

**AGREEMENT  
BETWEEN  
CUMBERLAND COUNTY  
AND  
AMALGAMATED LOCAL 2327,  
UNITED AUTO WORKERS OF AMERICA,  
AFL-CIO  
DIVISION OF SOCIAL SERVICES  
RANK & FILE UNIT  
JANUARY 1, 2016 – DECEMBER 31, 2019**

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## PREAMBLE

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between **THE COUNTY OF CUMBERLAND**, (hereinafter referred to as the "COUNTY", the "BOARD", or "CCDSS") and **AMALGAMATED LOCAL 2327, UNITED AUTO WORKERS OF AMERICA, AFL-CIO** (hereinafter referred to as the "UNION").

## PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the 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 amongst 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 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, supervisory personnel, 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 this Bargaining Unit.

## **1.2. Management Rights.**

a. The EMPLOYER hereby reserves and retains unto itself those powers, rights, authority, duties and responsibilities conferred upon and vested in it by law including, but not limited to, the right to: (1) manage and administer the affairs and operations of the EMPLOYER, (2) direct its working forces and operations; and, (3) hire, promote, assign and discipline employees in accordance with law.

b. The powers, rights, authority, duties and responsibilities of the EMPLOYER, as described above, and the exercise of discretion pursuant thereto, shall be limited only by the requirement of conformity with the Laws of the United States of America, the Laws of the State of New Jersey, the rules, regulations and/or directives promulgated by the New Jersey Division of Family Development and the terms of this Collective Bargaining Agreement.

## **1.3. Prohibited Actions.**

a. During the term of this Agreement, the UNION 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 UNION representative engage in any individual action or conduct which has the purpose of inducing said employees to engage in such prohibited activities.

b. During the term of this Agreement, the EMPLOYER agrees not to seek reprisals, penalize, discipline or otherwise discriminate against any individual UNION 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. UNION REPRESENTATION.**

### **2.1. Designation of Stewards/Alternates.**

a. There shall be six (6) duly selected representatives of the UNION from the membership of the Bargaining Unit, (hereinafter each called "Steward" and/or "Alternate") to be selected by the UNION based upon the distribution of employees at each office location of the EMPLOYER. The designation of Stewards and/or Alternates shall be solely at the UNION's discretion, but shall not exceed in total six (6) such designations.

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

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

d. The UNION shall notify the EMPLOYER of the names of all duly selected Stewards and Alternates, in writing, no later than January 15<sup>th</sup> of each year of the Agreement or within fifteen (15) calendar days of a change in such.

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

a. Union 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 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.

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

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

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

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 hire. UNION 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 Union membership.

## **2.3. Leave for Union Representatives.**

a. A Steward 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 Steward.

b. A Steward 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 Steward.

c. Two (2) Members designated by the UNION shall be permitted during working hours without loss of pay to attend the UAW International Constitutional Convention which is held once in a four (4) year period as designated by the International Office. Written notice by the UNION shall be provided, specifying the individual(s) affected shall be provided to the

EMPLOYER no less than thirty (30) days prior to the commencement of said Convention. Confirmation of attendance at the Convention shall, upon request, be submitted by the UNION. Said leave may be inclusive of the duration of the Convention with a reasonable time allowed for time to travel to and from said Convention; however, said leave shall not exceed five (5) working days for each member designated to attend the Convention.

d. Stewards/Alternates shall be allowed nine (9) days total paid leave by the EMPLOYER per year to attend the UAW Local 2327 Joint Council Meeting. The nine (9) days total specified in this sub-paragraph may be allocated at the discretion of the UNION among its Stewards/ Alternates. Written notice by the UNION, specifying the individual(s) affected, shall be provided to the EMPLOYER at least seven (7) days prior to the Meeting date. A certificate of attendance to said Meeting shall, upon request, be submitted by the UNION representative(s) in attendance.

#### **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. 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 the UNION provided dues deduction card, supplied by the UNION in conformity with statutory requirements and signed by the employee, is submitted to the EMPLOYER. It is further agreed that the EMPLOYER shall remit such deductions to the 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 so 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 representative 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. The UNION shall be responsible 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



## 2.5 Payroll Deduction of Representation Fee.

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

b. If any 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 shall be required to pay a representation fee to the UNION during such term or period. The purpose of the representation fee is to provide payment to the UNION in lieu of dues for services rendered by the UNION which benefit all employees of the Bargaining Unit and thereby offset the costs of services rendered by the UNION as majority representative. In order to adequately offset the costs of services rendered by the UNION, representation fees shall be eighty-five (85%) percent of the amount of the regular membership dues, initiation fees and assessments charged by the UNION 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 Legislature.

c. The EMPLOYER shall submit a current list of all employees in the Bargaining Unit to the UNION on a monthly basis. The UNION shall submit to the EMPLOYER a list of those employees in the Bargaining Unit who have not chosen to be members the UNION. The EMPLOYER shall deduct from the salary of such employees in accordance with *Section 2.5.d.*, below, the full amount of the representation fee and shall transmit same promptly to the UNION. The UNION shall notify the EMPLOYER in writing of any change in the list and/or the amount of the representation fee.

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

e. Pursuant to the following provisions, any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the UNION a return of any portion of that fee representing the employee's additional pro-rata share of expenditures by the UNION that are either in aid of activities or causes of a partisan, political or ideological nature and only incidentally related to the terms and conditions of employment or applied toward the costs of any other benefits available only to members of the UNION. The pro-rata share subject to refund shall not reflect the cost of support of lobbying activities designed to foster policy goals

in collective bargaining negotiations and contract administration or to secure for the employees advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the EMPLOYER.

