

AGREEMENT  
BETWEEN  
CUMBERLAND COUNTY DIVISION OF SOCIAL SERVICES  
AND  
NEW JERSEY CIVIL SERVICE ASSOCIATION CUMBERLAND COUNTY  
COUNCIL 18

JANUARY 1, 2023-DECEMBER 31, 2027

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## PREAMBLE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE COUNTY OF CUMBERLAND (hereinafter referred to as the "EMPLOYER", or "THE COUNTY") and NEW JERSEY CIVIL SERVICE ASSOCIATION CUMBERLAND COUNTY COUNCIL 18 (hereinafter referred to as the "COUNCIL 18").

## 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 COUNTY in its capacity as an EMPLOYER, the Employees, COUNCIL 18 and the recipients of, benefits provided by and through the COUNTY.

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 COUNTY.

To those ends, the EMPLOYER and COUNCIL 18 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 COUNCIL 18, 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 Council 18

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 COUNCIL 18 as the sole and exclusive representative of all regularly employed professional and non-professional, non-supervisory employees as defined by the Act, employed by the COUNTY OF CUMBERLAND, and employed within the Cumberland County Division of Social Services, including, administrative supervisors of income maintenance, assistant administrative supervisors of income maintenance, network administrators and system analysts, except that this representation shall not extend to managerial executives, confidential employees including chief clerk, assistant chief clerk and supervising clerk, supervisors within the meaning of the Act; craft employees, police employees, casual employees, all other employees employed by the COUNTY represented by other local organizations and all other employees of the COUNTY. A list of employment Classifications included in the bargaining unit represented by COUNCIL 18 herein is attached hereto and made a party 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 designated personnel: (1) to direct all operations of the CCDOSS; (2) to direct all employees of the COUNTY; (3) to hire, promote, transfer, assign and retain employees in positions within the CCDOSS, and to suspend, demote, discharge, or take other disciplinary action against employees for good and just cause; (4) to maintain the efficiency of the government operations entrusted to it (5) to determine the methods, means, and personnel by which such operations are to be conducted; (6) to determine the number and kind of job classifications, titles, and positions; (7) to contract work including but not limited to professional and other specialized services; (8) to take whatever action may be necessary to comply with State and Federal law and regulations. The EMPLOYER's decisions on these matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions may have on employees, including but not limited to questions of workload or manning, are within the scope of collective bargaining. All management rights are subject to this Agreement and applicable law.

## **1.3. Prohibited Actions**

a. During the term of this Agreement, COUNCIL 18 agrees not to engage in or support any strike, work stoppage, slow-down or other similar concerted action by employees with the Bargaining Unit nor shall any COUNCIL 18 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 actions against an individual employee or groups of employees who violate the section.

b. During the term of this Agreement, the EMPLOYER agrees not to seek reprisals, penalize, discipline or otherwise discriminate against any individual COUNCIL 18 representative or employee within the Bargaining Unit as a result of said individual asserting any right conferred upon said individual or the membership as a whole by the terms of this Collective Bargaining Agreement nor shall the EMPLOYER or any representative of EMPLOYER institute, engage in or support a lock-out of the employees within the Bargaining Unit.

## **ARTICLE 2. COUNCIL 18 REPRESENTATION**

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

a. There shall be one (1) shop steward and one (1) alternate shop steward of COUNCIL 18 from the membership of the Bargaining Unit.

b. COUNCIL 18 has the exclusive right and discretion in the designation of Representatives as well as the delineation of their respective responsibilities and authority to act for and on behalf of the COUNCIL 18.

c. COUNCIL 18 shall notify the EMPLOYER of the name of the shop steward and alternate shop steward, in writing, no later than January 15th of each calendar year of this Agreement or within fifteen (15) calendar days of a change.

## 2.2. Access to Employees by Council 18 Representatives

a. COUNCIL 18 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 COUNCIL 18 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 Director or designee of the EMPLOYER and said activity does not interfere with the work assignment(s) of the Representative and/or employees.

b. COUNCIL 18 shall be permitted to conduct meetings with the employees at any office location maintained by EMPLOYER, provided that space is available, and approval is obtained in advance of the date and time of said meeting from the Director of Welfare.

c. COUNCIL 18 shall have a bulletin board prominently located in the general working areas in each of the office locations of the CCDOSS. COUNCIL 18 may post any appropriate material pertaining to COUNCIL 18 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 COUNCIL 18 business to employees at their desks or work stations during non-working hours.

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

f. The EMPLOYER shall provide a thirty (30) minute orientation session between any new employee and a COUNCIL 18 representative within one (1) month of said employee's date of provisional or promotional appointment. COUNCIL 18 representatives may utilize such session to familiarize said employee with the terms of the Collective Bargaining Agreement as well as related benefits of his or her employment and COUNCIL 18 membership.

## 2.3. Leave for Council 18 Representatives

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

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

c. COUNCIL 18 representatives shall be able to attend the regularly scheduled general union/trustee meetings, which generally begin at 5:30 p.m., without loss of pay to attend those meetings.

