HEALTH BENEFITS

(1) Health Insurance Coverage

(a) Eligible employees within the Bargaining Unit and their enrolled dependents shall continue to receive the benefit of participation in the Health Insurance Plan in effect immediately prior to the effective date of this Collective Bargaining Agreement. 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 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.

(b) In any instance where an eligible permanent employee within the Bargaining Unit is granted an approved personal 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 upon the exhaustion of said employee's accumulated sick leave and vacation leave.

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(c) In any instance where the approved personal sick leave without pay, as described in sub-paragraph (b), above, or any extension of same, exceeds the aforesaid ninety (90) days, 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.

(d) 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.

(e) The coverage by the Employer as described in sub-paragraphs (a) and (b), 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.

(f) 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 sub-paragraph (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 sub-paragraph (a), above. An employee opting to participate in such alternative coverage will be required to contribute the difference in the cost for such participation.

(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 in effect immediately prior to the effective date of this Collective Bargaining Agreement, said program being funded and administered by the Employer, subject to the increase in the deductible provision set forth in sub-paragraph (c), below.

(b) 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.

(c) 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 a deductible provision which shall not exceed \$2.00 per prescription or renewal of such prescription and further subject to specific

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procedural and administrative rules and regulations which are part of the program.

(d) 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.

(e) 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 Public Welfare.

(3) Dental Plan

(a) Eligible employees within the Bargaining Unit and their enrolled dependents shall receive the benefit of participation in the Delta Dental Plan of New Jersey, Inc., Program I, with a twenty-five (\$25.00) dollar deductible per eligible employee per calendar year and a seventy-five (\$75.00) dollar family maximum aggregate deductible per calendar year. The parties acknowledge that agreement upon the aforesaid Dental Plan has been based upon a proposal presented by Allen

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Associates dated February 13, 1990, said proposal being incorporated by reference hereto.

(b) 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 sub-paragraph (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 sub-paragraph (a), above. Any other modification of the Dental Plan described in sub-paragraph (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 Public Welfare.

(4) Eye Care Program

(a) Eligible employees within the Bargaining Unit and their dependents, as defined in sub-paragraph (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 increased reimbursement set forth in sub-paragraph (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 the unmarried children of said employee under the age of twenty-three (23) years residing with the employee.

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

<u>Description</u>	<u>Amount</u>
Regular Prescription/Eyeglasses or Contact Lenses	\$ 30.00
Bifocals/Trifocals	\$ 35.00
Examination by Ophthalmologist or Optometrist	\$ 45.00 or cost 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.

B. 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.

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C. 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.

D. Retirement Benefits

(1) 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.

(2) Eligible employees within the Bargaining Unit who retire after twenty-five (25) years or more of service, except those who elect deferred retirement, or eligible employees within the Bargaining Unit who retire due to a disability, will continue to receive, for his or her benefit and the benefit of any enrolled dependents, the medical coverage as described in sub-paragraph (A)(1), above, until (a) the age of sixty-five (65) years, (b) the granting of comparable coverage through Medicare or Medicaid or (c) subsequent employment, whichever is earlier. It is expressly understood

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that the continuation of said coverage is conditioned upon the payment of the relevant group premium by the individual employee.

(3) Subject to the provisions of the New Jersey Civil Service Act, Chapter 112 of Laws of 1986 (N.J.S.A. 11A:6-16), 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.

(a) The afore-described payment shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of said employee's employment prior to the effective date of retirement, provided that no such payment shall exceed the sum of Nine Thousand (\$9,000.00) Dollars, prior to January 1, 1992, or the sum of Twelve Thousand (\$12,000.00) Dollars on or after January 1, 1992.

(b) 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.

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E. Tuition Reimbursement Benefit

(1) Eligible employees within the Bargaining Unit shall continue to receive the benefit of participation in the Tuition Reimbursement Program.

(2) Eligible participants shall be defined herein as any 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 said course. 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.

(3) 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. Additionally, said tuition reimbursement benefit is applicable only to work-related courses 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.