1. An employee who claims that he or she is entitled to a return of a part or all of the representation fee on the grounds set forth above or otherwise shall make such a claim in writing to the UNION. All such claims by an employee are waived if not presented to the UNION within forty-five (45) days of UNION'S Hudson Notice, including the fee payer objection policy, annual audited financial statement and allocation between chargeable and non-chargeable expenses.

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

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

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

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

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

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

g. 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. 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 acting arising out of this Article.

## **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 Check-off 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 Check-off of Contributions to UAW V-CAP" form.

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

A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form 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 Check-off 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 employees first Union dues period in the first (1<sup>st</sup>) 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 Bargaining 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 Bargaining Unit or the UNION on behalf of the employee(s) based upon the interpretation, application, or violation of this

Agreement, policies or administrative decisions and practices, affecting such employee or a group of employees within the Bargaining Unit.

b. An aggrieved person is the person or persons or the 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) 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 for resolution of the matter.

#### **4.2. Purpose of Procedure.**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### **4.3. Procedure.**

##### **a. Level One – Submission of Grievance to Supervisor.**

An aggrieved person shall first submit the grievance in writing to his or her Supervisor within ten (10) working days of its occurrence or within ten (10) working days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Calculation of the ten (10) working days' time period set forth shall include the day of occurrence. Failure to so act shall constitute an abandonment of said grievance. Working days as set forth throughout this Article shall be defined as Monday through Friday, irrespective of whether the employee works the days or not.

##### **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 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 County Director of Human Resources or 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 should have been rendered at

Level Two whichever is sooner. The aggrieved person and/or a representative of the UNION may request an appearance before the Director of Human Resources.

**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 Director of Human Resources during the time period provided in *Article 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 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 Employment Relations Commission, if applicable. The parties shall then be accordingly bound by the rules and procedures of the 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 the UNION. Said decision shall be final and binding on the parties.

5. In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

6. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, if applicable, shall be borne equally by the EMPLOYER and the 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. Only one (1) grievance may be submitted to arbitration before one (1) arbitrator.

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.**

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.

#### **4.5. Rights of Union.**

a. 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.

b. 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 Bargaining Unit.

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

a. If, in the sole discretion of the UNION, a grievance affects a group or class of employees within the Bargaining 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. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section 4.3.d, above.

c. The time limitations indicated at each level should be considered as maximum limitations and binding upon the parties and every effort should be made to expedite the process. Said time limitations may, however, be extended by mutual agreement in writing.

d. Reprisals of any nature, kind or degree shall not be taken by the EMPLOYER or by its representatives, agents or employees against any party in interest any representative, any member of the 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 Director 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 Bargaining 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 proceedings at any step shall be final as to the interests of the grievant or 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 efforts with the EMPLOYER to effectuate a prompt and amicable resolution of the matter in controversy.

## ARTICLE 5. SALARY AND RELATED COMPENSATION.

### 5.1. Salary.

a. The parties acknowledge the existence and continuation during the term of the Collective Bargaining Agreement of a salary program based upon the establishment of a salary range for each employment position classification with specific minimum and maximum rates of pay and intermediate incremental steps for each such classification.

The rates of pay for all employees covered by this Agreement for years 2016, 2017, 2018, and 2019 shall be set forth in the attached compensation salary guides Appendix II & III. All step movement shall occur on January 1<sup>st</sup> of each year of the contractual term. After January 1, 2017, all newly hired employees shall receive step increases in accordance with the following: Any employee hired on or before June 30<sup>th</sup> shall advance a step on January 1<sup>st</sup> of the following year. Any employee hired on or after July 1<sup>st</sup> shall not advance a step on the salary guide until January 1<sup>st</sup> following the employee's first twelve (12) months of employment with the County. Thereafter, newly hired employees shall advance a step on the salary guide each January 1<sup>st</sup>.

b. The parties agree to the following salary increases, as referenced in *Appendix II & III*:

1. Effective January 1, 2016, staff will advance a step as indicated on the attached 2016 salary guide, which includes the modification from the 10 step guide to a 15 step guide. Staff at maximum will receive a 2.0% increase and will move "off-guide." The 2016 salary increases will be paid retroactive to January 1. The County agrees to suspend the provision permitting increment withholding due to unsatisfactory performance evaluations during 2016 only as part of this agreement.
2. Effective January 1, 2017, staff will advance a step as indicated on the attached 2017 salary guide. Staff at maximum and staff who are paid off-guide will receive a 2.0% increase.
3. Effective January 1, 2018, staff will advance a step as indicated on the attached salary guide. Staff at maximum and staff who are paid off-guide will receive a 2.0% increase.
4. Effective January 1, 2019, staff will advance a step as indicated on the attached salary guide. Staff at maximum and staff who are paid off-guide will receive a 2.0% increase.

c. Each employee who has not reached the maximum step of the applicable salary range for his or her employment position classification shall receive a merit increase pursuant to the existing increment system in accordance with the applicable compensation Schedule set forth in the afore-described *Appendix II & III*, as modified above.

d. The parties acknowledge the existence of a performance review system applicable to all employees within the Bargaining Unit, including provision for the denial or withholding of the incremental increase described in *Article 5.1.c.* herein based upon an unsatisfactory review as well as appropriate appeal/recourse by an affected employee. Increment withholding under this provision shall be enforced in the calendar year following the unsatisfactory review.

e. The time absent from work in excess of six (6) months shall be deducted from the total service for employees who have taken a leave of absence without pay to determine both eligibility for promotion and/or seniority. If this procedure results in any conflict with New Jersey Civil Service Commission regulations, then the Civil Service Commission regulations shall prevail.

f. Step advancement following the term of the Agreement shall be governed by the applicable law, including but not limited to case law.