#### 2.4. Payroll Deduction of Membership Dues

##### a. Deduction of Dues By Employer

1. In accordance with all applicable provisions of the New Jersey EMPLOYER-Employee Relations Action, *Chapter 303* of the Laws of 1968 (*N.J.S.A. 34A-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 COUNCIL 18 provided as dues deduction card, supplied by the COUNCIL 18 in conformity with statutory requirements and individually and voluntarily executed by the employee, is submitted to the EMPLOYER. It is further agreed that the EMPLOYER shall remit such deductions to the COUNCIL 18 prior to the tenth (10th) day of the month following any month during which such deductions have been made by the EMPLOYER.

2. In the event that a refund is due any employee for any sums deducted from wages are paid to COUNCIL 18, it shall be the responsibility of such employee to obtain appropriate refund from COUNCIL 18.

3. If during the life of this Agreement, there shall be any change in the rate of membership dues, COUNCIL 18 shall furnish to the EMPLOYER notice of the change at least thirty (30) days prior to the effective date of such change.

4. COUNCIL 18 shall indemnify and hold the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the EMPLOYER for purpose of complying with any of the provisions of this Article.

##### b. Payroll Deduction of Voluntary Representation Fee

1. If an employee in the Bargaining Unit is not a member of the Union during the term of this Agreement and during the period, if any, between successive Agreements, such employee may pay a voluntary representation fee to COUNCIL 18 during such term or period. The purpose of the voluntary representation fee is to provide payment to COUNCIL 18 in lieu of dues for services rendered by COUNCIL 18 which benefit all employees of the Bargaining Unit and thereby offset the costs of services rendered by COUNCIL 18 as majority representative. In order to adequately offset the costs of services rendered by COUNCIL 18, voluntary representation fees shall not exceed eighty-five (85%) percent of the amount of the regular membership dues, initiation fees and assessments charged by COUNCIL 18 to its own members. The following 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 Law.

2 The EMPLOYER shall submit a current list of all employees in the Bargaining Unit to COUNCIL 18 as required by the Workplace Democracy Enhancement Act. COUNCIL 18 shall submit to the EMPLOYER a list of those employees in the Bargaining Unit who have not chosen to be members of COUNCIL 18. The EMPLOYER shall deduct from the salary of such employees in accordance with this *Section 2.4.*, below, the full amount of the voluntary representation fee and shall transmit same promptly to COUNCIL 18. COUNCIL 18 shall notify the EMPLOYER in writing of any change in the list and/or the amount of the voluntary representation fee.

3. The EMPLOYER shall deduct the voluntary 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 COUNCIL 18. The voluntary 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 any 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 voluntary 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 the voluntary representation fees and the transmission of such fees to COUNCIL 18 will, as nearly as possible, be identical to those used for the deduction and transmission of regular membership dues paid to COUNCIL 18 by payroll deduction.

4. The Union agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the County at the request of the Union under this Article.

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

The EMPLOYER and COUNCIL 18 agree that there shall not be any discrimination against any employee within the Bargaining Unit because of race, color, national origin, sex, (including pregnancy), familial status, age, disability, religion, political affiliation or COUNCIL 18 membership, or any other class protected under Federal, State, or local law.

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

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

a. A grievance is a claim by an employee within the Bargaining Unit or COUNCIL 18 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 Bargaining Unit.

b. An aggrieved person is the person or persons or COUNCIL 18 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 COUNCIL 18 on behalf of the employee(s) of 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.

#### **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 or group or class of employees upon reasonable notice. 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 or group or class of employees shall first submit the grievance in writing to the Director of Welfare within ten (10) working days of its occurrence or within ten (10) working 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 County Director of Human Resources

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 at said level, he or she may submit the grievance in writing to the Cumberland County Director of Human Resources or his/her designee 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 Arbitration

1. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if a decision has not been rendered by the Director of Human Resources during the time period provided in *Section 4.3.b.*, above, the aggrieved person may request in writing that COUNCIL 18 submit the grievance to arbitration. Said request must be submitted to COUNCIL 18 with notice to the Director of Welfare with a copy to Cumberland County Director of Human Resources 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.

2. If COUNCIL 18 determines that the grievance is meritorious, it may submit the grievance to arbitration within thirty (30) 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 COUNCIL 18 shall request a list of arbitrators from the Public Employment Relations Commission, if applicable. The parties shall then be accordingly bound by the rules and procedures of the Public Employment Relations Commission whichever has been selected by the parties.

4. The arbitrator's decision shall be in writing and submitted to the EMPLOYER and COUNCIL 18. Said decision shall be final and binding on the parties.

5. In the event the procedural arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator. PERC retains exclusive jurisdiction as to substantive arbitrability.

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 COUNCIL 18. 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 an Arbitration, the Arbitrator shall be without authority to hear the grievance.

d. Calculation of any time period herein shall include the day upon which an event takes place or when the party knew or should of known of the triggering event, i.e. grievance or response.

e. Only one (1) grievance may be submitted to arbitration before one (1) arbitrator.

f. Working days, as set forth in this Article, shall be Monday through Friday, irrespective of whether the employee works the days or not.

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

Only COUNCIL 18 may represent the grievant above Level One. The grievant shall not pursue the grievance beyond Level One without COUNCIL 18's representation.

#### **4.5. Rights of Council 18.**

COUNCIL 18 may continue a grievance through all applicable levels of this procedure even through the aggrieved person does not wish to do so if said grievance affects or has application to a group or class of employees within the Bargaining Unit.