TO: CUMBERLAND COUNTY WELFARE BOARD

FROM:

DATE:

RE: TUITION REQUEST

I AM REQUESTING TUITION REIMBURSEMENT FOR THE FOLLOWING:

COURSE: _____ COURSE NO.: _____

SEMESTER: FALL: _____ SPRING: _____ SUMMER: _____

SCHEDULED: DAY(S): _____ TIME: _____

COLLEGE: _____

NO. OF CREDITS: _____ X COST PER CREDIT: _____

= REIMBURSEMENT REQUESTED: _____

COURSE IS: REQUIRED: _____ ELECTIVE: _____

I AM: MATRICULATED: _____ NON-MATRICULATED: _____

DEGREE BEING EARNED (IF MATRICULATED): _____

THANK YOU

SIGNATURE

F. Mileage Reimbursement Benefit/Certificate of Insurance

(1) 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.

(2) 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.

G. 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.

H. 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.

I. 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.

J. Payroll Deduction Savings Account

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

ARTICLE VII. LEAVES OF ABSENCE

A. Leave with Pay

(1) Personal Leave

(a) Eligible employees within the Bargaining Unit shall be entitled to three (3) days 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.

(i) Newly hired employees shall be entitled to one-half (1/2) day of personal leave after each full calendar month of employment to a maximum of three (3) days during the remainder of said initial calendar year of employment.

(ii) Personal leave may be scheduled in units of one-fourth (1/4) days or multiples thereof and may be taken in conjunction with other types of leave as described in this Article.

(b) 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.

(i) 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 sub-paragraph (B), below.

(ii) Otherwise, priority will be determined on the basis of seniority.

(2) Holiday Leave

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

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

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(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 in sub-paragraphs (a) and (b), 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.

(3) Vacation Leave

(a) Effective January 1, 1990, eligible employees within the Bargaining Unit shall be granted the following annual vacation leave with pay for and in each calendar year of employment:

(i) One (1) working day of vacation for each month of employment during the first calendar year of said employment;

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

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

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

(v) Twenty-five (25) working days of vacation after twenty (20) years of employment.

(b) Vacation leave accrued in one year may be carried over into the next year except for circumstances required by an emergency as determined by the Employer.

(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) 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.

(4) Sick Leave

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

(i) In each calendar year of continuous employment, an employee shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established policies promulgated by the Department of Personnel. Such leave not utilized shall be accumulated from year to year.

(ii) Newly hired employees shall accumulate sick leave earned on the basis of one (1) day per month of service or major fraction thereof 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.

(i) 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.

(ii) 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 in sub-paragraph (i), 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 at the earliest possible time but in any event, not less than his or her usual reporting time, or other time as required by the circumstances.

(i) 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.

(ii) 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 a physician prescribing the sick leave and giving the reasons for said leave and the anticipated duration of same.

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(iii) The Employer may require proof of illness of an employee on sick leave.

(iv) An employee who has been absent on sick leave for a period totalling 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.

(d) All eligible employees within the Bargaining Unit may request sick leave for periods of less than a full work day but not less than one-fourth ($\frac{1}{4}$) of a work day 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 time.

(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.

(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

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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.

(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.

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(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) 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.

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

(ii) 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 summoned to

appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless such appearance is as a party to the litigation in a matter unrelated to his or her capacity as an employee.

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

(ii) 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 in sub-paragraph (a) or (b), above, and subsequently furnish proof that he or she performed the duty for which the leave was requested herein.

(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.

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B. LEAVES WITHOUT PAY

(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.

(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.

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

(ii) 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.

(i) 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.

(ii) 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.

(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.

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(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.

(i) 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.

(ii) 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

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an initial period of active duty for training, shall be recorded as having resigned.

C. CONTINUATION OF BENEFITS

Benefits described within this Agreement shall continue to accrue during any approved Leave of Absence as defined in sub-paragraphs (A) and (B), 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 VIII. HOURS OF WORK/CLOSINGS

A. Hours of Work

(1) 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.