## 5.2 Longevity Pay.

a. Eligible employees within the Bargaining Unit shall receive Longevity Compensation in accordance with that longevity compensation schedule as follows:

Years of Service	2012
Five (5) through Nine (9) years	\$900.00
Ten (10) through Fourteen (14) years	\$1,350.00
Fifteen (15) through Nineteen (19) years	\$1,500.00
Twenty (20) through Twenty-four (24) years	\$1,650.00
Twenty-five (25) years or more	\$1,800.00

b. The forgoing Longevity Pay shall be paid to each eligible employee within the Bargaining Unit in a lump sum on the anniversary date of his or her employment based upon continuous employment with the EMPLOYER.

c. Effective January 1, 2013, longevity pay shall only be paid as follows:

(1) Bargaining unit members not receiving longevity pay as of December 31, 2012 shall not be eligible to receive longevity pay at any time going forward.

(2) Those bargaining unit members receiving longevity as of December 31, 2012 shall receive longevity pay, starting January 1, 2013, at the amount they were receiving on December 31, 2012 and there shall be no increase in said amount going forward (i.e. employees receiving \$900.00 longevity pay in 2012 shall receive \$900.00 in 2013, etc.).

a. Effective January 1, 2017, longevity payments shall be rolled into base salary for those employees at the top step of the guide as reflected in the attached salary guides.

b. Eligible employees receiving longevity payments on steps below top step shall receive an additional step increase in 2017 in lieu of a separate longevity payment.



c. All employees that were not eligible for longevity payments as of December 31, 2016 shall not receive any payments under this section.

d. With the exception of the payments listed in this section, longevity shall be eliminated as of January 1, 2017.

### **5.3. Overtime Pay.**

a. All authorized overtime work beyond forty (40) hours actually worked (excluding paid and unpaid leave) in any week by an employee in a fixed work week classification shall be compensated by cash payment at one and one-half (1½x) times the employee's hourly rate of pay.

b. All authorized overtime worked between thirty-five (35) hours and forty (40) hours in any week by an employee in an affixed work week classification shall be compensated either by the granting of compensatory time at straight time for hours so worked or by cash payment at the discretion of the Director of the Division of Social Services. Payment shall be at one (1x) times the employee's hourly rate of pay.

### **5.4. Annual Salary.**

Salary shall be calculated and paid on an annual basis. Payment shall be by way of bi-weekly payroll, as set forth in *Article 6.14*. The annual salary shall be allocated on a bi-weekly basis as follows: annual salary divided by number of bi-weekly pay periods.

## **ARTICLE 6. BENEFITS.**

### **6.1. Health Insurance Coverage.**

- a. Eligible employees within the Bargaining Unit and their enrolled dependents shall receive the benefit of participation in the 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 bargaining with the UNION and approved by the Division of Family Development, if applicable by law.
- 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 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 on or about January 1, 2017 all employees receiving benefits from the County shall be enrolled in the Horizon Omnia Health Plan. Thereafter, the Omnia Plan shall be considered the "base plan" for health benefits paid for by the County 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 County during open enrollment. However, the employee will be responsible for paying the difference in premium between the Omnia 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 Omnia and chosen plan + Omnia Chapter 78 premium sharing).
- e. All plans shall be subject to a \$100 Emergency Room Co-pay effective 1/1/17.
- f. In consideration of these insurance changes, each full-time employee that does not opt out of the County insurance plan shall receive from the County an incentive payment of \$1,500 for Family coverage, \$1,250 for Employee / Dependent coverage, or \$1,000 for Single Coverage each year during the term of the contract beginning in 2017. Half of the payment will be payable by January 31 in each year of the contract; the other half of the payment will be payable by July 31 in each year of the contract. Part-time employees eligible for benefits shall receive a prorated amount of the incentive payments.
- g. 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.

**6.2. Prescription Drug Program.**

- a. Eligible employees within the Bargaining Unit and their enrolled dependents shall receive prescription drug benefits as provided through the 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 bargaining with the UNION. 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 bargaining with the UNION and approval by the Division of Family Development, if applicable by law.

c. Employees shall continue to contribute toward their prescription benefits in accordance with the amounts specified in of Chapter 78, P.L. 2011 (Chapter 78) and/or any other statutory or regulatory requirements.

d. Each eligible employee shall be provided with an authorization and identification card, a list of participating pharmacies in the program and a brochure describing the details of the program.

### **6.3. Dental Plan.**

a. Eligible employees within the Bargaining Unit and their enrolled dependents shall receive the benefit of participation in the Cumberland County Dental Plan more particularly set forth in *Appendix IV*, attached and made a part hereof.

b. Minor dependents shall be defined as per *Article 6.3.a.*, above.

c. The EMPLOYER may change dental insurance carriers provided that said change does not result in any material modification of the dental benefits or coverage described in *Article 6.3.a.* 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 *Article 6.3.a.* above. Any other modification of the Dental Plan described in *Section 6.3.a.* above shall not result in a reduction of coverage or other aspects of said benefits and is subject to the requirement of collective bargaining with the UNION and approval by the Division of Family Development, if applicable by law.

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

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

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

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

## **6.6. Life Insurance.**

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

## **6.7. Retirement Benefits.**

a. Eligible employees within the Bargaining Unit shall continue to receive the retirement benefits by virtue of the EMPLOYER'S participation in the Public Employees Retirement System, said benefits 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 County shall provide health benefit coverage through the Cumberland County Health Benefits Plan ("Plan") for employees and their dependents upon retirement from CCDSS employment, subject to 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 County 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 service with the CCDSS, or at least twenty (20) years of employment service with the CCDSS if a veteran; and,

4. In addition to the requirements of Article 6.7.b.1. to 6.7.b.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.

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 New Jersey State Health Benefits Plan.