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

a. Decisions rendered at Levels One and Two 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 COUNCIL 18. Decisions rendered at Level Three shall be in accordance with the procedures set forth in *Section 4.3.c.* above.

b. 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.

c. 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 COUNCIL 18 or any other participant in the grievance procedure by reason of such participation.

d. Forms for filing grievances, serving notices, taking appeals and other necessary documents shall be prepared jointly by the COUNTY and COUNCIL 18 and given appropriate distribution so as to facilitate operation of the grievance procedure.

e. Any provision contained within this Article or elsewhere in the Collective Bargaining Agreement shall not be construed as requiring COUNCIL 18 to submit a grievance to arbitration or to represent an employee in any proceedings instituted with the New Jersey Civil Service Commission. COUNCIL 18'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 COUNCIL 18 but does not extinguish the rights of the grievant to pursue the matter through the grievance process subject to *Section 4.4.* above; however, the decision to proceed to arbitration is at the sole discretion of COUNCIL 18.

f. Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or COUNCIL 18 from pursuing informal efforts with the EMPLOYER to effectuate a prompt and amicable resolution of the matter in controversy.

g. 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 procedures shall be deemed a rejection of the grievance.

## ARTICLE 5. SALARY AND RELATED COMPENSATION

### 5.1. Salary.

- a. Increases shall be given to members of the bargaining unit as follows:
  - (1) Effective January 1, 2023, a new wage guide shall be in effect and is attached as Exhibit A. Employees shall proceed through the guide as attached. Employees shall receive a \$1,600 signing bonus.
  - (2) In order to be eligible for the 2023 increase, the bargaining unit member must be on the active payroll of the DIVISION and a member of the bargaining unit as of the final execution date of this Agreement by both parties.
  - (3) Members of the bargaining unit who reach top step during the term of this Agreement shall then receive a 2.5% increase, per year, as is reflected on the attached.
  - (4) Employees shall receive their increase, if called for in this Agreement, on January 1st of each year of this Agreement. This assumes that the employee has been promoted from the ranks of DOSS. If the employee was hired from outside of DOSS, the following shall apply: if the Employee hired on or before June 30th he/she shall receive their increase on January 1st of the following year. If the Employee was hired on or after July 1st, then the Employee shall not receive their increase until July 1st of the following their first complete twelve (12) month employment. Thereafter, these employees shall receive their increase on January 1st of each year.
- b. Anniversary dates for employees on leave without pay, excluding military leave,

leave due to work-related illness or injury, or leave subject to the Family Leave Act, shall change as follows:

1. There will be no change in the anniversary date for employees who are out of work on leave of absence without pay for less than thirty (30) calendar days.
2. If the leave of absence without pay exceeds thirty (30) days, anniversary dates will change as follows:
  - (a) If the leave of absence exceeds thirty (30) calendar days but is less than or equal to one hundred twenty (120) calendar days, the anniversary date will change to one (1) quarter later.
  - (b) If the leave exceeds one hundred twenty (120) calendar days but is less than or equal to two hundred ten (210) calendar days, the anniversary date will change to two (2) quarters later.
  - (c) If the leave exceeds two hundred ten (210) calendar days but is less than or equal to three hundred (300) calendar days, the anniversary date will change to three (3) quarters later.
  - (d) If the leave exceeds three hundred (300) calendar days but is less than or equal to three hundred sixty-five (365) calendar days, the anniversary date will change to four (4) quarters later.

## 5.2. Longevity Pay.

No bargaining unit member shall receive any longevity payment at all starting on January 1, 2013 and going forward.

## 5.3. Overtime Pay.

a. All authorized overtime work beyond forty (40) hours worked, excluding paid and unpaid leave, except for holidays, in any week by an employee in a fixed work week classification shall be compensated by cash payment at one and one-half (1/2) times the employee's hourly rate of pay. For the purposes of calculating overtime, only holiday leave shall count as hours worked. All other leave time shall not count as hours worked.

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

#### 5.4. Annual Salary.

Salary shall be calculated and paid on an annual basis. Payment shall be by way of bi-weekly payroll, as set forth in Article 6.14. The annual salary shall be allocated on a bi-weekly basis as follows: Annual salary divided by number of hours scheduled to work in the calendar year.

### ARTICLE 6. BENEFITS.

#### 6.1. Health Insurance Coverage

a. Effective November 1, 2018, all employees receiving benefits from the County shall be enrolled in the Base Plan which shall be considered the "Base Plan" for benefits paid for by the county subject to the premium sharing amounts currently paid by employees (*Chapter 78* Schedule). Employees will still have the right to select other plans offered by the County 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 pay premium sharing as stated above (i.e., the difference between the Base Plan and chosen plan plus Base Plan *Chapter 78* premium sharing) all plans shall be subject to a \$100 emergency room co-pay effective November 1, 2018.

b. In any instance where an eligible permanent or provisional employee within the Bargaining Unit is granted an approved FMLA/FLA leave without pay, the EMPLOYER shall extend and pay the cost of health insurance coverage for said employee and any enrolled dependents pursuant to the FMLA/FLA. In any instance where said approved FMLA/FLA leave, as described above, exceeds the limits specified in the FMLA/FLA Act, or at the beginning of an approved personal leave without pay, the eligible employee may pre-pay the insurance premiums at group rates necessary to continue such coverage for an additional period as specified under COBRA. In the event the employee is in "no pay" status, the employer may pay 100% of the cost of the insurance subject to the employee re-paying the Employer the cost of the employee's contributions.

