

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

CUMBERLAND COUNTY

AND

COMMUNICATIONS WORKERS OF AMERICA

SUPERVISORY UNIT

January 1, 2021 through December 31, 2025

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Preamble

THIS Agreement is made this ___ day of _____, 2021, by and between the Cumberland County Board of County Commissioners (hereinafter referred to as the “County” or “Employer”) and the Communications Workers of America (hereinafter referred to as the “Union”), representing all Supervisory employees of the County (inclusive of the employees of the Cumberland County Board of Health) who are not managerial executives, confidential employees, or police employees, all as defined under the N.J.E.E.R.A., and do not have a Wilton conflict determined by PERC.

WHEREAS, said Union has been selected as the exclusive bargaining agent by the Employees hereinafter to be defined; and

WHEREAS, the Union and the County have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to law; and

WHEREAS, this Preamble shall not constitute a term of the contract which follows;

NOW, THEREFORE, subject to law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants, and agreements contained herein do herein establish the following covenants which shall govern the activities of the parties and all affected Employees:

Article 1 – Recognition

1. The County hereby recognizes the Cumberland County Supervisors Unit represented by CWA (hereinafter referred to as the “Union”) as the sole and exclusive negotiations representative of all regularly employed supervisory County employees (inclusive of employees of the Cumberland County Board of Health) as contained in the PERC certification RO-2012-010 dated September 4, 2012 (attached hereto as Exhibit 3) or as may be amended by the parties, and including employees in newly created supervisory titles which may be established by the County. Excluded are nonsupervisory employees, managerial executives, confidential, and casual or seasonal employees.
2. Whenever the pronoun “he” is used in this Agreement, the term shall generally be deemed gender-free and shall apply to males and to females and understood to include the plural as well as the singular.
3. Should the County establish a new title which may be appropriate for inclusion of such title within this supervisory unit the County shall inform the Union, and the parties agree to meet and discuss any concerns regarding bargaining unit assignment. However, agreement to meet and discuss shall not be construed as mitigating either party’s rights under the law. Should the title be designated within the supervisory unit and the employee placed within the unit, the parties agree to fulfill their legal obligations under the EERA.

Article 2 – Management Rights

1. It is recognized that the management of the County, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the County.

2. Accordingly, the County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 - a. The executive management and administrative control of the county government and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
 - b. The determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees;
 - c. The reprimand, suspension, demotion or discharge of employees or other disciplinary action;
 - d. The transfer, assignment, reassignment, layoff and/or recall of employees to work;
 - e. The determination of the number of employees and of the duties to be performed and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
 - f. The maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
 - g. The determination of staffing patterns and areas worked, the control and regulation of the use of facilities, supplies, equipment, materials and other property to the employer;
 - h. The determination of the number, location and operation of divisions, department, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;

- i. The determination of the amount of overtime to be worked;
 - j. The determination of the methods, means and personnel by which its operations are to be conducted;
 - k. The determination of the content of work assignments;
 - l. The exercise of complete control and discretion over its organization and the technology of the performance of its work; and
 - m. The making, maintenance and amendments of such operating rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the County.
3. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.
4. It is understood and agreed that the County, at its sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the County, except as modified by this Agreement.

Article 3 – Fully Negotiated Agreement

1. The within Agreement is the complete and final understanding reached between the parties concerning terms and conditions of employment of negotiations unit employees. During the term of this Agreement, except as mutually agreed in writing, neither party will be entitled to and/or required to negotiate with respect to any matter which could have been the subject of negotiation, whether or not covered by this Agreement.
2. This Agreement or any provision thereof may not be modified in whole or in part by the parties unless done so by them in a writing that has been duly reviewed and executed by both parties.
3. With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement, any benefit or privilege provided by law, rule, regulations or practice for employees, or governed by policy and procedure of the County, absent mutual written agreement of the parties.

Article 4 – Work Continuity

1. The Union covenants and agrees that there will be no strike, slow down, sick out, or engagement in any other concerted action violative of law, nor will it authorize any individual actions of the same.

Article 5 – Non-Discrimination

1. The County agrees that there shall be no discrimination or favoritism for reason of any status protected under state or federal law.
2. The County shall establish and maintain an internal procedure for employee filing, investigation of, and resolution of discrimination complaints. Notice of this internal procedure shall be distributed to all employees. The Union agrees to hold in abeyance the proceedings of a grievance alleging a violation of Article 5 until the County issues a determination, or 60 days, whichever is sooner.
3. A grievance under Article 5 of this Agreement shall not proceed beyond the County Administrator's and/or his designee's decision in the grievance procedure. Use of the grievance procedure shall not preclude an employee from filing a complaint of discrimination in any state or federal forum or in a court of competent jurisdiction.