6. All coverages 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 Seventeen Thousand (\$17,000.00) Dollars.

2. The afore-described payment shall be paid to the employee in a lump sum within thirty (30) days of the effective date of retirement, except as noted below. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.

3. Effective January 1, 2013, employees who are eligible for Ten Thousand (\$10,000.00) Dollars or more in accumulated sick time benefits shall be paid such in two (2) equal installments: the first (1<sup>st</sup>) payment within thirty (30) calendar days of the effective date of the retirement; and, the second (2<sup>nd</sup>) payment one (1) year thereafter.

#### **6.8. Tuition Reimbursement Benefit.**

a. Eligible participants shall be defined herein as any permanent full-time employee in the continuous employ of the Division of Social Services 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 Division of Social Services 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 Division of Social Services shall not be obligated to reimburse tuition cost in excess of fifteen (15) credits per calendar year for undergraduate work, not in excess of six (6) 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 Division of Social Services encourages bargaining unit members to take classes at Cumberland County College.

c. The tuition reimbursement benefit is applicable only to courses that are related to approved job titles under the auspices of the Division of Social Services. 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 Division of Social Services shall be obligated to pay no more than Twenty Thousand (\$20,000.00) Dollars in tuition reimbursement in any calendar year. Reimbursement shall be allocated on a first submit, first paid basis to employees.

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 Division of Social Services 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 Division of Social Services, 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 grade 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 Division of Social Services, the employee shall reimburse the Division of Social Services for all monies received during this period. This shall not apply if the employee's departure is based upon an employee's layoff by the Division of Social Services.

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

a. Any employee within the Bargaining Unit authorized and required by the CCDSS to utilize his or her privately owned vehicle for official business shall be reimbursed at a rate of fifty (\$.50) cents per mile upon submission of an itemized voucher for same. The EMPLOYER shall deny reimbursement if the employee's itemized voucher is submitted more than sixty (60) days from the date the mileage was incurred.

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

#### **6.10. Unemployment Compensation.**

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

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

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

## **6.12. Public Employee Retirement System Benefit Publication.**

Eligible employees within the Bargaining Unit shall receive from the EMPLOYER the publication published by the State of New Jersey setting forth those benefits provided employees enrolled in the Public Employee Retirement System. The aforesaid obligation of the EMPLOYER is limited by the availability of the aforesaid materials from the State of New Jersey.

## **6.13. Payroll Deduction Savings Account.**

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

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

The UNION agrees that the EMPLOYER shall effectuate a bi-weekly payroll (with payroll distributed every other Friday). The employees may opt upon such reasonable notice as shall be required by the EMPLOYER for direct deposit to any recognized financial institution, which direct deposit the EMPLOYER shall effectuate.

## **6.15. Employee Assistance Program.**

The County shall provide an Employee Assistance Program as set forth in *Appendix V*.

## **6.16. Health Care Contributions.**

Pursuant to the provisions of Ch. 78, P.L. 2011 shall apply to all Bargaining Unit employees, including all applicable retirees. Health Care Benefits shall include medical, prescription, dental, and vision benefits.

## **ARTICLE 7. LEAVE WITH PAY.**

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

a. Eligible employees within the Bargaining 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) month period 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 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 *Article 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
Election Day	Veteran's Day
Presidents' Day	Good Friday
Memorial Day	Thanksgiving Day
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 County 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 Chosen Freeholders declares a holiday for all County Employees.

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

### 7.3. Vacation Leave.

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

Vacation	Eligibility
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One (1) working day for each month of employment during the first calendar year of said employment	
Twelve (12) working days	After one (1) year and through five (5) years of employment
Fifteen (15) working days	After five (5) years and through twelve (12) years of employment
Twenty (20) working days	After twelve (12) years and through twenty (20) years of employment
Twenty-five (25) working days	After twenty (20) years of employment

b. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave.

c. Eligible employees within the Bargaining Unit who have been in continuous employment for at least one (1) year may, on written request, made at least twenty (20) working days in advance of said proposed vacation, receive such leave in increments of a week of five (5) days (Monday-Friday) in said calendar year upon the approval by the Supervisor and Administrator with consideration of the orderly flow of work within the work unit. Employees who provide at least twenty (20) days' notice, as provided above, shall be entitled to receive vacation pay in advance if the vacation period corresponds to a two (2) week pay period and a pay date falls in the week prior to the first vacation week. Employees not seeking advance vacation pay shall be required to request in writing, at least ten (10) working days in advance of proposed vacation leave, such leave, which leave request shall be considered under the same criteria as provided above in this subparagraph. Any overdrawn leave shall be recouped through lump sum payment or ten (10%) percent of the weekly gross pay, which shall be effectuated prior to the end of the relevant calendar year by way of lump sum payment or implementation of ten (10%) percent withholding. Recoupment shall be mandatory, but the methods of recoupment as set forth herein shall be at the option of the employee. Any overdrawn leave shall be reimbursed to the CCBSS within one (1) year. The CCBSS reserves the right to take appropriate action to recover monies uncollected.

#### 7.4. Sick Leave.

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

1. In each calendar year of continuous employment, an employee shall be entitled to one-hundred five (105) hours of sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on that basis and in accordance with the 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 seven (7) hours per month of service during said initial year of employment.

3. Any overdrawn leave shall be recovered through lump sum payment or ten (10%) 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 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 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 or 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.

c. In all cases of illness, whether of short or long term, an employee is required to notify his or her Supervisor promptly of the reason for 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 Supervisor on every third (3<sup>rd</sup>) day.