(2) 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.

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

B. Overtime

(1) Employees shall receive compensation for hours worked during any work week in excess of thirty-five (35)

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hours pursuant to Article V, Paragraph (C), above.

(2) 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.

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

C. Closing Due to Inclement Weather or Emergency

(1) 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.

(2) 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 IX. PERSONNEL

A. Promotion, Transfer and Work Assignments

(1) Promotions

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

(b) 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.

(2) 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.

(3) Work Assignments

(a) 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.

(b) 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.

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B. Discipline

(1) 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.

(2) 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.

(3) 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.

(4) 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.

C. Personnel File

(1) 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.

(2) 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.

(3) 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.

(4) 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.

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ARTICLE X. 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 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 XI. MISCELLANEOUS PROVISIONS

A. 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

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this Agreement.

B. 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.

C. 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.

D. 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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E. 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 XII. TERM OF AGREEMENT

A. Term

This Agreement shall be in effect until December 31, 1992, and year to year thereafter, unless modified by a subsequent Agreement.

B. 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.

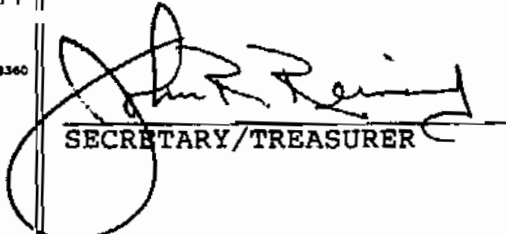
ATTEST:

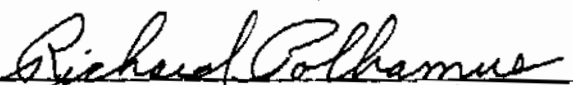
CUMBERLAND COUNTY WELFARE
AGENCY

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SECRETARY/TREASURER

BY 
CHAIRMAN

ATTEST:

NEW JERSEY CIVIL SERVICE
ASSOCIATION CUMBERLAND COUNCIL
#18

Monica Green

By Ernest DiPalma
PRESIDENT

EMPLOYEE REPRESENTATIVE NEGOTIATORS

Philip O. Scott

Cynthia Romanik

Thomas A. Caterina S.

Charles E. Peeler

Norman M. Buxton

Daniel R. Gripp, Vice President
John H. Muzale

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APPENDIX I
EMPLOYMENT CLASSIFICATIONS/RANGE DESIGNATIONS

<u>TITLE</u>	<u>RANGE</u>	<u>1990/1991/1992</u>		
CLERK	RANGE	5	5	5
BUILDING MAINTENANCE WORKER	RANGE	5	5	5
RECEPTIONIST	RANGE	6	6	6
SOCIAL SERVICE AIDE	RANGE	6	6	6
CLERK TYPIST	RANGE	6	6	6
ACCOUNT CLERK	RANGE	6	6	6
DATA ENTRY MACHINE OPERATOR	RANGE	6	6	6
TELEPHONE OPERATOR	RANGE	7	7	7
CLERK STENOGRAPHER	RANGE	7	7	7
CLERK TYPIST/INTERPRETER (BILINGUAL)	RANGE	7	7	7
MESSENGER	RANGE	7	7	7
SENIOR CLERK	RANGE	8	8	8
SENIOR CLERK (BILINGUAL)	RANGE	8	8	8
SENIOR ACCOUNT CLERK	RANGE	9	9	9
SENIOR CLERK TYPIST	RANGE	9	9	9
TELEPHONE OPERATOR/RECEPTIONIST	RANGE	9	9	9
SENIOR DATA ENTRY MACHINE OPERATOR	RANGE	10	10	10
PRINCIPAL CLERK	RANGE	11	11	11
PRINCIPAL ACCOUNT CLERK	RANGE	12	13	13
PRINCIPAL CLERK TYPIST	RANGE	12	13	13
INCOME MAINTENANCE TECHNICIAN	RANGE	14	14	14