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

d. Effective January 1, 2012, the provision of Ch. 78, P.L. 2011 shall apply to all bargaining unit employees, including all applicable retirees. Employees shall be responsible for any increase in Chapter 78 contribution, effective January 1, 2023, as a result of salary increases. This is noted on the attached wage guide.

#### 6.2. Prescription Drug Program.

##### Prescription Copayments.

Effective November 1, 2018, all plans shall be subject to Rx co-pays as follows:

Generic - \$10.00

Preferred - \$25.00

Non-preferred - \$50.00

### 6.3. Dental Plan/Vision Plan.

#### Dental Plus Vision Plan.

Effective November 1, 2018 employees shall be subject to the premium sharing amounts currently paid by all employees (*Chapter 78* Schedule). Employees shall receive plans as provided to other County employees.

### 6.4. Temporary Disability Insurance.

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

### 6.5. 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 State DIVISION of Pensions.

### 6.6. Retirement Benefits.

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

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

1. Retire from active employment with the EMPLOYER under the NJ State Pension Program; and
2. Be enrolled in the EMPLOYER'S Health Insurance Plan; and
3. Have at least twenty-five (25) years of continuous and consecutive employment service with the EMPLOYER, or at least twenty (20) years of employment service with the EMPLOYER 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.
5. The following retired employees shall be excluded from eligibility even though they would otherwise qualify:
  - 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 County Health Benefits Plan.
6. All coverage under this plan shall terminate upon the death of the retired employee.

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

1. The afore described payment shall be computed at the rate of one-half (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 Fifteen Thousand (\$15,000.00) Dollars or a cap established by the Legislature, whichever is less, irrespective of any guidelines established by the Legislature otherwise.
2. The afore described payment shall be paid to the employee in a lump sum within thirty (30) days of the effective date of retirement. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.

d. The County will provide retiree health benefits in accordance with County Policy 2.11 as currently written and as may be amended from time to time. Any employee hired on or after January 1, 2019, shall not receive County 80/20 healthcare benefits after reaching their Medicare eligible date.

## **6.7. 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 subsection shall not exceed the tuition rate at Rowan University for Cumberland County residents.

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

d. The EMPLOYER shall be obligated to pay no more than \$5,000.00 in tuition reimbursement in any calendar year. Reimbursement shall be allocated on a first submit, first paid basis to employees. The rate for tuition reimbursement shall be paid at the same rate per credit hour which is charged by Rowan University for Cumberland County residents. The EMPLOYER encourages bargaining unit members to take classes at Cumberland County College.

e. In order to qualify for actual tuition reimbursement payment, an eligible participating employee shall set forth on his/her application for tuition reimbursement the end of semester date and/or end date for completion of course work. Prior approval by the EMPLOYER shall be required. The employee must, no later than forty-five (45) days after the end of the semester date or end date for completion of course work pre-approved by the EMPLOYER, submit his/her voucher for payment; with the attached grade .documentation if, as of the due date required for submission, the employee has not for any reason received a- letter grad of "B" or above or pass a grade, the employee. shall not then be eligible for tuition reimbursement. An Incomplete grade or course withdrawal- shall not qualify for reimbursement.

f. If an employee leaves within two (2) years of receiving tuition reimbursement from the EMPLOYER, the employee shall reimburse the EMPLOYER for all monies received during this period. That shall not apply if the employee's departure is based upon an employee's layoff by the EMPLOYER. This subsection shall be non-arbitrable.

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

a. Any employee within the Bargaining Unit authorized and required by the EMPLOYER to utilize his or her own privately vehicle for official business shall be reimbursed the IRS Standard Mileage Rates per mile upon submission of an itemized voucher for same. The EMPLOYER shall deny the reimbursement voucher if the reimbursement voucher is submitted more than sixty (60) days from the date the mileage was incurred. In no event, shall the employee be reimbursed less than \$0.50 per mile driven. However, employees must use a County vehicle if a County vehicle is available. There shall be no reimbursement for mileage to an employee if on the day of travel a County vehicle was available for their use. The employee shall be responsible to check with and schedule the vehicle for use with the department scheduler. Failure to check for availability or failure to use a County vehicle will automatically default to no mileage reimbursement.

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

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

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

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

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

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

COUNCIL 18 agrees that the EMPLOYER shall effectuate a bi-weekly payroll (with payroll distributed every other Friday). Direct deposit shall be required.

## ARTICLE 7. LEAVE WITH PAY

### 7.1. Personal Leave.

a. Eligible employees within this Bargaining Unit shall be entitled to thirty-two (32) hours of personal leave of absence with pay. In all cases, said leave credit not to accumulate beyond the calendar year during which said leave was earned by an individual employee.

1. Newly hired employees shall be entitled to four (4) hours of personal leave after each full calendar month of employment to a maximum of thirty-two (32) hours during the remainder of said initial calendar year of employment.
2. Any remaining Personal Leave in an amount less than one (1) hour shall be taken in that remaining increment. Except for one-half (1/2) day leaves, any personal leave that results in a unit of time other than one (1) hour will be rounded and charged to the next higher hour. One-half (1/2) day leave includes leave for the full morning before or the afternoon subsequent to an assigned alternate lunch period.

