

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

CUMBERLAND COUNTY

AND

UAW, AFL-CIO LOCAL 2327 (SUPERVISORS)

JANUARY 1, 2020, THROUGH DECEMBER 31, 2026

	PAGE
PREAMBLE .....	1
PURPOSE AND INTENT .....	1
ARTICLE 1. RECOGNITION OF RIGHTS/LIMITATIONS.....	1
1.1 Recognition of Union .....	1
1.2 Management Rights .....	1
1.3 Prohibited Actions .....	2
ARTICLE 2. UNION REPRESENTATION .....	2
2.1 Designation of Representatives .....	2
2.2 Access to Employees by Union Representatives.....	2
2.3 Leave for Union Representatives.....	3
2.4 Payroll Deduction of Membership Dues .....	3
2.5 Payroll Deduction of Representation Fee .....	4
2.6 UAW V-CAP Deduction .....	5
ARTICLE 3. PROHIBITION OF DISCRIMINATION.....	5
ARTICLE 4. GRIEVANCE PROCEDURE.....	5
4.1 Definitions .....	5
4.2 Purpose of Procedure.....	6
4.3 Procedure .....	6
4.4 Right of Representation.....	7
4.5 Rights of Union .....	8
4.6 Miscellaneous .....	8
ARTICLE 5. SALARY AND RELATED COMPENSATION.....	9
5.1 Salary .....	9
5.2 Overtime Pay .....	9
5.3 Annual Salary .....	9
ARTICLE 6. BENEFITS .....	10
6.1 Health Insurance Coverage.....	10
6.2 Prescription Drug Program .....	11
6.3 Dental Plan .....	11
6.4 Eye Care Program.....	12
6.5 Temporary Disability Insurance .....	12
6.6 Life Insurance .....	12
6.7 Retirement Benefits.....	12

6.8 Tuition Reimbursement Benefit.....	13
6.9 Mileage Reimbursement Certificate of Insurance .....	13
6.10 Unemployment Compensation.....	14
6.11 Employee-Initiated Group Insurance Benefits .....	14
6.12 Bi-weekly Pay, Direct Deposit .....	14
6.13 Employee Assistance Program .....	15
 ARTICLE 7. LEAVES OF ABSENCE .....	 15
7.1 Personal Leave .....	15
7.2 Holiday Leave.....	15
7.3 Vacation Leave .....	16
7.4 Sick Leave.....	17
7.5 Leave for Work-Related Disability.....	18
7.6 Bereavement Leave .....	19
7.7 Jury Duty/Witness Attendance Leave.....	19
7.8 Military Leave .....	20
7.9 Continuation of Benefits .....	20
7.10 Personal Leave without Pay.....	21
7.11 Pregnancy/Disability Leave.....	21
7.12 Child Care Leave .....	21
7.13 Continuation of Benefits .....	21
7.14 Concurrent Leaves.....	21
 ARTICLE 8. HOURS OF WORK/CLOSINGS .....	 21
8.1 Hours of Work .....	21
8.2 Overtime .....	22
8.3 Closing Due to Inclement Weather or Emergency.....	22
 ARTICLE 9. PERSONNEL.....	 22
9.1 Seniority.....	22
9.2 Promotion, Transfer, and Work Assignments.....	22
9.3 Discipline .....	23
9.4 Personnel File .....	23
 ARTICLE 10. CIVIL SERVICE .....	 24
 ARTICLE 11. MISCELLANEOUS PROVISIONS .....	 24
11.1 Savings Clause .....	24
11.2 Severability.....	24
11.3 Breach of Agreement .....	24

11.4 Embodiment of Agreement.....	25
11.5 Printing/Dissemination of Agreement .....	25
11.6 Health and Safety Committee .....	25
11.7 Responsible Union-Employer Relationship. ....	25
ARTICLE 12. TERM OF AGREEMENT.....	25
12.1 Term.....	25
12.2 Negotiations of Successor Agreement.....	26

EXHIBITS A&B - SALARY

APPENDIX III - DENTAL

APPENDIX IV - EAP

## **PREAMBLE**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **THE COUNTY OF CUMBERLAND** hereinafter referred to as the "EMPLOYER", or "CCDSS", and **UAW, AFL-CIO LOCAL 2327 (SUPERVISORS)**, hereinafter referred to as the "UNION".

## **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 CCDSS in its capacity as an EMPLOYER, the EMPLOYEES, the UNION, and the recipients of benefits provided by and through the CCDSS.

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 CCDSS.

To those ends, the EMPLOYER and the UNION 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 UNION, 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 Union**

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 UNION as the sole and exclusive representative of all supervisory employees of the CCDSS, 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 Negotiating Unit. A list of employment classifications included in the Negotiating Unit represented by the UNION is attached hereto and made a part hereof as *Appendix I*.