Article 6 – Union Dues

1. **Dues Deductions.** The County agrees to administer payroll deductions of Union dues as authorized by statute. The receiving organization shall certify the amount of such deductions. The County shall remit the dues by the tenth calendar day after deductions are made, together with a list of employees from whose pay such deductions were made. Said employee list shall include the employee name, and the amount of dues deducted and submitted for that period. Dues deductions for employees in the bargaining units shall not be made for any other employee organization. Dues deductions and employee lists authorized to CWA shall be sent to: CWA Local 1036, Membership Dues Department, 1 Lower Ferry Road, West Trenton, NJ 08628.

2. **Withdrawal of Dues Check Off.** In the event any employee withdraws his or her authorization for dues deduction by notice to the County, such dues shall be halted as of the earlier of the next January 1 or July 1 following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52:14-15.9e, except as waived by the receiving representative. Within five (5) days of such notice, the Employer shall provide notice to the Union of such revocation.

3. **No Other Employer Obligation.** It is agreed that the County shall have no other obligation or liability, financial or otherwise, in connection with such fees, and that once the funds deducted are remitted to the CWA, the disposition of such funds shall be the sole and exclusive responsibility of the CWA. The CWA shall hold the County harmless for any damages, reasonable fees and costs in connection with any claim in any legal proceeding by an employee(s) challenging the demand and return of a representation fee.

4. **Hold Harmless.** 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 of any kind and nature whatsoever, in any legal matters or actions or omissions arising out of this Article.

Article 7 – Health and Safety

1. The County shall strive to provide a healthy and safe working environment to all employees and shall conform to all applicable federal and state laws.

2. The parties agree to establish a Health and Safety Committee comprised of not more than two (2) representatives designated by the CWA and such representatives as deemed appropriate by the County, respectively, which shall meet quarterly or more often as requested by either party. Designated union representatives shall be authorized to contact and engage management as needed to report and address health and safety issues in the workplace. Concerns raised to management shall be addressed in a timely fashion, as quickly as possible given the situation. Should the Employer desire to combine the CWA Supervisors Health and Safety Committee with other existing Labor-Management Committees, the Union agrees to discuss this matter to reach amicable agreement.

3. Employees shall be informed of abnormally dangerous hazards, exposure to chemicals or other materials, with which they may come in contact in the course of their regular work. No employee is expected to perform work which exposes them to such health or safety hazards in violation of established law.

4. The County shall provide as mandated by law or by policy personal protective equipment (PPE) and clothing to perform work assignments safely. PPE and clothing shall be maintained, including replacement, by the County in accordance with manufacturer recommendations.

Article 8 – Union Rights and Access

1. **Union Stewards and Representatives.** The CWA has the sole right and discretion to designate not more than five (5) employees who are authorized to serve as the CWA's representatives, including Stewards and Alternates and Local Executive Board members. The CWA will specify to the County the responsibilities and authority of its representatives to act on behalf of the CWA. The CWA will provide the Employer with a complete list in writing of its designated representatives.

2. **Union Leave.** The Employer shall, upon written request from the Union at least five business days in advance release time to members of the CWA to attend outside union business such as conventions, meetings and other permitted activities for not more than fifteen (15) business days each per year in aggregate for the bargaining unit, and any unused days shall not be accumulated. Said release time shall not exceed three (3) days for any individual. Such designated members shall be appointed by the CWA. All expenses incurred during such events will be the responsibility of the CWA, except for salaries which shall be paid during such activities.

3. **Negotiations Procedure.** Contract negotiations sessions will be scheduled as mutually agreed by the parties. Employees attending negotiations meetings shall not suffer loss of pay or benefits time and shall be released in advance by the Employer.

4. **Union Communication and Information.**
 - a. Reasonable space will be provided by the Employer for Union materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for use by CWA Local 1036 Supervisors Unit. County e-mail and communications facilities shall be subject to appropriate usage restrictions, per established County policies.
 - b. Non-employee CWA representatives whose names have been provided in advance to the County shall be admitted to the premises of the Employer on Union business subject to established County policies. Requests for visits in accordance with such policies shall be given with 48-hours advance notice to the Human Resources/Personnel office and shall not

be unreasonably denied. Union representatives shall be permitted access to office areas designated by the Employer with the limitation that confidentiality of office operations shall be preserved at all times.