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

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

1. Priority in granting request for personal leave shall be given first for emergent reasons and, thereafter, to observation of religious or other days of celebration not defined as a holiday in *Section 7.2.*, below.
2. Otherwise, priority will be determined on the basis of seniority.

### 7.2. Holiday Leave.

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth (observed on day observed by State of NJ)	
Independence Day	Christmas 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 EMPLOYER to allow for an orderly arrangement of EMPLOYER affairs or business, or when the Cumberland County Board of Chosen Freeholders declares a holiday for all County Employees.

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

**7.3. Vacation Leave.**

Any employee to be hired on or after January 1, 2019 shall receive twenty (20) vacation days after completion of twenty (20) years of service.

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

Vacation	Eligibility
One (1) working day for each month of employment during the first calendar year of said employment	
Twelve (12) working days	Start of first full calendar 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. Employees may automatically carry over five (5) vacation days to the following year. The County, in its sole discretion, may approve additional days to be carried over where the demands of work prevented the use of those days.

c. Eligible employees within the Bargaining Unit who have been in continuous employment for at least one (1) year may, on written request, made at least twenty (20) working days in advance of said proposed vacation, shall receive such leave in increments of a week of five (5) days (Monday-Friday) in said calendar year upon the approval by the Supervisor and Administrator with consideration of the orderly flow of work within the work unit. Employees shall be required to request in writing, at least ten (10) working days in advance of proposed vacation leave, such leave, which leave request shall be considered under the same criteria as provided above in this subparagraph. Any overdrawn leave shall be recouped through lump sum payment or ten (10%) percent of the weekly gross pay, which shall be effectuated prior to the end of the relevant calendar year by way of lump sum payment or implementation of ten (10) percent withholding. Recoupment shall be mandatory, but the methods of recoupment as set forth herein shall be at the option of the employee. Any overdrawn leave shall be reimbursed to the EMPLOYER within one (1) year. The EMPLOYER reserves the right to take appropriate action to recover monies uncollected.

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

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

#### 7.4. Sick Leave.

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

1. In each calendar year continuous employment, an employee shall be entitled to one hundred twenty (120) 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 New Jersey 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 eight (8) hours per month of service during said initial calendar year of employment. Upon the start of the employee's first full calendar year, the employee will be credited with one hundred twenty (120) hours of sick leave as set above.
3. Any overdrawn leave shall be recovered through lump sum payment or ten (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. Any overdrawn leave shall be reimbursed to the CCDOSS within thirty (30) calendar days.

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, injury or exposure to contagious disease.

1. Sick leave may also be used due to a death in an employee's immediate family upon the exhaustion of bereavement leave as set forth in Article 7.6 or for the attendant of the employee upon a member of his or her immediate family who is ill.
2. An employee utilizing sick leave as set forth in *Section (b)(1)* will only be permitted to utilize a maximum of five (5) consecutive sick leave days. Thereafter, the employee must apply for leave under the FMLA.
3. Sick leave utilized for the purposes in *Section b(1) and b(2)* shall be subject to all verification and call out procedures set forth in this Article.

c. In all cases of illness of any duration, an employee is required to notify the Director or designee promptly each day of the absence and the reason for absence no later than twenty (20) minutes before the EMPLOYEE's starting time on the day of absence.

1. 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.
2. The EMPLOYER may require proof of illness of an employee on sick leave.
3. 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' ear unless such illness is of chronic or recurring nature requiring recurring absences of one (1) day or less in which case an intermittent leave under FMLA shall be initiated. Additional medical documentation or a referral 'to a medical expert as specified by the EMPLOYER may be requested at any time during the period(s) stated above. Failure to follow the above procedures may result in unpaid absences or disciplinary action.
4. An employee who has been absent on sick leave for a period of five (5) or more consecutive days is required to submit acceptable medical evidence upon return to employment.

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

e. An employee may 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.

f. Abuse of sick leave and/or chronic absenteeism and/or excessive absenteeism shall subject the employee to disciplinary actions, up to and including termination.

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

a. When an Employee suffers an injury compensable pursuant to the New Jersey Workers' Compensation Act (N.J.S.A. 34:15-1, et. Seq.), 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 injury compensable pursuant to the New Jersey Workers' Compensation Act (N.J.S.A. 34:15-1, et. Seq.) beyond the initial thirty (30) day period the Employee will be entitled to workers' compensation benefits as set forth under the law. Employee benefit time shall continue to accrue during the period of workers' 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 County shall continue to remit pension contributions as required under statute.

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

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

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

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

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

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

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

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

1. An employee will not be excused from work for other than the number of days of such jury duty actually performed by an employee.
2. Any salary or wages paid or payable to an employee for such leave shall not be reduced by the amount of compensation received by the employee pursuant to the applicable State statute.

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

EMPLOYER or any judicial actions where the employee is a party to the action.

1. An employee will not be excused from work for other than the number of days of actual attendance by an employee.
2. Any salary or wages paid or payable to an employee for such leave shall not be reduced by the payment of compensation received by the employee pursuant to the applicable state statute.

c. An affected employee shall notify the EMPLOYER immediately of his or her requirement for the leave described above and subsequently furnish proof that he or she performed the duty for which the leave was requested herein.

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

Leave shall be provided in compliance with Federal USERRA and State Law (See N.J.A.C. 4A:6-1.11 and N.J.A.C. 5A:2-1, et seq.)