### **1.2. Management Rights**

The Employer retains the right in accordance with applicable law and regulation directly and by way of delegation to designate personnel to (1) direct all operations of the EMPLOYER; (2) direct all employees of the EMPLOYER; (3) hire, promote, transfer, assign, and retain employees in positions within the Division of Social Services, and to suspend, demote, discharge, or take other disciplinary action against employees for good and just cause in accordance with Civil Service law, rules, and regulations; (4) maintain the efficiency of the government operations entrusted to it; (5) determine the methods, means, and personnel by which such operations are to be conducted; (6) determine the number and kind of job

classifications, titles, and positions; (7) contract work including but not limited to professional and other specialized services pursuant to and in accordance with any limitations imposed by applicable law and/or regulation; (8) take whatever action may be necessary to comply with state and federal law and regulations. All management rights are subject to this Agreement and applicable law. The EMPLOYER agrees that if any employee is subject to or is asked to participate in an investigatory interview, that they have an opportunity for union representation.

### **1.3. Prohibited Actions**

- a. During the term of this Agreement, the UNION agrees not to engage in or support any strike, work stoppage, slow-down or other similar concerted action by employees within the Negotiating Unit nor shall any UNION representative engage in any individual action or conduct which has the purpose of inducing said employees to engage in such prohibited activities. The EMPLOYER reserves the right to take appropriate legal and/or disciplinary action against individual employees or groups of employees who violate this Section.
- b. During the term of this Agreement, the EMPLOYER agrees not to seek reprisals, penalize, discipline, or otherwise discriminate against any individual UNION representative or employee within the Negotiating 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 Negotiations Agreement nor shall the EMPLOYER or any representative of EMPLOYER institute, engage in, or support a lock-out of the employees within the Negotiating Unit.

## **ARTICLE 2. UNION REPRESENTATION.**

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

- a. There shall be four (4) duly selected representatives of the UNION from the membership of the Negotiating Unit.
- b. The UNION has the exclusive rights 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 UNION.
- c. The UNION 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. The UNION shall notify the EMPLOYER of the name of the shop steward and alternate shop steward, in writing, no later than January 15<sup>th</sup> of each calendar year of this Agreement or within fifteen (15) calendar days of a change.

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

- a. UNION representatives will have appropriate and reasonable access to employees within the Negotiating Unit for the purpose of administering the Collective Negotiations Agreement and/or related UNION 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 UNION 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 CCDSS.
- c. The UNION shall have a bulletin board prominently located in the general working areas of each of the office locations maintained by the CCDSS. The UNION may post any appropriate material pertaining to UNION 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 UNION business to employees at their desks or workstations during non-working hours.
- e. In order to properly administer the Collective Negotiations Agreement, Representatives may utilize telephone and interoffice(s) mail systems with the prior approval of the Director of CCDSS.
- f. The EMPLOYER shall provide a thirty (30) minute orientation session between any new employee and a UNION representative within one (1) month of said employee's date of provisional or promotional appointment. UNION representatives may utilize said session to familiarize said employee with the terms of the Collective Negotiations Agreement as well as related benefits of his or her employment and UNION membership.

### **2.3. Leave for Union 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 Negotiating 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 representative of EMPLOYER concerning the administration of the Collective Negotiations Agreement provided that same do not interfere with the work assignments of said Representatives.

### **2.4. Payroll Deduction of Membership Dues.**

- a. Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employee 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 Negotiating Unit the membership dues for the UNION provided dues deduction cards supplied by the UNION in conformity with the statutory requirements and signed by the employee, are submitted to the EMPLOYER. It is further agreed that the EMPLOYER shall remit such deductions to the UNION prior to the tenth (10<sup>th</sup>) day of the month following any month during which such deductions have been made by the EMPLOYER.

- b. The UNION shall certify to the EMPLOYER the amount of said membership dues to be deducted and, if there shall be any change in the rate of membership dues during the term of this Agreement, the UNION shall furnish to the EMPLOYER written notice of same thirty (30) days prior to the effective date of such change.
- c. A request by any employee to terminate the deduction of UNION dues from his or her regular pay must be in writing and tendered to the appropriate authorized representatives of the EMPLOYER and the UNION. Said termination shall be effective as of January 1, next succeeding the date on which the employee has complied with the provisions of this paragraph.
- d. Any employee on a leave of absence without pay or on suspension, who has previously signed an authorization for membership dues deduction and has not timely withdrawn said authorization, shall have dues deducted from his or her regular pay in the following full pay period upon return to active employment.
- e. The UNION hereby indemnifies, saves and holds the EMPLOYER harmless against any and all claims, demands, causes of action or other forms of liability of any kind and nature whatsoever, without limitation, arising from or relating to any action taken by the EMPLOYER under this Article 2.4. The UNION shall be responsible to reimburse the EMPLOYER for all reasonable attorney(s) fees and costs incurred, as well as damages assessed, of any kind and nature whatsoever, in any legal matter or action arising out of this Article 2.4.