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APPENDIX I (continued)

EMPLOYMENT CLASSIFICATIONS/RANGE DESIGNATIONS

<u>TITLE</u>	<u>RANGE</u>	1990/1991/1992		
INCOME MAINTENANCE TECHNICIAN (BILINGUAL)	RANGE	14	14	14
SUPERVISING CLERK	RANGE	15	16	16
SUPERVISING ACCOUNT CLERK	RANGE	15	16	16
SUPERVISING CLERK TYPIST	RANGE	15	16	16
INCOME MAINTENANCE WORKER	RANGE	17	17	18*
INCOME MAINTENANCE WORKER (BILINGUAL)	RANGE	17	17	18*
CHILD SUPPORT WORKER	RANGE	17	17	18*
CHILD SUPPORT WORKER (BILINGUAL)	RANGE	17	17	18*
DATA PROCESSING COORDINATOR	RANGE	18	19	19
INVESTIGATOR	RANGE	18	19	19
TRAINING TECHNICIAN	RANGE	18	19	19
CHILD SUPPORT SPECIALIST	RANGE	19	19	19
CHILD SUPPORT SPECIALIST (BILINGUAL)	RANGE	19	19	19
SOCIAL WORKER	RANGE	19	19	19
SOCIAL WORKER (BILINGUAL/SPANISH & ENGLISH)	RANGE	19	19	19
INCOME MAINTENANCE SPECIALIST	RANGE	19	19	19
INCOME MAINTENANCE SUPERVISOR	RANGE	21	22	22
CHILD SUPPORT SUPERVISOR	RANGE	21	22	22
SOCIAL WORKER SUPERVISOR	RANGE	21	22	22
SOCIAL WORKER SUPERVISOR (BILINGUAL)	RANGE	21	22	22

* Effective July 1, 1992

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APPENDIX II

Cumberland County Welfare Agency
 Compensation Schedule
 Effective January 1, 1990
 Annual Salaries

This schedule represents a 4.5% increase over the
 compensation schedule in effect JANUARY 1, 1989

RANGE	INCRE- MENT	MIN.								
		1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	MAX
03	537	10,750	11,288	11,826	12,364	12,903	13,441	13,979	14,517	15,055
04	564	11,287	11,853	12,420	12,986	13,553	14,119	14,685	15,252	15,818
05	593	11,850	12,444	13,037	13,631	14,225	14,818	15,412	16,005	16,599
06	622	12,441	13,066	13,691	14,315	14,940	15,565	16,190	16,815	17,440
07	653	13,065	13,721	14,377	15,033	15,690	16,346	17,002	17,658	18,315
08	686	13,719	14,408	15,098	15,788	16,478	17,167	17,857	18,547	19,236
09	720	14,406	15,130	15,853	16,576	17,299	18,022	18,745	19,468	20,191
10	756	15,127	15,885	16,643	17,400	18,158	18,916	19,673	20,431	21,188
11	794	15,883	16,678	17,473	18,269	19,064	19,859	20,654	21,450	22,245
12	834	16,675	17,509	18,343	19,177	20,011	20,845	21,679	22,512	23,346
13	875	17,508	18,386	19,264	20,141	21,019	21,897	22,775	23,653	24,530
14	919	18,383	19,303	20,224	21,145	22,065	22,986	23,906	24,827	25,748
15	965	19,301	20,268	21,234	22,201	23,168	24,134	25,101	26,068	27,034
16	1,013	20,265	21,281	22,298	23,315	24,332	25,349	26,365	27,382	28,399
17	1,064	21,278	22,345	23,412	24,479	25,546	26,613	27,680	28,747	29,814
18	1,117	22,342	23,462	24,583	25,703	26,823	27,943	29,064	30,184	31,304
19	1,173	23,459	24,635	25,810	26,986	28,162	29,337	30,513	31,689	32,864
20	1,232	24,632	25,867	27,102	28,337	29,572	30,808	32,043	33,278	34,513
21	1,293	25,864	27,160	28,455	29,751	31,047	32,343	33,639	34,934	36,230
22	1,358	27,159	28,519	29,880	31,240	32,601	33,961	35,322	36,683	38,043
23	1,426	28,516	29,944	31,373	32,802	34,230	35,659	37,087	38,516	39,944
24	1,497	29,943	31,441	32,938	34,436	35,933	37,431	38,928	40,426	41,923