5. NJ Workforce Democracy Enhancement Act (WDEA):

- a. Within thirty (30) calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to the Union in an Excel file format or other format agreed to by the Union: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer..
- b. The Employer shall provide the Union, in an Excel file or similar format agreed to by the Union, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers on file with the employer, date of hire, date of birth, and work email address, and personal email address on file with the public employer. The County will verify member contact and ID information upon reasonable request from the Union.
- c. The County will provide to new employees any sign-up or other Union forms provided by the Union, and forward to the Union forms completed by employees.

Article 9 – Vacation Leave

1. Full-time employees shall be entitled to vacation leave with pay as follows:
 - For employees with less than one full year of service, one (1) working day for each month of service. Vacation days must be accrued and will not be advanced.
 - After completion of one (1) year and up to five (5) yearstwelve (12) days
 - After completion of five (5) years and up to twelve (12) years.....fifteen (15) days
 - After completion of twelve (12) years and up to twenty (20) years.....twenty (20) days
 - Any new employee hired on or after July 1, 2017 shall receive twenty (20) vacation days per year after completion of twenty (20) years of service as per NJAC 4A: 6-1-2(b)(3). Any employee hired prior to July 1, 2017 shall receive twenty-five (25) vacation days after completion of twenty (20) years of service.
 - After their first year of employment, employees shall receive the above entitlements on January 1 in anticipation of reaching their anniversary date and remaining employed through the course of the calendar year.

2. Except for permanent employees, employees cannot take vacation until after ninety (90) days of employment.

3. Where in any calendar year, vacation leave is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Unused vacation time in excess of five days must be approved for carry over by the Department Head and the Human Resources Director. Vacation leave not carried over will be lost without compensation to the employee. Requests to use vacation leave shall not be unreasonably denied.

4. Employees may take vacation time in hourly, half-day, or full-day increments with appropriate approval by Department Head or designee. Employees shall sign up for vacation time for the calendar year by the end of January. If there is a conflict in a particular work area, the senior employee shall have preference. After the end of the sign-up period, vacations shall be granted on a first-come basis, provided work requirements shall be met.

5. An employee on an unpaid leave of absence for ten (10) or more working days shall have his/her vacation leave accrual adjusted to reflect the unpaid term.

6. Unit members leaving County employment who have already exceeded their use of their allotted and prorated vacation leave shall have the compensation for same deducted on a prorated basis from their last employment checks, provided, however that this shall not apply to retirees. Employees who have exceeded their allotted and accrued vacation leave within a calendar year shall have the deficit applied to their allotment in the succeeding calendar year.

Article 10 – Sick Leave

1. Sick leave may be utilized by all full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease or to care for an ill family member in accordance with family leave law or pursuant to County policy. All sick leave absences other than sick days shall be granted under policies established by the County.

2. Each employee will be entitled to paid sick days as follows: One and one-quarter (1 ¼) working days for each full calendar month of service during the remaining months of the first calendar year of employment and fifteen (15) paid days (1 ¼ per month) for each full calendar year of work thereafter. The allocation of paid sick days after the initial calendar year of service shall be advanced in full in January in anticipation of continued employment, but shall be subject to apportionment policies.

3. In all cases of illness, whether short or long term, the employee is required to notify his or her immediate supervisor of the general reason for the absence at the earliest possible time but in no event less than his usual possible reporting time or as necessitated by the circumstances. The parties recognize that confidential medical information should not be requested by a supervisor and the employee shall provide such medical information only to the appropriate County office/personnel. An employee's failure to so notify his or her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause of disciplinary action. Departmental coverage may require discussion between the Department Head and the County Administrator. Absences of five or more consecutive business days shall require acceptable medical documentation for the duration of the absence. Requests to use sick leave shall not be unreasonably denied.

4. Upon notification to and approval of the employee's immediate superior, sick time used within the first hour of the workday can only be used in the entire one-hour increment. Upon notification to and approval of the immediate superior, sick time used between the first and last hour of the workday can be used in 15-minute increments. Upon notification to and approval of the immediate superior, sick time used within the last hour of the workday can be

used in 30-minute increments. Partial period of time not worked within the first or last hour of the workday will be unpaid.