#### **2.5. Payroll Deduction of Representation Fee.**

- a. The EMPLOYER agrees to grant rights to dues deductions to the UNION and will deduct membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made, in amount as determined by the UNION. For each employee who signs such an authorization card, the check-off shall commence in the pay period following the filing of the authorization card with the EMPLOYER. The EMPLOYER shall remit to the UNION once a month the monies collected for this purpose.
- b. Employees who have authorized the payroll deduction may revoke such authorization by providing written notice to the EMPLOYER. Within five days of receipt of such notice, the EMPLOYER shall provide notice to the UNION of such revocation.
- c. Dues deducted by the EMPLOYER shall be transmitted to the designated UNION official. The EMPLOYER agrees to provide the UNION, every 120 days, a complete electronic listing of all employees covered by this Collective Negotiations Agreement, in excel format, which shall include the employee's department, job status, and amount of dues deducted as it appears on the records of the employer for the purposes of deduction of dues. If necessary, the employer shall provide the UNION with a list of departmental payroll codes in order to identify the Department name on the above-mentioned electronic listing.
- d. The UNION shall indemnify and hold the EMPLOYER harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The UNION shall intervene in



and defend any administrative or court litigation concerning this provision. any such litigation, the EMPLOYER shall have no obligation to defend this provision but shall cooperate with the Union in-defending this provision.

## **2.6. UAW V-CAP Deduction.**

During the life of this Agreement, the EMPLOYER. agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executed or has executed the following "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form; provided further, however, that the EMPLOYER will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder shall be delivered to the EMPLOYER, before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

Deductions shall be made, pursuant to the forms received by the EMPLOYER, from the employee's first UNION dues period in the first month following receipt of the checkoff authorization card and shall continue until the checkoff authorization is revoked in writing. The EMPLOYER agrees to remit said deductions promptly to UAW V-CAP, in the care of the International UNION, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

The EMPLOYER further agrees to furnish UAW V-CAP with the name, address, social security number, and date of last authorization of those employees for whom deductions have been made. The EMPLOYER further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each such employee's deduction.

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

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

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

### **4.1. Definitions.**

- a. A grievance is a claim by an employee within the Negotiating Unit or the UNION on behalf of the employee(s) based upon the interpretation, application, or violation of this Agreement, affecting such employee or a group of employees within the Negotiating Unit.

- b. An aggrieved person is the person or persons or the UNION 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 UNION 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 Civil Service Commission, the Employee shall proceed through the New Jersey Civil Service Commission 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 Division 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 Director of Human Resources**

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 Human Resources Director or his or her designee within ten (10) working days of the decision at Level Two or ten (10) working days from the last day on which the decision would have been rendered at Level Two, whichever is sooner. Within thirty (30) days

of the written grievance being received the Human Resources Director shall hold a grievance meeting and issue a decision within ten (10) days of the meeting.

**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 EMPLOYER during the time period provided in *Section 4.3(c)*, above, the aggrieved person may request in writing that the UNION submit the grievance to arbitration. Said request must be submitted to the UNION with notice to the Director of the CCDSS 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 UNION 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 UNION shall request a list of arbitrators from the Public Employees Relations Commission. The parties shall then be accordingly bound by the rules and procedures of the Public Employees Relations Commission.
4. The arbitrator's decision shall be in writing and submitted to the EMPLOYER and the UNION. Said decision shall be final and binding on the parties. Only one (1) grievance may be submitted to arbitration before one (1) arbitrator.
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 UNION. 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 Federal, State, or local law, statute or regulation governs the resolution of an issue submitted to 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 UNION representative(s) including counsel retained by the UNION 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 UNION shall not be responsible for the payment of fees or expenses of said counsel.

#### **4.5. Rights of UNION.**

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

The UNION 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 Negotiating Unit.

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

- a. If, in the sole discretion of the UNION, a grievance affects a group or class of employees within the Negotiating Unit, the UNION 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 UNION. Decision 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 representative, agents, or employees against any party in interest, any representative, any member of the UNION, 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 EMPLOYER and the UNION 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 Negotiations Agreement shall not be construed as requiring the UNION to submit a grievance to arbitration or to represent an employee in any proceedings instituted with the New Jersey Civil Service Commission. The UNION's decision to process any grievance at any step or to terminate the grievance proceeding at any step shall be final as to the interests of the grievant and the UNION.
- g. Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the UNION from pursuing informal effort with the EMPLOYER to effectuate a prompt and amicable resolution of the matter in controversy.

- h. Working days, as set forth in this Article, shall be Monday through Friday irrespective of whether the employee works the days or not.
- i. Failure to file the initial grievance timely or pursue the grievance in a timely fashion to the next level shall be deemed an abandonment of the grievance. Failure by the EMPLOYER to respond within the time frames set forth at each level of the grievance procedure shall be deemed a rejection of the grievance.

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

### **5.1. Salary.**

#### Salary Increases:

- a. Salaries for the duration of this Agreement shall be governed by the Guide attached as Exhibit A hereto. The cost-out for current employees shall be governed by Exhibit B attached to the Memorandum of Agreement ratified by the parties.
- b. The employees identified on Exhibit B to the Memorandum of Agreement shall each receive a one-time \$1200.00 non-pensionable ratification incentive.
- c. The parties acknowledge the existence of a performance review system applicable to all employees within the Negotiating Unit, including provision for the denial or withholding of the incremental increase described herein based upon an unsatisfactory review as well as appropriate appeal/recourse by an affected employee. The parties agree that during the duration of this Agreement, the performance review system shall continue to be utilized for purposes other than incremental increases.
- d. Step advancement beyond the term of the contract shall conform to the applicable law, including but not limited to case law.