2. When it is known that a leave of absence herein will be required for more than ten (10) days, such leave must be requested by an employee in writing to the appropriate Supervisor. This request must be accompanied by a signed statement by a physician prescribing the sick leave and giving the reasons for said leave and the anticipated duration of same.

3. The EMPLOYER may require proof of illness of an employee on sick leave.

4. An employee, who has been absent on sick leave for a period totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional leave in said year unless such illness is of chronic or recurring nature requiring recurring absences of one (1) day or less in which case an application for intermittent leave under FMLA shall be initiated. Additional medical documentation or a referral to a medical expert as specified by the EMPLOYER may be requested at any time during the period(s) stated above. Failure to follow the above procedures may result in unpaid absences or disciplinary action.

5. An employee who has been absent on sick leave for a period of five (5) or more consecutive days is required to submit acceptable medical evidence upon return to employment.

d. All eligible employees within the Bargaining Unit may request sick leave to be scheduled in units of one (1) hour or multiples thereof for any appropriate and approved reason such as becoming ill while working during the work day or in order to keep a medical appointment which could not be arranged during non-work hours. Only one-half (1/2) days shall

result in a one-half (1/2) hour increment being approved and used. When a one-half (1/2) hour unit of sick leave remains as credit, it shall be used with the final remaining increment of sick leave for the calendar year or carried over as credit to the next calendar year. Except for one-half (1/2) day leave, which includes leave for the full morning before or the afternoon subsequent to an assigned alternate lunch period, any sick leave used that results in a unit other than a full hour being used shall be rounded and charged for the next highest hour.

e. An employee must charge such sick leave against his or her accumulated sick leave balance, or, if such employee has no sick leave, he or she may utilize such time against other accrued paid leave time if available, or, alternatively, leave without pay.

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

a. Subject to the approval of the CCDSS, an employee of the CCDSS who is disabled through injury or illness arising out of, or in the course of their employment (as defined and determined by N.J.S.A. 34:15-1 et. seq., New Jersey Workers Compensation Act), and is unable to work, may elect to utilize accumulated sick leave. In lieu of using accumulated sick leave, an employee may elect to request a leave of absence as provided by this Article which, if granted, shall not reduce accumulated sick leave. Any employee paid salary or wages due to utilization of sick leave shall assign to the EMPLOYER any workers' compensation award made for temporary disability because of the same injury or illness requiring such leave.

b. For a period of ninety (90) calendar days allowing the date of injury or illness requiring Workers' Compensation leave, if the employee elects not to use sick leave, or sick leave is insufficient to cover this ninety (90) day period, an employee who is disabled as defined above shall be eligible for Workers' Compensation Leave. Workers' Compensation Leave is leave without pay but allows the employee full use of all Workers' Compensation benefits as provided by law. These benefits shall emanate from the Workers' Compensation insurance carrier and will be payable directly to the employee by the carrier.

c. After the ninety (90) calendar day period has expired, an approved employee who remains disabled, as defined above, shall begin to receive the full salary to which he/she would otherwise be entitled with no reduction in accumulated sick leave. Full wage benefits paid by the EMPLOYER under this paragraph shall terminate after one (1) year from the date of injury or illness. Any such employee who receives such full salary shall assign all temporary Workers' Compensation payments to the EMPLOYER.

d. For all leaves under this section, the EMPLOYER may require that the employee be examined by a physician designated by the EMPLOYER to determine the nature, cause and extent of 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 Article and subsequent absences shall be unexcused.

e. Any employee who has been granted said leave shall continue to accrue all time and leave benefits and health benefits during the duration of approved leave.

f. If an application for leave as described herein is rejected by the EMPLOYER, an employee may appeal such rejection in accordance with the rules and regulations promulgated by the New Jersey Civil Service Commission.

## **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 domestic partner.

b. All employees covered by this Agreement shall be entitled to 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. 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 grandchild.

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

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

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

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

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

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

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

2. Any salary or wages paid or payable to an employee for such leave shall not be reduced by the amount of compensation received by the employee pursuant to the applicable state statute.

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

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

2. Any salary or wages paid or payable to an employee for such leave shall not be reduced by the payment of compensation received by the employee pursuant to the applicable state statute.

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

#### **7.8. Military 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 his/her 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.

d. Said leave shall be in addition to other earned leaves of absences described elsewhere in this Agreement.

#### **7.9. Continuation of Benefits.**

Benefits described within this Agreement shall continue to accrue during any approved Leave, as defined above, unless there is such coverage or benefit provided the employee from other or alternative sources and then the benefits described herein shall be suspended during said alternative coverage.

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

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

a. Eligible employees within the Bargaining Unit, who otherwise do not qualify for leave under the FMLA/FLA, 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 Board and/or the Director.

b. A personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other Employer, except as may be provided by law.

c. Personal leaves of absence are granted with the understanding that the employee intends to return to his/her Board duties. If 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. 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.

### **8.3. Child Care Leave.**

Child care leave may be granted by the EMPLOYER under the same terms and conditions as all other leaves without pay as stipulated in the Federal Family and Medical Leave Act (FMLA) and/or the State Family Leave Act (FLA – N.J.S.A. 34:11B-1, et. seq.) and administrative regulations promulgated thereunder.

### **8.4. Concurrent Leave.**

All leaves granted under this article shall run concurrent to FMLA and NJFLA, where applicable.

### **8.5. Continuation of Benefits.**

Benefits described within this Agreement shall continue to accrue during the approved leave, as defined above, unless there is such coverage or benefit provided the employee from other or alternative sources and then the benefits described herein shall be suspended during said alternative coverage.