5. When sick leave balances are exhausted, the Employer, at its discretion and in accordance with applicable law, may allow an employee to utilize vacation or other accrued leave for an employee's time off due to a sick leave qualifying event. The same will not be unreasonably denied.
6. Employees transferring from one position to another with Cumberland County government will retain accumulated leave. For purposes of this provision, transfers shall be defined as movement of any employee between the Board of Health, Library Commission, Prosecutor's Office, and County departments, but shall not include autonomous agencies other than those listed.
7. An employee on unpaid leave of absence for ten (10) or more working days shall have his/her sick leave accrual adjusted to reflect the unpaid term.
8. Unit members leaving County employment who have already exceeded their use of their allotted and prorated sick leave shall have the compensation for same deducted on a prorated basis from their last employment checks, provided, however that this shall not apply to retirees. Employees who have exceeded their allotted and accrued sick leave within a calendar year shall have the deficit applied to their allotment in the succeeding calendar year.
9. An employee who shall be placed on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness at the time of his/her return from such illness. Such medical certification shall indicate whether the employee may return to duty with or without restrictions. If applicable, the medical certification shall define duties which are restricted and the length of time such restrictions shall exist. Nothing herein shall restrict management's right to require acceptable medical evidence substantiating the need for taking sick leave from an employee that is suspected of

abusing sick leave. Medical documentation shall be provided solely to Human Resources and not to an immediate supervisor.

Article 11 – Personal Leave

1. All employees shall be granted an annual allowance of four (4) personal leave days per calendar year which leave may not accumulate year to year. Personal days shall be earned at the rate of one (1) day every three (3) months for the first year of employment. Newly hired employees shall be credited at the rate of one-third (1/3) day for each full month of service in the first year of employment, and four (4) days for each calendar year thereafter. Employees may use credited time as it becomes available.
2. Utilization of personal leave requires that the employee must notify his/her supervisors at least forty-eight (48) hours in advance thereof, unless in case of emergency of unexpected circumstances. Such personal leave will be granted if there is no undue burden upon work requirements. The County will make every reasonable effort to grant employees the time off requested.
3. Priorities in granting such request for personal leave:
 - a. Emergencies
 - b. Observation of religious or other days of celebration
 - c. Employee personal business
4. Personal leave may be taken in conjunction with other types of paid leave.
5. Any employee leaving County employment who has exceeded the use of paid personal leave shall have the compensation for same deducted on a prorated basis from his/her last employment check, provided, however, that this shall not apply to retirees.
6. Employees may be granted the use of personal leave in hourly, half-day or full-day increments with supervisory approval.

7. Employees on an unpaid leave of absence for ten (10) or more working days shall have his/her personal leave accrual adjusted to reflect the unpaid term when applicable.

8. Personal Leave hours unused by December 31st of each year shall be added to an employee's sick leave balance. It is understood that an employee shall be entitled to move personal leave hours unused as of December 31, 2025 to their sick leave balance and that this provision terminates January 1, 2026 unless the parties agree to negotiate its continuation.

Article 12 – Leaves of Absence

1. **Bereavement Leave.**

- a. All full-time employees shall be granted a leave of absence not exceeding three (3) working days from the date of death to the day of the funeral because of death of a member of their immediate family; and where the funeral services take place out of State, the leave of absence shall not exceed four (4) working days. Where the body of the deceased is transported into the State of New Jersey, the three (3) days shall be interpreted to mean working days; the three (3) days shall be computed from the time the body of the deceased arrives in New Jersey. All time off for bereavement shall be authorized by the employee's Department Head or designee.

- b. Immediate family is defined as father, mother, son, daughter, spouse or domestic partner, grandmother, grandfather, grandchildren, brother, sister, mother-in-law and father-in-law, step-mother, step-father, step-son, step-daughter, and members of the family living in the same household with the employee.

- c. Employees may be permitted with prior approval by the Employer to utilize another type of benefit leave time (such as vacation, personal days or sick) in conjunction with bereavement leave.

2. **Jury Duty.** Employees covered by this Agreement who are called for jury duty shall not suffer loss of pay for such necessary service. Division Heads shall continue to be responsible to ensure the appropriate operations of their Division. An Employee shall be required to turn over or reimburse the County of any per diem fee received for jury duty in such cases.

3. **Military Leave.** Employees covered by this Agreement who are part of a military service, including the New Jersey National Guard or United States Armed Forces Reserves, shall be entitled to such leave provisions as may be required by law and County resolution, and shall discuss their service responsibilities with the Personnel office.

4. **Family Leave.** Employees shall be eligible for leave time pursuant to the federal Family and Medical Leave Act, NJ Family Leave Act, and NJ Paid Family Leave Act. Leave time under these entitlements shall be counted concurrently to paid sick leave and to each other when applicable. All usage of Family Leave must be approved by the Department of Personnel and Human Resources and employees shall be notified of their eligibility for such entitlements.

5. **Emergency Leave.** Whenever the County, for weather or other reasons, closes the office early or requires that no Employees report to work, those Employees covered by this Agreement will not suffer loss of pay or benefit time. Should the County not close during such an event, Employees may request to use accrued benefit time, the Employer shall not unreasonably deny said request, based on operational need. The County Administrator or designee shall make the decision when County offices shall be closed under these conditions.