APPENDIX II (continued)

Cumberland County Welfare Agency
 Compensation Schedule
 Effective January 1, 1990
 Annual Salaries

This schedule represents a 4.5% increase over the
 compensation schedule in effect JANUARY 1, 1989

RANGE	INCRE- MENT	MIN. 1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	MAX
25	1,572	31,440	33,014	34,587	36,161	37,735	39,309	40,882	42,456	44,030
26	1,650	33,009	34,663	36,316	37,969	39,622	41,275	42,929	44,582	46,235
27	1,733	34,662	36,397	38,133	39,869	41,605	43,340	45,076	46,812	48,548
28	1,820	36,396	38,218	40,039	41,861	43,682	45,503	47,325	49,146	50,968
29	1,911	38,218	40,132	42,047	43,961	45,876	47,790	49,704	51,619	53,533
30	2,006	40,128	42,136	44,145	46,153	48,162	50,170	52,179	54,187	56,196
31	2,107	42,135	44,245	46,355	48,465	50,575	52,685	54,795	56,904	59,014
32	2,212	44,242	46,458	48,673	50,888	53,104	55,319	57,535	59,750	61,965
33	2,323	46,453	48,779	51,104	53,429	55,754	58,079	60,404	62,729	65,054
34	2,439	48,777	51,220	53,662	56,104	58,546	60,988	63,430	65,873	68,315
35	2,561	51,215	53,778	56,340	58,902	61,465	64,027	66,589	69,152	71,714
36	2,689	53,777	56,464	59,152	61,840	64,528	67,215	69,903	72,591	75,279
37	2,823	56,464	59,290	62,116	64,942	67,767	70,593	73,419	76,244	79,070
38	2,964	59,287	62,252	65,216	68,181	71,146	74,110	77,075	80,040	83,004

INCREMENT IS 5% OF MINIMUM STEP

APPENDIX II (continued)

Cumberland County Welfare Agency
 Compensation Schedule
 Effective Date January 1, 1991
 Annual Salaries

This schedule represents a 4.5% increase over the
 compensation schedule in effect JANUARY 1, 1990

RANGE	INCRE- MENT	MIN.									
		1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9th	MAX
03	562	11,234	11,796	12,358	12,921	13,483	14,046	14,608	15,170	15,733	16,295
04	590	11,795	12,387	12,979	13,571	14,162	14,754	15,346	15,938	16,530	17,122
05	619	12,384	13,004	13,624	14,244	14,865	15,485	16,105	16,725	17,346	17,966
06	650	13,001	13,654	14,307	14,960	15,613	16,266	16,919	17,572	18,225	18,878
07	683	13,652	14,338	15,024	15,710	16,396	17,081	17,767	18,453	19,139	19,825
08	717	14,336	15,057	15,778	16,498	17,219	17,940	18,661	19,381	20,102	20,823
09	753	15,055	15,810	16,566	17,322	18,077	18,833	19,589	20,344	21,100	21,856
10	790	15,808	16,600	17,392	18,183	18,975	19,767	20,558	21,350	22,142	22,935
11	830	16,598	17,429	18,260	19,091	19,922	20,753	21,584	22,415	23,246	24,077
12	871	17,425	18,297	19,168	20,040	20,911	21,783	22,654	23,525	24,397	25,268
13	915	18,296	19,213	20,130	21,048	21,965	22,882	23,800	24,717	25,634	26,551
14	960	19,210	20,172	21,134	22,096	23,058	24,020	24,982	25,944	26,906	27,868
15	1,008	20,170	21,180	22,190	23,200	24,210	25,220	26,230	27,241	28,251	29,261
16	1,059	21,177	22,239	23,302	24,364	25,427	26,489	27,552	28,614	29,677	30,739
17	1,112	22,236	23,351	24,466	25,581	26,696	27,811	28,926	30,041	31,155	32,270
18	1,167	23,347	24,518	25,689	26,859	28,030	29,201	30,371	31,542	32,713	33,883
19	1,226	24,515	25,743	26,972	28,200	29,429	30,658	31,886	33,115	34,343	35,572
20	1,287	25,740	27,031	28,322	29,612	30,903	32,194	33,485	34,776	36,066	37,357
21	1,351	27,028	28,382	29,736	31,090	32,444	33,798	35,152	36,506	37,861	39,215
22	1,419	28,381	29,802	31,224	32,646	34,068	35,490	36,912	38,333	39,755	41,177
23	1,490	29,799	31,292	32,785	34,278	35,770	37,263	38,756	40,249	41,742	43,234
24	1,565	31,291	32,856	34,421	35,985	37,550	39,115	40,680	42,245	43,810	45,375