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

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

a. The work week for employees within the Bargaining Unit shall consist of thirty-five (35) hours, consisting of five (5) seven (7) hour work days, Monday through Friday.

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

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

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

### **9.2. Overtime.**

a. Employees shall receive compensation for hours worked during any work week in excess thirty-five (35) hours pursuant to Article 5.3 above.

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 the County due to inclement weather or an emergency as determined in the sole discretion of the County Administrator shall not result in the loss of pay for any eligible employee within the Bargaining Unit.

b. The EMPLOYER shall cause an announcement of said closing to be broadcast by QBC, the television station designated herein for said announcements, as well as on the EMPLOYER's auto-attendance message system

## **ARTICLE 10. PERSONNEL.**

### **10.1. Seniority.**

a. For the purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave and longevity, seniority shall be defined as length of continuous employment with the CCBSS or CCDSS 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.

c. For purposes of layoff, seniority shall be defined as the amount of an employee's length of continuous permanent service, in the jurisdiction, regardless of title.

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

#### **a. Promotions.**

1. Promotional qualifications and procedures utilized by the EMPLOYER will be in accordance with the rules and regulations promulgated by the 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 ten (10) consecutive work 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, 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 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.

#### **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 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.

#### **10.5. Miscellaneous.**

a. Work days, whenever used in this Article, shall be defined as Monday through Friday whether the employee works the days or not.

b. All intake personnel shall be provided with a lockable storage area for personal belongings.

## **ARTICLE 11. CIVIL SERVICE.**

This Agreement is intended to comply with the Constitution of the United States and the State of New Jersey, respectively, the New Jersey Employer-Employee Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 et. seq.), as amended, the New Jersey Civil Service Act, Chapter 112 of Laws of 1986 (N.J.S.A. 11A:6-16 et. seq.), as amended, all other statutes as enacted by the Legislature of the State of New Jersey applicable to public employees regardless of whether said statutes are specifically referred to in this Agreement, the rules and regulations of the New Jersey Public Employment Relations Commission and the rules and regulations of the New Jersey Civil Service Commission. In the event there is a conflict between any term or provision of this Agreement and the foregoing statutory or regulatory provisions, it is the expressed intent of the parties that the foregoing statutory and/or regulatory provisions be deemed controlling and binding upon the parties herein.

## **ARTICLE 12. MISCELLANEOUS PROVISIONS.**

### **12.1. Savings Clause.**

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

### **12.2. Severability.**

It is understood and agreed that, if any provision of this Agreement is determined to be contrary to law, such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect, the remaining provisions of this Agreement not being affected thereby.

### **12.3. Breach of Agreement.**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

### **12.4. Embodiment of Agreement.**

This document constitutes the sole and complete agreement between the parties of those terms and conditions governing the employment of employees within the Bargaining Unit as represented by the 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 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 the UNION

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

**12.5. Dissemination of Agreement.**

The EMPLOYER shall be responsible for making the contract available via the County's website.

**12.6 Health and Safety Committee.**

The BOARD shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. To that end, a Health and Safety Committee composed of three (3) representatives each from the EMPLOYER and the UNION 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 Employee Training.**

The BOARD shall endeavor to provide employee cross training regarding job duties and responsibilities. The Training Advisory Committee shall meet to develop and recommend a plan to address the Agency's needs in regard to cross training.

**ARTICLE 13. TERM OF AGREEMENT.**

**13.1. Term.**

This Agreement shall be in effect from January 1, 2016 until December 31, 2019 and, thereafter, unless modified by a subsequent Agreement.

**13.2. Negotiation of Successor Agreement.**

Within one hundred eighty (180) 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.

ATTEST:

COUNTY OF CUMBERLAND

By: Ken Meacham

Jeff Dull

Dated: 4-18-17

Dated: 4/18/17

UNITED AUTO WORKERS, LOCAL 2327

By: [Signature]

Sandra J Yuleen

Dated: 04-17-2017

Dated: 04-17-2017

[Signature]  
[Signature]

## APPENDIX I

EMPLOYMENT CLASSIFICATION	RANGE	EMPLOYMENT CLASSIFICATION	RANGE
Clerk	6	Human Resources Specialist I	14
Building Maintenance Worker	7	Human Services Specialist I (Bilingual)	14
Receptionist			
Social Service Aide	6		
Clerk Typist	6		
Account Clerk	6	Human Services Specialist II	18
Data Entry Machine Operator	6	Human Services Specialist II (Bilingual)	18
Telephone Operator	7	Child Support Worker	18
Clerk Stenographer	7	Child Support Worker (Bilingual)	18
Clerk Typist/Interpreter (Bilingual)	7	Data Processing Coordinator	19
Messenger	7	Investigator	19
Senior Clerk	8	Training Technician	19
Senior Clerk (Bilingual)	8	Child Support Specialist	19
Senior Building Maintenance Worker	9	Child Support Specialist (Bilingual)	19
Senior Building Maintenance Worker	9		
Senior Account Clerk	9	Social Worker	19
Senior Clerk Typist	9	Social Worker (Bilingual/Spanish & English)	19
Telephone Operator/Receptionist	9		
Senior Messenger	9	Human Services Specialist III	19
Senior Data Entry Machine Operator	10		
Senior Receptionist/telephone Operator	11		
Principal Clerk	12		
Principal Data Entry Machine Operator	12		
Principal Account Clerk	13		
Principal Clerk Typist	13		

Notes: Clerk(s) shall be promoted to Senior Clerk(s) after five (5) years of service with the EMPLOYER. One (1) Principal Clerk shall be designated in each of the Omega and Child Support Units only. Telephone Operator(s)/Receptionist(s) shall be promoted to Senior Receptionist(s)/Telephone Operator(s) after five (5) years of service with the EMPLOYER. The Employment Classification of Social Worker Specialist shall be created at Range 20. All Employment Classifications and these Notes are subject to New Jersey Civil Service Commission rules and regulations.