### **5.2. Overtime Pay.**

- a. All authorized overtime work beyond 35 hours in any week by an employee in a fixed work week classification shall be compensated by cash payment at one and one-half (1-1/2) times the employee's hourly rate of pay.
- b. Any employees within the Negotiating 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 (2x) times the employee's hourly rate of pay per hours worked at the discretion of the employee.

### **5.3. Annual Salary.**

Salary shall be calculated and paid on an annual basis. Payment shall be by way of biweekly 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 Negotiating Unit and their enrolled dependents shall receive the benefit of participation in the Cumberland County Health Benefits Plan. The EMPLOYER may change insurance carriers provided that said change does not result in any material modification of the current health benefits coverage. The UNION 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 Negotiations with the UNION.
- b. In any instance where an eligible permanent or provisional employee within the Negotiating Unit is granted an approved FMLA/FLA leave without pay, the EMPLOYER shall extend and pay its share of 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. Effective January 1, 2022, all employees receiving benefits from the EMPLOYER shall be enrolled in the Aetna Health Network Only (HNO) Plan, which shall be considered the "base plan" for health benefits paid for by the EMPLOYER less any premium sharing amounts currently paid by the individual employees.
- d. Employees will still have the right to select other plans offered by the EMPLOYER during open enrollment. However, the employee will be responsible for paying the difference in premium between the base plan and the more expensive plan. This shall not alleviate the employee's responsibility for base plan premium sharing as stated above (i.e., the difference between base chosen plan plus Chapter 78 premium sharing).
- e. All plans shall be subject to a \$100 Emergency Room Co-pay effective 1/1/17.
- f. **Part-Time Employees:** Effective January 1, 2017, employees must work at least 30 hours per week to be eligible for health benefits.
- g. Employees shall continue to contribute toward their medical benefits in accordance with the amounts specified in Chapter 78, P.L. 2011 (Chapter 78) and/or any other statutory or regulatory requirements.
- h. 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 (3) year time period.

Effective January 1, 2012, the provisions of Ch. 78, P.L. 2011 shall apply to all Negotiating unit employees, including all applicable retirees.

**6.2. Prescription Drug Program.**

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

Effective January 1, 2017, all plans shall be subject to a Rx co-pay as follows:

Generic:	\$10
Preferred:	\$25
Non-Preferred:	\$50

- b. The EMPLOYER may change insurance carrier provided that said change does not result in a material modification of the current prescription benefits or coverage. The UNION 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 benefit 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 negotiations with the UNION.
- c. Employees shall continue to contribute toward their prescription benefits in accordance with the amounts specified in Chapter 78, P.L. 2011 (Chapter 78) and/or any other statutory or regulatory requirements.

**6.3. Dental Plan.**

- a. Eligible employees within the Negotiating 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 plan rules.
- 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* above. The UNION 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 negotiations with the UNION and approval by the Division of Family Development.
- d. Effective January 1, 2017, Employees shall contribute toward their dental benefits in accordance with the amounts specified in Chapter 78, P.L. 2011 (Chapter 78) and/or any other statutory or regulatory requirements.

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

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

Effective January 1, 2017, Employees shall contribute toward their eye care benefits in accordance with the amounts specified in Chapter 78, P.L. 2011 (Chapter 78) and/or any other statutory or regulatory requirements.

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

Eligible employees within the Negotiating 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 Negotiating 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 provision 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 Negotiating 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 CCDSS shall provide health benefit coverage through the County Health Benefits Plan for employees and their dependents upon retirement from CCDSS employment subject to a twenty (20%) percent premium co-pay or the amounts specified in P.L. 2011 c.78. To be eligible, the retiring employee must:
  1. Retire from active employment with the CCDSS under the N.J. State Pension Program; and,
  2. Be enrolled in the Cumberland County Health Insurance Plan; and,
  3. Have at least twenty-five (25) years of continuous and consecutive employment services with the CCBSS and/or CCDSS, or at least twenty (20) years of employment service with the CCBSS and/or CCDSS 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 (25) years or more of continuous and consecutive service with the EMPLOYER or the CCBSS.



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.
  - a. Subject to the provision of the New Jersey Civil Service Act,, Chapter 112 of Laws of 1986 (*N.J.S.A. 11,4:5-16, et seq*) as amended, and any rules and regulations promulgated thereunder, a permanent eligible employee within the Negotiating Unit who enters retirement pursuant to the provisions of the Public Employee Retirement System shall be entitled to receive payment for accumulated unused sick leave earned during said employee's continuous unbroken service since the most recent date of hire.
    1. The afore-described payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of said employee's employment prior to the effective date of retirement, provided that no such payment shall exceed the sum of Twenty Thousand (\$20,000.00) Dollars only for those unit members hired before May 21, 2010. For those unit members hired on or after May 21, 2010, their entitlement to accumulated sick leave payment upon retirement is limited to a maximum of \$15,000 as per the provisions of law including but not limited to N.J.S.A. 11A:6-19.2.
    2. The above 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.
    3. The provisions above shall be paid to those employees who retire on or before December 31, 2013. All other employees shall either be governed by the provisions above or the cap established by the Legislature, whichever is less, irrespective of any guidelines established by the Legislature for implementation of such cap.