### **7.9. Donated Leave Program.**

Members of this bargaining unit shall be covered by the following donated sick leave program if all other collective bargaining organizations of the EMPLOYER agree, subject to all of the conditions below:

#### **A. Eligibility**

- (1) An employee to be eligible for the program, as either a leave recipient or a leave donor, must have completed at least five (5) continuous years of service with the EMPLOYER;
- (2) An employee cannot be eligible for the program unless he/she has exhausted all accrued and current sick leave, accrued and current vacation leave, accrued and current personal leave, all sick leave injury benefits, if any, and all compensatory time off;
- (3) An employee cannot be eligible for the program if he/she has been disciplined for chronic or excessive absenteeism; chronic or excessive lateness; or, abuse of leave within two (2) years from the date the donated leave is needed; and
- (4) The employee seeking the donated leave:
  - (a) suffers from a catastrophic health condition or injury, as defined below; or
  - (b) needs the donated leave to provide care to a member of the employee's immediate family, as defined below who is suffering from a catastrophic

health condition or injury, as defined below; or,

- (c) requires an absence from work due to the donation of an organ or bone marrow.

**B. Definitions**

- (1) Catastrophic health condition or injury, as it is specifically relates to a donated leave recipient only is defined as:
  - (a) Life threatening condition or combination of life-threatening conditions; or,
  - (b) A period of disability required by the employee's physician as to his/her mental or physical condition or as to the health of the employee's fetus which requires the care of a physician, who must provide medical verification of the need for the employee's absence from work for sixty (60) or more consecutive workdays.
- (2) Immediate family shall be defined, herein as the employee's spouse, domestic partner (as defined by §4 of P.L. 2003, c. 246), child, legal - ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the employee's household.
- (3) Catastrophic health condition or injury for those covered in §A(4)(b) above is defined as:
  - (a) Life-threatening condition or combination of life-threatening conditions; or
  - (b) A period of disability required by the immediate family member's physician as to the immediate family member's mental or physical condition which. requires the care of a physician who must provide a medical verification of the need for the immediate family member's care by the employee for a sixty (60) or more consecutive work days of the employee.

C. An employee may request that the Director approve his/her participation in the donated leave program, either as a leave recipient or a leave donor. The decision to approve/reject an employee as either a leave recipient or a leave donor is non-grievable, but shall not be unreasonably withheld.

- (1) The employee seeking leave recipient designation must submit to the Director medical verification from a licensed physician concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the

case may be.

- (2) When the Director has approved an employee as a leave recipient, the Director shall, and only with the employee's written consent, post or circulate the employee's name, along with those of other eligible employees, in a conspicuous manner to encourage the donation of leave time and shall provide notice to all negotiations representatives who represent the EMPLOYER'S employees.
- (3) If an employee is unable to consent to posting or circulating, the employee's immediate family may consent, in writing, on his/her behalf.

D. Leave recipients must receive at least five (5) sick days or five (5) vacation days or a combination of both amounting to at least five (5) leave days from one (1) or more leave donors to participate in this program. A leave donor shall only donate whole sick or whole vacation days and may not donate more than twenty (20) sick leave days or twenty (20) vacation days or a combination of both amounting to twenty (20) leave days to any one (1) leave recipient.

E. A leave donor can only donate to employees in his/her respective collective bargaining unit, unless specifically approved in writing by the Director. Non-bargaining unit members can receive donations from any of EMPLOYER'S employees.

F. A leave recipient cannot receive more than one hundred thirty (130) total sick and/or vacation days and shall not receive any such days on a retroactive basis.

G. Once a leave recipient has applied and has been approved for leave donation, even if he/she does not receive the minimum amount of time under §D above, they shall not be eligible to receive donated leave for a two (2) year period from the original application.

H. In order to be a leave donor, the donor must have at least forty (40) days of accrued sick leave on the EMPLOYER'S books if donating sick leave and at least fifteen (15) days of accrued vacation leave on the EMPLOYER'S books if donating vacation leave.

I. Once a donation of leave has been made by pledging time in writing on behalf of the leave recipient, the leave donor cannot revoke the donation.

J. While on the donated leave program, a leave recipient shall accrue sick leave and vacation leave and shall be entitled to retain such leave upon his/her return to work from the program.

K. Any unused donated leave shall be returned to leave donor(s) on a pro-rated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one (1) day per donor to be returned, that leave time shall not be returned to the leave donor, but shall accrue to the leave recipient as modified below.

L. Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days and/or vacation days he/she received through the leave donation process.

M. No employee shall be permitted/allowed to threaten or coerce or attempt to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving and/or using donated leave time. Such prohibited acts include, but are not limited to, promising to confer or conferring a benefit such as an appointment or promotion or favorable terms and conditions of employment or making a threat to engage in, or engaging in, an act of retaliation against an employee. Any employee found to have violated this section shall be subject to disciplinary action, up to and including termination from the EMPLOYER'S employ.

N. The Director of Human Resources, or designee is hereby named as the donated leave program administrator for the EMPLOYER.