# UAW Step Guide - Staff Positions - 2016-2019

*Appendix 4*

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Building Maintenance Worker	27,544	28,434	29,323	30,213	31,102	31,992	32,881	33,771	34,661	35,550	36,440	37,329	38,219	39,108	39,998
Receptionist / Phone Operator	30,374	31,354	32,334	33,314	34,295	35,275	36,255	37,235	38,215	39,195	40,175	41,156	42,136	43,116	44,096
Receptionist / Phone Operator - Bilingual	30,374	31,354	32,334	33,314	34,295	35,275	36,255	37,235	38,215	39,195	40,175	41,156	42,136	43,116	44,096
Receptionist / Phone Operator - Sr	33,487	34,565	35,643	36,721	37,798	38,876	39,954	41,032	42,110	43,188	44,266	45,343	46,421	47,499	48,577
Receptionist / Phone Operator - Bilingual - Sr	33,487	34,565	35,643	36,721	37,798	38,876	39,954	41,032	42,110	43,188	44,266	45,343	46,421	47,499	48,577
Messenger	27,544	28,434	29,323	30,213	31,102	31,992	32,881	33,771	34,661	35,550	36,440	37,329	38,219	39,108	39,998
Human Services Aid	28,923	29,858	30,793	31,728	32,662	33,597	34,532	35,467	36,402	37,337	38,272	39,206	40,141	41,076	42,011
Social Worker	49,460	51,053	52,647	54,240	55,834	57,427	59,021	60,614	62,207	63,801	65,394	66,988	68,581	70,175	71,768
Social Worker - Bilingual	49,460	51,053	52,647	54,240	55,834	57,427	59,021	60,614	62,207	63,801	65,394	66,988	68,581	70,175	71,768
Clerk 1	26,230	27,077	27,924	28,771	29,618	30,465	31,312	32,159	33,005	33,852	34,699	35,546	36,393	37,240	38,087
Clerk 2	28,923	29,858	30,793	31,728	32,662	33,597	34,532	35,467	36,402	37,337	38,272	39,206	40,141	41,076	42,011
Clerk 3	35,157	36,287	37,418	38,548	39,678	40,808	41,939	43,069	44,199	45,330	46,460	47,590	48,720	49,851	50,981
Human Service Specialist 1	38,757	40,005	41,253	42,500	43,748	44,996	46,244	47,492	48,739	49,987	51,235	52,483	53,730	54,978	56,226
Human Service Specialist 1 - Bilingual	38,757	40,005	41,253	42,500	43,748	44,996	46,244	47,492	48,739	49,987	51,235	52,483	53,730	54,978	56,226
Human Service Specialist 2	47,105	48,623	50,142	51,660	53,178	54,697	56,215	57,734	59,252	60,770	62,289	63,807	65,325	66,844	68,362
Human Service Specialist 2 - Bilingual	47,105	48,623	50,142	51,660	53,178	54,697	56,215	57,734	59,252	60,770	62,289	63,807	65,325	66,844	68,362
Human Service Specialist 3	49,460	51,053	52,647	54,240	55,834	57,427	59,021	60,614	62,207	63,801	65,394	66,988	68,581	70,175	71,768
Human Service Specialist 3 - Bilingual	49,460	51,053	52,647	54,240	55,834	57,427	59,021	60,614	62,207	63,801	65,394	66,988	68,581	70,175	71,768
Investigator Welfare-Bilingual	49,460	51,053	52,647	54,240	55,834	57,427	59,021	60,614	62,207	63,801	65,394	66,988	68,581	70,175	71,768

## UAW Step Guide - Staff Positions, 2014 & 2015

	1	2	3	4	5	6	7	8	9	10
Clerk 1	26,230	27,547	28,855	30,182	31,500	32,818	34,134	35,452	36,769	38,087
Building Maintenance Worker	27,544	28,928	30,312	31,696	33,079	34,463	35,846	37,230	38,614	39,998
Clerk 2	28,923	30,378	31,832	33,287	34,740	36,195	37,649	39,103	40,557	42,011
Receptionist/Telephone	30,374	31,898	33,423	34,948	36,472	37,997	39,522	41,046	42,570	44,096
Sr Receptionist/Telephone	33,487	35,164	36,840	38,517	40,194	41,870	43,547	45,223	46,900	48,577
Clerk 3	35,157	36,915	38,673	40,431	42,190	43,948	45,706	47,464	49,222	50,981
Human Service Specialist 1	38,757	40,698	42,639	44,581	46,521	48,462	50,403	52,344	54,286	56,226
Human Service Specialist 2	47,105	49,466	51,828	54,190	56,552	58,914	61,276	63,638	66,000	68,362
Human Service Specialist 3	49,460	51,939	54,416	56,896	59,375	61,853	64,333	66,811	69,289	71,768