APPENDIX II (continued)

Cumberland County Welfare Agency
 Compensation Schedule
 Effective Date January 1, 1991
 Annual Salaries

This schedule represents a 4.5% increase over the
 compensation schedule in effect JANUARY 1, 1990

RANGE	INCRE- MENT	MIN.									
		1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9th	MAX
25	1,643	32,855	34,499	36,144	37,788	39,433	41,078	42,722	44,367	46,011	47,656
26	1,725	34,495	36,222	37,950	39,678	41,405	43,133	44,860	46,588	48,316	50,043
27	1,811	36,221	38,035	39,849	41,663	43,477	45,291	47,104	48,918	50,732	52,546
28	1,902	38,034	39,938	41,841	43,744	45,648	47,551	49,455	51,358	53,261	55,165
29	1,997	39,938	41,938	43,939	45,939	47,940	49,940	51,941	53,942	55,942	57,943
30	2,097	41,934	44,033	46,132	48,230	50,329	52,428	54,527	56,626	58,725	60,824
31	2,202	44,032	46,236	48,441	50,646	52,851	55,056	57,260	59,465	61,670	63,875
32	2,312	46,233	48,548	50,863	53,178	55,493	57,809	60,124	62,439	64,754	67,069
33	2,427	48,544	50,974	53,403	55,833	58,263	60,693	63,122	65,552	67,982	70,412
34	2,549	50,972	53,525	56,077	58,629	61,181	63,733	66,285	68,837	71,389	73,941
35	2,676	53,520	56,198	58,875	61,553	64,231	66,908	69,586	72,264	74,941	77,619
36	2,810	56,197	59,005	61,814	64,623	67,431	70,240	73,049	75,858	78,666	81,475
37	2,950	59,005	61,958	64,911	67,864	70,817	73,770	76,722	79,675	82,628	85,581
38	3,098	61,955	65,053	68,151	71,249	74,347	77,445	80,543	83,641	86,740	89,838

INCREMENT IS 5% OF MINIMUM STEP

APPENDIX II (continued)

Cumberland County Welfare Agency
 Compensation Schedule
 Effective January 1, 1992
 Annual Salaries

This schedule represents a 4.5% increase over the
 compensation schedule in effect JANUARY 1, 1991