#### **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 for Cumberland County residents. The EMPLOYER encourages Negotiating Unit members to take classes at Rowan College of South Jersey.
- c. The tuition reimbursement benefit is applicable only for courses that are related to approved job titles under the auspices under the EMPLOYER 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 are offered online are eligible for reimbursement.
- d. The EMPLOYER shall be obligated to pay no more than Twelve Thousand Dollars (\$12,000) in tuition reimbursement in any calendar year. Reimbursement shall be allocated on a first submit, first paid basis to employees.
- e. If an employee leaves within two (2) years of receiving reimbursement from the EMPLOYER, the employee shall reimburse the EMPLOYER for all monies received during that period. This shall not apply if the employee's departure is based upon an employee's layoff by the EMPLOYER under exigent circumstances as determined by the EMPLOYER, which decision shall be non-arbitrable.

#### **6.9. Unemployment Compensation.**

Eligible employees within the Negotiating 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.

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

Eligible employees within the Negotiating 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.

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

The UNION agrees the EMPLOYER shall effectuate a bi-weekly payroll (with payroll distributed every other Friday).

## **6.12 Employee Assistance Plan**

The EMPLOYER shall provide an Employee Assistance Plan (“EAP”) as set forth in *Appendix IV*.

### **ARTICLE 7.**

#### **LEAVES OF ABSENCE.**

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

a. Eligible employees within the Negotiating Unit shall be entitled to four (4) 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.

1. Newly hired employees shall be entitled to one (1) day of personal leave after each three (3) full calendar months of employment to a maximum of four (4) days during the remainder of said initial calendar year of employment.
2. Any remaining personal leave in an amount less than one (1) hour shall be taken in that remaining increment. Except for one-half (1/2) day leaves, any personal leave that results in a unit of time other than one (1) hour will be rounded and charged to the next higher hour. One-half (1/2) day leave includes leave for the full morning before or the afternoon subsequent to an assigned alternate lunch period.

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

c. Personal leave may be requested by an employee for any personal business and such request be approved and scheduled by the day prior to the leave by the EMPLOYER, provided same can be granted without substantial interference with the responsibilities and functions of the EMPLOYER. Advance notice may be waived by the CCDSS 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 Negotiating Unit shall receive the following Holiday Leave:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Election Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth (State schedule)	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 EMPLOYER 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 CCDSS to allow for an orderly arrangement of CCDSS affairs or business, or when the Cumberland County Board of Commissioners declares a holiday for all EMPLOYER 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 Negotiating Unit shall be granted the following annual vacation leave with pay for an 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. Employees may carry over five (5) days of vacation leave into the following calendar year. Any carryover of vacation leave in excess of five (5) days must be approved by the Department Head and the County Administrator.

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 in 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.

f. Upon the death of an active employee, any earned vacation leave not used shall be paid to the estate of the employee at the employee's hourly rate.

#### 7.4. Sick Leave

a. Eligible employees within the Negotiating 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 Civil Service Commission. 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 (defined as using leave which may be retroactively removed due to being in an unpaid status for any period of time exceeding one pay period) shall be recovered through lump sum payment or 10% 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 CCDSS within one (1) year. The CCDSS 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 because 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 reasons for absence as of the employee's usual starting time, but in no event one-half (1/2) hour before 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 reclining 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. Effective June 1, 2018, upon supervisory notification/approval, sick time used within the first hour of the workday can only be used in the entire one-hour increment. Upon supervisory notification/approval, sick time used after the first and before the last hour of the workday can be used in 15-minute increments. Upon supervisory notification/approval, sick time used within the last hour of the workday may be used in 30-minute increments. Unless approved as above, partial periods of time not worked within the first hour and last hour of the workday will be unpaid. FMLA time will be able to be used in 15-minute increments for the entire day.
  - 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 times against other accrued paid leave time if available, or, alternative, leave without pay. All qualifying leaves granted under this article shall run concurrent to FMLA and NJFLA, where applicable.
  - f. Abuse of sick time and/or chronic and/or excessive absenteeism shall subject the employee to disciplinary action, up to and including termination.

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

- a. When an Employee suffers an occupational injury (as determined by a physician designated by the Employer or the Employer's worker's compensation insurance carrier, representative or administrator), including injury incurred while acting as an employee of the Employer, the Employee will be paid his/her full base salary for the initial thirty (30) days of job-related disability without loss of accumulated sick leave benefit time.
- b. If the Employee remains incapacitated due to an occupational injury or disease beyond the initial thirty (30) day period the Employee will be entitled to worker's compensation benefits as set forth under law. Employee benefit time shall continue to accrue during the period of worker's compensation leave.
- c. If the Employee retains an incapacity after the initial thirty (30) day period and is approved for workers compensation leave, the Administrator shall be notified, and the Employer shall continue to remit pension contributions as required under statute.

## **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 Negotiating 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 anything other than the number of days 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 Negotiating 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 designee.
  1. An Employee will not be excused from work for anything 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 Leave.**

- a. Employees shall be granted such leave as required by law.
- b. Said leave shall be in addition in 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.