I. This donated leave program shall not become effective until:

- (1) It has been provided to each applicable negotiations representative covering EMPLOYER'S employees and there has been consultations with the affected negotiations representatives.
- (2) This program has been submitted to the Commissioner of the Civil Service Commission, along with the summary of the provisions of §0(1) above, at least thirty (30) calendar days in advance of the planned implementation of the donated leave program.
- (3) The Commissioner of the Civil Service Commission approves the donated leave program.

P. The EMPLOYER may suspend or terminate the donated leave program at any time for any reason upon thirty (30) calendar days written notice of such program suspension/termination to the Commissioner of the Civil Service Commission, all affected employees and labor negotiations representatives.

## **7.10 CONCURRENT LEAVE**

Any employee utilizing FMLA or NJ FLA shall be required to use any and all sick leave concurrently with the employee's FMLA or NJ FLA.

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

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

a. Eligible employees within the Bargaining Unit, who otherwise do not qualify for leave under the FMLA/FLA Act, may, for reasons satisfactory to the EMPLOYER and the 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 (6) 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 job duties. If any 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 rate as specified under COBRA.

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

### **8.2. Family Medical Leave Act and New Jersey Family Leave Act..**

Employee may be entitled to family/medical leave under the Federal Family and Medical Leave Act (FMLA) and/or the State Family Leave Act (*FLA – N.J.S.A. 34:11B-1, et. Seq.*) and administrative regulations promulgated thereunder.

### **8.3. Active Military Service Leave.**

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

1. In case of service-connected illness or wound which prevents said employee from returning to his employment, such leave shall be extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the date of discharge.
2. An employee who voluntarily continues in the military service beyond the time when he or she may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned employment and resigned.

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

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

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

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

a. The work week for employees within the Bargaining Unit shall consist of forty (40) hours, consisting of five (5) eight (8) hour work days, Monday through Friday.

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

c. Employees shall receive either an unpaid one-half (Vi) hour or an unpaid one (1) hour lunch period during each work day. The length of said lunch period shall be determined as part of the Employee's initial weekly schedule as set forth in *Section 9.1.a.* above, with any changes in same to be handled in the same manner as set forth in *Section 9.1.a.* above.

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

### **9.2. Overtime.**

a. Employees shall receive compensation for hours worked during any work week in excess forty (40) hours worked, excluding paid and unpaid leave, except for holidays.

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

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

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

a. The closing of any office location maintained by the EMPLOYER due to inclement weather or an emergency as determined in the sole discretion of the County Administrator of his/her designee shall not result in the loss of pay for any eligible employee within the Bargaining Unit and, furthermore, the EMPLOYER will not require the employee to utilize any accrued paid leave time while the office is closed. However, the EMPLOYER may deduct accrued paid leave from an employee after the office has reopened.

b. Any closing announcements shall be in accordance with the County's procedure.



## ARTICLE 10. PERSONNEL.

### 10.1. Seniority.

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

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

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

#### a. Promotions.

1. Promotional qualifications and procedures utilized by the EMPLOYER will be in accordance with the rules and regulations promulgated by the New Jersey Civil Service Commission.
2. Eligible employees within the Bargaining Unit who are on an approved leave of absence and any employee certified as legally blind shall be notified of all promotional opportunities.

#### b. Transfers.

Qualifications and procedures for the transfer of an employee from one employment classification to another by the EMPLOYER will be in accordance with the rules and regulations promulgated by the New Jersey Civil Service Commission.

#### c. Work Assignments.

1. Any eligible employee with the Bargaining Unit transferred or assigned to duties outside his or her employment classification for a period in excess of fifteen (15) consecutive calendar days shall receive appropriate compensation on the same basis as if said employee has been provisionally promoted to a classification encompassing said duties.
2. An employee may request a desk audit conducted by the New Jersey Civil Service Commission for any reason other than that stated in sub-paragraph (a), immediately above.

### **10.3. Discipline.**

a. Any disciplinary action including a written reprimand, suspension, fine, demotion or discharge, shall be for just cause and the EMPLOYER will adhere to the steps of progressive discipline, but reserve the right to bypass steps in the event the circumstances warrant such action, 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.

d. An employee is entitled to have a COUNCIL 18 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, or which the employer or employee reasonably believes may lead to discipline. The Employer shall inform the employee of their right to a representative prior to conducting any such conference or hearing. It is understood that said representation will not be required or permitted at any conference which has, as its purpose, information or instruction.

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

a. Upon reasonable request, employees shall have the opportunity to examine and review all documentation contained within his or her personnel file. The EMPLOYER shall have the right to require said review to take place in the presence of a representative of the EMPLOYER at a time specified by the Director of the Division of Social Services. It is expressly understood that said review shall take place only at the relevant office location maintained by the EMPLOYER and an employee is not permitted to remove the subject file from said location. The request to review one's personnel file must be accomplished by signing and dating a log book in the possession of the appropriate EMPLOYER representative.

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

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

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

## ARTICLE 11 APPLICABLE STATUTES.

This Agreement is intended to comply with the Constitution of the United States and the State of New Jersey, respectively, the New Jersey Employer-Employees Relations Act, *Chapter 303* of the Laws of 1968 (*N.J.S.A. 34:13A-1 et. seq.*), as amended, the New Jersey Civil Service Act, *Chapter 112* of Laws of 1986 (*N.J.S.A. 11A:6-16 et. seq.*), as amended, Workplace Democracy Enhancement Act, *Chapter 15* of the Laws of 2018 (N.J.S.A. 34:13A-54.11, 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 12. MISCELLANEOUS PROVISIONS.