RANGE	INCRE- MENT	MIN.									MAX
		1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9th	
03	587	11,739	12,327	12,915	13,502	14,090	14,678	15,265	15,853	16,441	17,028
04	616	12,326	12,944	13,563	14,181	14,800	15,418	16,037	16,655	17,274	17,892
05	647	12,941	13,589	14,237	14,885	15,534	16,182	16,830	17,478	18,126	18,774
06	679	13,586	14,268	14,950	15,633	16,315	16,998	17,680	18,363	19,045	19,727
07	713	14,267	14,984	15,700	16,417	17,133	17,850	18,567	19,283	20,000	20,717
08	749	14,981	15,734	16,488	17,241	17,994	18,747	19,500	20,253	21,007	21,760
09	787	15,732	16,522	17,311	18,101	18,891	19,681	20,470	21,260	22,050	22,839
10	826	16,520	17,347	18,174	19,002	19,829	20,656	21,484	22,311	23,138	23,967
11	867	17,345	18,213	19,081	19,950	20,818	21,687	22,555	23,424	24,292	25,160
12	910	18,210	19,120	20,031	20,942	21,852	22,763	23,673	24,584	25,495	26,405
13	956	19,119	20,078	21,036	21,995	22,953	23,912	24,871	25,829	26,788	27,746
14	1,004	20,074	21,080	22,085	23,090	24,096	25,101	26,106	27,112	28,117	29,123
15	1,054	21,077	22,133	23,188	24,244	25,300	26,355	27,411	28,466	29,522	30,578
16	1,106	22,129	23,240	24,350	25,461	26,571	27,681	28,792	29,902	31,012	32,123
17	1,162	23,236	24,402	25,567	26,732	27,897	29,062	30,227	31,392	32,557	33,723
18	1,220	24,398	25,621	26,845	28,068	29,291	30,515	31,738	32,961	34,185	35,408
19	1,281	25,618	26,902	28,186	29,469	30,753	32,037	33,321	34,605	35,889	37,172
20	1,345	26,898	28,247	29,596	30,945	32,294	33,643	34,992	36,340	37,689	39,038
21	1,412	28,244	29,659	31,074	32,489	33,904	35,319	36,734	38,149	39,564	40,979
22	1,483	29,658	31,144	32,629	34,115	35,601	37,087	38,573	40,058	41,544	43,030
23	1,557	31,140	32,700	34,260	35,820	37,380	38,940	40,500	42,060	43,620	45,180
24	1,635	32,699	34,334	35,970	37,605	39,240	40,875	42,511	44,146	45,781	47,417

APPENDIX II (continued)

Cumberland County Welfare Agency
 Compensation Schedule
 Effective January 1, 1992
 Annual Salaries

This schedule represents a 4.5% increase over the compensation schedule in effect JANUARY 1, 1991

RANGE	INCRE- MENT	MIN. 1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9th	MAX
25	1,717	34,333	36,052	37,770	39,489	41,208	42,926	44,645	46,363	48,082	49,800
26	1,882	36,047	37,852	39,658	41,463	43,268	45,074	46,879	48,684	50,490	52,295
27	1,893	37,851	39,747	41,642	43,538	45,433	47,329	49,224	51,120	53,015	54,911
28	1,987	39,746	41,735	43,724	45,713	47,702	49,691	51,680	53,669	55,658	57,647
29	2,087	41,735	43,825	45,916	48,007	50,097	52,188	54,278	56,369	58,460	60,550
30	2,191	43,821	46,014	48,207	50,401	52,594	54,787	56,981	59,174	61,367	63,561
31	2,301	46,013	48,317	50,621	52,925	55,229	57,533	59,837	62,141	64,445	66,749
32	2,416	48,314	50,733	53,152	55,571	57,991	60,410	62,829	65,248	67,668	70,087
33	2,536	50,728	53,267	55,806	58,346	60,885	63,424	65,963	68,502	71,041	73,580
34	2,663	53,266	55,933	58,600	61,267	63,934	66,601	69,268	71,935	74,601	77,268
35	2,796	55,929	58,727	61,525	64,323	67,121	69,919	72,717	75,516	78,314	81,112
36	2,936	58,726	61,661	64,596	67,531	70,466	73,401	76,336	79,271	82,206	85,141
37	3,083	61,661	64,746	67,832	70,918	74,003	77,089	80,175	83,261	86,346	89,432
38	3,237	64,743	67,980	71,218	74,455	77,693	80,930	84,168	87,405	90,643	93,880

INCREMENT IS 5% OF MINIMUM STEP