#### **7.10 Personal Leave Without Pay.**

- a. Eligible employees within the Negotiating Unit, who otherwise do not qualify for leave under the FMLA/FLA Act, may, for reasons satisfactory to the EMPLOYER and the New Jersey Civil Service Commission, 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 New Jersey Civil Service Commission, 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 EMPLOYER 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 CCDSS 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 (2) 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 rates specified under COBRA.
- f. Denial of any request for leave of absence by an Employee shall not be the subject of a grievance.

#### **7.11. Pregnancy/Disability Leave.**

Employee(s) 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.

#### **7.12. Child Care Leave.**

Childcare 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.

#### **7.13. 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.

#### **7.14 Concurrent Leaves**

All leaves granted under this agreement shall run concurrently to leaves granted under the FMLA or NJ FLA, where applicable.

### **ARTICLE 8. HOURS OF WORK/CLOSINGS.**

#### **8.1. Hours of Work.**

- a. The work week for employees within the Negotiating Unit shall consist of thirty-five (35) hours, consisting of five (5) seven (7) hour workdays, Monday through Friday.
- b. Employees shall receive two (2) rest periods during each workday, 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 workday.
- 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.

## **8.2. 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.

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

- a. The closing of the EMPLOYER due to inclement weather or an emergency as determined at the sole discretion of the County Administrator shall not result in the loss of pay for any eligible employee within the Negotiating Unit.
- c. The EMPLOYER shall cause an announcement of said closing to be communicated to the employees as soon as is reasonably practical through the EMPLOYER website.

## **ARTICLE 9. PERSONNEL.**

### **9.1. 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 CCDSS from date of hire (CCBSS or CCDSS).
- 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 Civil Service Commission in his or her current title.

### **9.2. 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 New Jersey Civil Service Commission.
  2. Eligible employees within the Negotiating 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 New Jersey Civil Service Commission.

c. Work Assignments.

1. Any eligible employee within the Negotiating 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 New Jersey Civil Service Commission for any reason other than that stated in sub-paragraph (a), immediately above.

**9.3. 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 New Jersey Civil Service Commission.
- 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 New Jersey Civil Service Commission.
- 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 New Jersey Civil Service Commission or by EMPLOYER policy.
- d. An employee is entitled to have a UNION representative present at any conference or hearing held by the New Jersey Civil Service Commission, 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.

**9.4. 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 Human Resources. 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 10. 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. 34:134-1, 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 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 11. MISCELLANEOUS PROVISIONS.**

##### **11.1. 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 Negotiating 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.

##### **11.2. 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.

##### **11.3. 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.

#### **11.4. 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 Negotiating Unit as represented by the UNION. 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 negotiations 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 UNION or any individual employee within the Negotiating Unit is superseded upon execution of the within Agreement.

#### **11.5. Printing Dissemination of Agreement.**

The EMPLOYER shall be responsible for posting and maintaining on its website the Collective Negotiations Agreement.

#### **11.6. Health and Safety Committee.**

The EMPLOYER 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 (1) representative each from the EMPLOYER and the UNION shall be created which may meet quarterly as needed 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. The Department shall provide appropriate protective devices where provided.

#### **11.7. Responsible Union-Employer Relationship.**

The CCDSS and the UNION 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 ensure that this relationship continues and improves, the CCDSS and the UNION 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 UNION'S status as exclusive Negotiations representative of all employees covered by this contract and management's role as the CCDSS.

### **ARTICLE 12. TERM OF AGREEMENT.**

#### **12.1. Term.**

This Agreement shall be in effect from January 1, 2020, through and including December 31, 2026, and thereafter, unless modified by a subsequent Agreement.

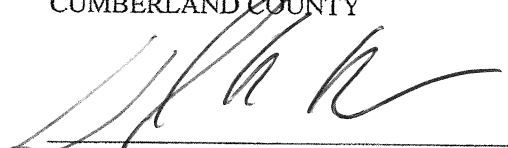
**12.2. Negotiation of Successor Agreement.**

Within six (6) months 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.

ATTEST:

CUMBERLAND COUNTY

By: 

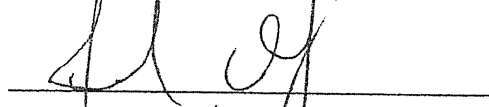


Dated: 7/25/2023

Dated: 7/25/2023

UNITED AUTO WORKERS, LOCAL 2327

By: \_\_\_\_\_



Dated: \_\_\_\_\_

Dated: 7/18/23

Barbara Clark  
Crystal Davis  
Alexa Jones  
Sandra Yuban

## Exhibit A: UAW - Doss Supervisors Step Guide - 2020 through 2021

Pos #	Title / Step	Step														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
003733	Social Worker Supervisor	58,108	59,979	61,851	63,722	65,593	67,465	69,336	71,208	73,079	74,950	76,822	78,693	80,564	82,436	84,307
003859	Clerk 4	45,526	46,994	48,461	49,929	51,396	52,864	54,331	55,799	57,267	58,734	60,202	61,669	63,137	64,604	66,072
007997	Human Service Specialist 4	58,108	59,979	61,851	63,722	65,593	67,465	69,336	71,208	73,079	74,950	76,822	78,693	80,564	82,436	84,307