# Appendix III

## DoSS Conversion Guide From 10 steps to 15 steps

Position	Step	2015	Step	2016
Building Maintenance Worker	2	28,928	3	29,323
Building Maintenance Worker	10	39,998	OFF	40,798
Receptionist/Phone Operator	10	44,096	OFF	44,978
Rec/Phone Oper - Bilingual	8	41,047	13	42,136
Receptionist/Phone Operator - Sr	9	46,900	15	48,577
Receptionist/Phone Operator - Sr	10	48,577	OFF	49,549
Rec/Phone Operator - Billing Sr	10	48,577	OFF	49,549
Messenger	10	39,998	OFF	40,798
Human Services Aide	1	28,923	2	29,858
Social Worker	1	49,460	2	51,053
Social Worker	5	59,375	8	60,614
Social Worker	6	61,853	10	63,801
Social Worker	10	71,768	OFF	73,203
Social Worker - Bilingual	9	69,289	15	71,768
Social Worker - Bilingual	10	71,768	OFF	73,203
Clerk 1	1	26,230	2	27,077
Clerk 1	2	27,547	3	27,924
Clerk 2	2	30,377	3	30,793
Clerk 2	4	33,286	7	34,532
Clerk 2	5	34,740	8	35,467
Clerk 2	6	36,194	10	37,337
Clerk 2	8	39,103	13	40,141
Clerk 2	10	42,011	OFF	42,851
Clerk 3	10	50,981	OFF	52,001
Human Service Specialist 1	1	38,757	2	40,005
Human Service Specialist 1	2	40,698	3	41,253
Human Service Specialist 1	4	44,580	7	46,244
Human Service Specialist 1	5	46,521	8	47,492
Human Service Specialist 1	7	50,403	11	51,235
Human Service Specialist 1	8	52,344	13	53,730
Human Service Specialist 1	9	54,285	15	56,226
Human Service Specialist 1	10	56,226	OFF	57,351
Human Svc Spec 1 - Bilingual	1	38,757	2	40,005
Human Svc Spec 1 - Bilingual	2	40,698	3	41,253
Human Svc Spec 1 - Bilingual	5	46,521	8	47,492
Human Svc Spec 1 - Bilingual	7	50,403	11	51,235
Human Svc Spec 1 - Bilingual	10	56,226	OFF	57,351
Human Service Specialist 2	2	49,467	3	50,142
Human Service Specialist 2	3	51,829	5	53,178

*Appendix III*

# DoSS Conversion Guide From 10 steps to 15 steps

Position	Step	2015	Step	2016
Human Service Specialist 2	4	54,191	7	56,215
Human Service Specialist 2	5	56,553	8	57,734
Human Service Specialist 2	7	61,276	11	62,289
Human Service Specialist 2	10	68,362	OFF	69,729
Human Svc Spec 2 - Bilingual	1	47,105	2	48,623
Human Svc Spec 2 - Bilingual	2	49,467	3	50,142
Human Svc Spec 2 - Bilingual	2	49,467	3	50,142
Human Svc Spec 2 - Bilingual	4	54,191	7	56,215
Human Svc Spec 2 - Bilingual	5	56,553	8	57,734
Human Svc Spec 2 - Bilingual	6	58,914	10	60,770
Human Svc Spec 2 - Bilingual	7	61,276	11	62,289
Human Svc Spec 2 - Bilingual	9	66,000	14	66,844
Human Svc Spec 2 - Bilingual	10	68,362	OFF	69,729
Human Service Specialist 3	2	51,939	3	52,647
Human Service Specialist 3	5	59,375	8	60,614
Human Service Specialist 3	6	61,853	10	63,801
Human Service Specialist 3	7	64,332	11	65,394
Human Service Specialist 3	8	66,811	13	68,581
Human Service Specialist 3	9	69,289	OFF	70,675
Human Service Specialist 3	10	71,768	OFF	73,203
Human Svc Spec 3 - Bilingual	4	56,896	7	59,021
Investigator Welfare-Bilingual	10	71,768	OFF	73,203

Placement on the 15-Step Guide in 2016 ensured that a one step advancement did not result in a decrease in any employee's salary rate and ensured that no employee received an increase of less than 1%.



**APPENDIX IV**

**Dental Insurance Proposal**

**Blue Cross/Blue Shield of New Jersey**

**Dental Benefits**

<b><u>Services</u></b>	<b><u>Payment</u></b>
<b>Preventive and Diagnostic</b>	<b>50%</b>
<b>Treatment and Therapy</b>	<b>50%</b>
<b>Prosthodontics</b>	<b>50%</b>
<b>Orthodontics</b>	<b>50%*</b>
<b>Inlays and Crowns</b>	<b>50%</b>
<b>Oral Surgery</b>	<b>50%</b>

Deductible \$25 – Does not apply to Preventive and Diagnostic or Ortho benefits

**Family Limit 3X**

Annual Maximum	\$3000
*Ortho Maximum	\$2000
Children to age 19	
Students to age 23	

Benefits to non-participant dentists are paid at 51% percentile.  
Orthodontia treatment shall be extended to adults, as well as dependent children.

## APPENDIX V

The cost of the EAP program is \$3.50 per member per month.

This cost includes the following:

- Up to three (3) face to face sessions per employee per year
- Coverage for all eligible dependents
- Membership cards and brochures for all employees and their eligible dependents
- One employee orientation per year per site
- Three on-site workshops per year
- Unlimited access to PCN's web-site and on-line services
  - E-mail service
  - Library
  - Self-help resources
  
- Critical Stress Debriefings/three (3) per year.

COUNTY OF CUMBERLAND (DIVISION OF SOCIAL SERVICES)

AND

UAW LOCAL 2327 (RANK AND FILE UNIT)

The parties agree that the retroactive salary increases for 2016 will be paid by the County to members of the bargaining unit no later than May 26, 2017.

For the County of Cumberland

[Signature]  
[Signature]  
Craig E. Arango

Date: 4/17/17

For UAW Local 2327

[Signature]  
[Signature]  
[Signature]

Date: 04-17-2017

[Signature]