### 121. Savings Clause.

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

### 122. 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.

### 123. 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.

### 124. 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 COUNCIL 18. 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, modify, amend or interpret the terms and conditions embodied in this Agreement. Any prior commitment or agreement between the EMPLOYER and COUNCIL 18 or any individual employee within the Bargaining Unit is superseded upon execution of the within Agreement.

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

A copy of this Agreement shall be available to all employees per the Employer intranet. Employees may print a copy of this Agreement utilizing the Employer's printer and paper.

#### **12.6. 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 representative each from Management and the COUNCIL 18 shall be created. which shall meet quarterly for reviewing health and safety conditions and making recommendations for their improvement. Such Committee shall be responsible for creation of subcommittees to deal with particular problems.

#### **12.7. Responsible Council 18 Employer Relationship.**

The EMPLOYER and COUNCIL 18 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 EMPLOYER and COUNCIL 18 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 COUNCIL 18's status as exclusive bargaining representative of all employees covered by This contract and management's role as the EMPLOYER.

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

The EMPLOYER shall endeavor to provide employee cross training regarding job duties and responsibilities. The Training Advisory Committee shall meet to develop and recommend a plan to address the Agency's needs in regard to cross training. Additionally, the EMPLOYER shall provide bargaining unit members with management training.

## ARTICLE 13. TERM OF AGREEMENT

### 13.1. Term.

This Agreement shall be in effect from January 1, 2023 until December 31, 2027 and, thereafter, unless modified by a subsequent Agreement.

### 13.2. Negotiation of Successor Agreement

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

No pay increases or retro pay shall be made until such time as the County has received the ratified, signed/executed Collective Bargaining Agreement.

Members must be actively at work at the time of the signing of the MOU to receive any pay increases or new benefits.

All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.

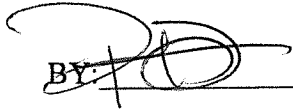
All terms and conditions previously agreed to shall remain settled and incorporated into the new Agreement.

All other terms and conditions not contained herein shall remain status quo.

Any and all retroactive payments due pursuant to this Agreement shall be retroactive to January 1, 2023.

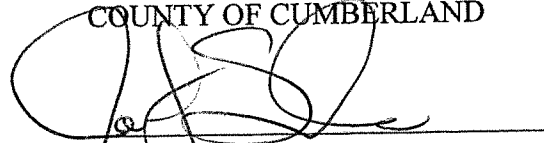
SIGNATURES.

ATTEST:

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

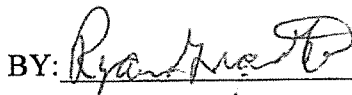
DATED: 2/13/14 \_\_\_\_\_

COUNTY OF CUMBERLAND

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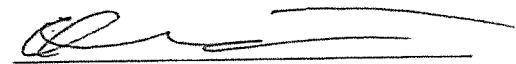
Joseph V. Sileo, Director  
2/13/24

ATTEST:

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

DATED: 2/1/2024 \_\_\_\_\_

COUNCIL 18

 \_\_\_\_\_

2/1/24 \_\_\_\_\_

**COUNTY OF CUMBERLAND**  
**Council 18 - Wage Guide 2023-2027**

Position Title	2023-2027		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Total	Ave. %
	Min	Max									
Admin Super Income Maintenance	97,000	112,000	97,000	99,500	102,000	104,500	107,000	109,500	112,000	15,000	2.58%
Asst Admin Super Income Maint	83,000	98,000	83,000	85,500	88,000	90,500	93,000	95,500	98,000	15,000	3.01%
Network Administrator 1	82,000	97,000	82,000	84,500	87,000	89,500	92,000	94,500	97,000	15,000	3.05%

*This guide remains in effective for all five (5) years of the contract.*

**COUNTY OF CUMBERLAND**  
Council 18 - FINAL Cost-Out 2023-2027

Position	Last Name	First Name	Hire Date	2022							Total Contract	Ave. %						
				2023	2024	2025	2026	2027	2028	2029								
Admin Super Income Maintenance	Rodriguez	Iriedza	10/30/2000	OFF	4	104,500	5	107,000	6	109,500	7	112,000	OFF	114,800	547,800	3.25%		
Admin Super Income Maintenance	Byrant	Kimberly E	5/29/2001	13	5	107,000	6	109,500	7	112,000	OFF	114,800	OFF	117,670	560,970	2.99%		
Network Administrator I	Granato	Ryan R	2/2/2004	OFF	3	87,000	4	89,500	5	92,000	6	94,500	7	97,000	460,000	3.49%		
<b>TOTAL</b>						283,718		298,500		306,000		313,500		321,300		329,470	1,568,770	3.23%
				\$ Increase		14,782		7,500		7,500		7,500		7,800		8,170		
				% Increase		5.21%		2.51%		2.45%		2.49%		2.54%				

The following employees were either hired or promoted after the 1/1/2023 proposed start date of the contract. These are presented separately so as to not distort comparative numbers:

Asst Admin Super Income Maint	Berry	Lisamarie	6/3/2002	Promoted 2023	7	98,000	OFF	100,450	OFF	102,961	OFF	105,535	OFF	108,173	515,119	2.60%
				Signing Incentive		\$1,600	/ea	6,400								