### Exhibit A: UAW - DoSS Supervisors Step Guide - 2022 through 2025 (Existing Staff)

Pos #	Title / Step	2020-2021		Min Adjust	Max Adjust	2022-2025		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		Min	Max			Min	Max															
003733	Social Worker Supervisor	58,108	84,307	1,000	1,000	59,108	85,307	59,108	60,979	62,851	64,722	66,593	68,465	70,336	72,208	74,079	76,000	77,872	79,743	81,614	83,486	85,357
003859	Clerk 4	45,526	66,072	1,000	1,000	46,526	67,072	46,526	47,994	49,461	50,929	52,396	53,864	55,331	56,799	58,267	59,734	61,202	62,669	64,137	65,604	67,072
007997	Human Service Specialist 4	58,108	84,307	1,000	1,000	59,108	85,307	59,108	60,979	62,851	64,722	66,593	68,465	70,336	72,208	74,079	76,000	77,872	79,743	81,614	83,486	85,357



## Exhibit A: UAW DoSS Supervisors Guide New Hires/Promotions After 1/1/22

Pos #	Title / Step	1	2	3
003733	Social Worker Supervisor	76,000	80,000	84,000
003859	Clerk 4	60,000	62,500	65,000
007997	Human Service Specialist 4	76,000	80,000	84,000

**Exhibit B: Cost of Contract - DoSS UAW Supervisors**

Position	Hire Date	Last Name	First Name	Step	2019		2.00%		2.50%		2.50%		2.25%		2.25%		Contract Total	Avg % Increase				
					Salary	Increase	Step	2020	Step	2021	Step	2022	Step	2023	Step	2024			Step	2025	Step	2026
Clerk 4	09/13/99	Cross	Lestell	5	51,396		6	52,864	7	54,331	1	60,000	2	62,500	3	65,000	OFF	66,463	OFF	67,958	429,115	4.60%
Social Work Supervisor	02/27/95	Rodriguez	Belinda	14	82,436		15	84,307	OFF	85,993	OFF	88,143	OFF	90,346	OFF	92,379	OFF	94,458	OFF	96,583	632,209	2.45%
Human Service Specialist 4	07/10/00	Perez-Lebron	Sylvia	OFF	87,713		OFF	89,467	OFF	91,256	OFF	93,537	OFF	95,875	OFF	98,032	OFF	100,238	OFF	102,493	670,898	2.41%
Human Service Specialist 4	06/03/02	Berry	Lisamarie	OFF	85,993		OFF	87,713	OFF	89,467	OFF	91,704	OFF	93,997	OFF	96,112	OFF	98,275	OFF	100,486	657,754	2.41%
Human Service Specialist 4	10/30/00	Diaz	H Glissette	OFF	85,993		OFF	87,713	OFF	89,467	OFF	91,704	OFF	93,997	OFF	96,112	OFF	98,275	OFF	100,486	657,754	2.41%
Human Service Specialist 4	08/23/99	Clark	Tamaira L	13	80,564		14	82,436	15	84,307	OFF	91,704	OFF	93,997	OFF	96,112	OFF	98,275	OFF	100,486	647,317	3.53%
Human Service Specialist 4	08/27/01	DeMatte	Traci L	13	80,564		14	82,436	15	84,307	OFF	91,704	OFF	93,997	OFF	96,112	OFF	98,275	OFF	100,486	647,317	3.53%
Human Service Specialist 4	01/06/03	Rivera	Janet	12	78,693		13	80,564	14	82,436	OFF	86,415	OFF	88,575	OFF	90,568	OFF	92,606	OFF	94,690	615,854	2.90%
Human Service Specialist 4	08/25/03	Beals	Anitra Y	11	76,822		12	78,693	13	80,564	15	85,357	OFF	87,491	OFF	89,460	OFF	91,473	OFF	93,531	606,569	3.11%
Human Service Specialist 4	08/30/04	Hauserman Sr	James N	9	73,079		10	74,950	11	76,822	12	79,743	15	85,357	OFF	87,278	OFF	89,242	OFF	91,250	584,642	3.55%
Human Service Specialist 4	09/26/05	Guy	Judith	9	73,079		10	74,950	11	76,822	12	79,743	15	85,357	OFF	87,278	OFF	89,242	OFF	91,250	584,642	3.55%
Human Service Specialist 4	02/23/04	Mendez	Jema	9	73,079		10	74,950	11	76,822	12	79,743	15	85,357	OFF	87,278	OFF	89,242	OFF	91,250	584,642	3.55%
Human Service Specialist 4	12/31/07	Gaines	Crystal L	7	69,336		8	71,208	9	73,079	10	76,000	15	85,357	OFF	87,278	OFF	89,242	OFF	91,250	573,414	4.52%
Human Service Specialist 4	12/31/07	Ward	Monica L	7	69,336		8	71,208	9	73,079	10	76,000	15	85,357	OFF	87,278	OFF	89,242	OFF	91,250	573,414	4.52%
<b>SUB-TOTAL</b>		<b>14</b>			<b>1,068,083</b>			<b>1,093,459</b>		<b>1,118,752</b>		<b>1,171,497</b>		<b>1,227,560</b>		<b>1,256,277</b>		<b>1,284,547</b>		<b>1,313,449</b>	<b>8,465,542</b>	
					Increase		25,376	2.4%		25,293		52,745	4.7%		56,064		28,717		28,270		28,902	
					% Increase																	3.0%
<p>The following employees were either hired or promoted after the 1/1/2020 proposed start date of the contract. These are presented separately so as to not distort comparative numbers:</p>																						
Human Service Specialist 4	05/22/06	Banks	Christine						1	76,000	2	80,000	3	84,000	OFF	84,000	OFF	85,890	OFF	87,823	413,713	3.89%
Human Service Specialist 4	11/09/09	Ramos	Stephanie G						1	76,000	2	80,000	3	84,000	OFF	84,000	OFF	85,890	OFF	87,823	413,713	3.89%
<b>SUB-TOTAL</b>		<b>2</b>								<b>152,000</b>		<b>160,000</b>		<b>160,000</b>		<b>168,000</b>		<b>171,780</b>		<b>175,646</b>	<b>827,426</b>	
					Increase					8,000		8,000		8,000		8,000		3,780		3,866		
					% Increase																	3.7%
<p>Employees Prior to 1/1/2020: 1,093,459</p> <p>Employees After 1/1/2020: 1,171,497</p> <p>\$1,200 Signing Incentive: 19,200</p> <p>TOTAL: \$1,093,459 + \$1,118,752 + \$1,342,697 = \$1,456,327</p>																						



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

### Horizon Dental Option Plan - The Cumberland Department of Social Services

Benefit	In-Network	Out-of-Network
<b>Benefit Period</b>	Benefit Year	
<b>DEDUCTIBLE</b>		
Individual	\$25	
Family	\$75	
Deductible Applies To	<b>Preventive &amp; Diagnostic, Treatment &amp; Therapy, Endodontics, Periodontics, Oral Surgery, Prosthodontics, Crowns and Onlays and Orthodontics</b>	
<b>BENEFIT PERIOD MAXIMUM</b>	\$3,000 (per person)	
Benefit Period Maximum Applies To	<b>Preventive &amp; Diagnostic, Treatment &amp; Therapy, Endodontics, Periodontics, Oral Surgery, Prosthodontics, Crowns and Onlays and Orthodontics</b>	
<b>COINSURANCE</b>		
<b>Preventive Diagnostic</b>		
Exam and Preventive Services Exams	50%	50%
Fluoride Treatment	50%	50%
Sealants Application	50%	50%
Adult Prophylaxis	50%	50%
X-rays (Bitewing & Full Mouth)	50%	50%
<b>Treatment and Therapy</b>		
Space Maintainers	50%	50%
Amalgam Restorations	50%	50%
Composite Restorations - Anterior & Bicuspid	50%	50%
Denture Adjustments	50%	50%
Denture Repairs	50%	50%
Simple Extractions	50%	50%
<b>Endodontics</b>		
Root Canal Therapy - Anterior & Bicuspid	50%	50%
Root Canal Therapy - Molar	50%	50%
<b>Periodontics</b>		
Scaling & Root Planing	50%	50%
Gingivectomy	50%	50%
Periodontal Maintenance	50%	50%
Osseous Surgery	50%	50%
<b>Oral Surgery</b>		
Surgical Extractions	50%	50%
Partial Bony Extractions	50%	50%
Complete Bony Extractions	50%	50%
<b>Prosthodontics</b>		
Bridgework	50%	50%
Partial Dentures	50%	50%
<b>Crowns and Onlays</b>		
Crown – porcelain fused to high noble metal	50%	50%
<b>Orthodontics (Adult and Child) \$2,000 Max</b>	50%	50%
<b>Eligibility</b>	Dependent Children of enrolled employees are covered to age 19	
<b>Services are for illustrative purposes only. For complete listing of covered services, plan limitations, deductibles and maximums, consult your benefit booklet.</b>		

Products are provided by Horizon Blue Cross Blue Shield of New Jersey, an independent licensee of the Blue Cross and Blue Shield Association. Horizon Blue Cross Blue Shield of New Jersey is an independent licensee of the Blue Cross and Blue Shield Association. The Blue Cross® and Blue Shield® names and symbols are registered marks of the Blue Cross and Blue Shield Association. The Horizon® name, symbols and Making Healthcare Work® are registered marks of Horizon Blue Cross Blue Shield of New Jersey. © 2012 Horizon Blue Cross Blue Shield of New Jersey, Three Penn Plaza East, Newark, New Jersey 07105.

## **APPENDIX IV**

### **EAP Program Components**

- Benefit provided at no cost to employees and household members
- Unlimited phone counseling services available 24 hours a day, 7 days a week, 365 days a year for employees and household members
- One to three face-to-face counseling sessions per issue for employees and household members
- Online self-help wellness library
- Completely confidential in accordance with Federal and State law