Article 13 – Holidays

1. The official paid holidays, which are recognized holidays for the purposes of this Agreement are as follows:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Columbus Day
Election Day (general)
Veterans Day
Thanksgiving Day
Christmas Day

2. In addition to the aforementioned holidays, the County will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday for State employees with at least three (3) days notice, or when the Board of County Commissioners of the County of Cumberland declares a holiday for all County employees.
3. Holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday.
4. All employees who are not Division Heads and/or FLSA exempt who are required to work on a holiday shall receive one-and-one-half times (1½) his/her regular rate of pay at hour for hour and shall receive an alternative day off or accrual of compensatory time at hour for hour, or shall receive compensation for 2 ½ times the hours worked and no compensatory time, at the

employee's discretion. Division Head and/or FLSA exempt employees shall receive alternative time off, accrued at hour for hour, for time worked on a holiday. Notwithstanding the above, employees in the Department of Emergency Services shall receive two and one half times their regular rate of pay with no alternative time off.

5. In order to receive holiday pay, the employee must have worked the scheduled work day before the observed holiday and the scheduled work day after the observed holiday, unless on a prescheduled administratively approved vacation or personal day, or a sick day supported by a doctor's written explanation or other justifiable cause.

Article 14 – Occupational Injury

1. When an Employee suffers an occupational injury (as determined by a physician designated by the County or the County's worker's compensation insurance carrier, representative or administrator), including injury incurred while acting as an employee of the County, the Employee will be paid his/her full base salary for the initial thirty (30) days of job-related disability without loss of accumulated sick leave benefit time.

2. If the Employee remains incapacitated due to an occupational injury or disease beyond the initial thirty (30) day period the Employee will be entitled to worker's compensation benefits as set forth under law. Employee benefit time shall continue to accrue during the period of worker's compensation leave.

3. If the Employee retains an incapacity after the initial thirty (30) day period and is approved for workers compensation leave, the Administrator shall be notified and the County shall continue to remit pension contributions as required under statute

Article 15 – Hours of Work

1. Except as otherwise expressed herein, general office hours are five consecutive days, Monday through Friday, from 8:30 a.m. to 4:30 p.m. Specific departmental schedules shall be recognized and maintained as in effect at the time of this Agreement. Employees in this unit shall be designated as either 35-hour workweek (7-hours per day) or 40-hour workweek (8-hours per day), or Exempt pursuant to law.

2. As work loads permit, employees shall be entitled to two 15-minute breaks, one prior to the lunch period and one after the lunch period. Employees shall receive a one-hour unpaid lunch period. It is understood that an employee may be required from time to time to work through breaks based on business needs and that specific break times may not be regulated.

3. **Department of Emergency Services and Public Protection:**
 - a. Notwithstanding Section 1 above, Public Safety Telecommunicators shall have a 12-hour work day. Twelve hours shall be considered the normal work day for PSTs.
 - b. Employees shall earn the overtime rate if they work more than forty (40) hours in a week, in which case the extra time will be compensated at 1.5 times.
 - c. There shall be four platoons of dispatchers who shall be scheduled for revolving two-week schedules consisting of four (4) 12-hour shifts one week (Monday-Tuesday-Friday-Saturday), followed by three (3) 12-hour shifts the following week (Sunday-Wednesday-Thursday).
 - d. Unit members employed as Supervising Public Safety Telecommunicators (Supervising PSTs) within the Department of Emergency Service and Public Protection shall have their paid time leave days converted into hours in the amount as specified under Holidays, Personal Leave, Funeral Leave, Vacation and Sick Leave as provided under this Agreement (i.e. sick leave 15 days = 120 hours; 1 “day” = 8 hours).
 - e. Supervisor of Motor Pool, Supervising Engineering Aide, Road Repair Supervisors, Supervising Juvenile Detention Officer: Hours of work and shifts for the above

employees will be determined by operational need, but current hours and shifts shall be continued in force as of the signing of this Agreement.

4. **Shift and Schedule Notification.** The County agrees that it will notify the Union at the Union's Local office address in advance of proposed schedule, shift or major work assignment changes. The County agrees that the Union will be given the opportunity to present recommendations concerning the non-mandatorily negotiable changes within thirty (30) calendar days of the notice and to negotiate over the negotiable changes. Except in cases of emergency or exigent circumstances, work schedules shall not be changed absent at least twenty-one days advance notice to the Union and shall not be changed to avoid overtime.

Article 16 – Overtime

1. Employees may be required to work in excess of the hours designated as the normal workweek for their title/classification. Employees shall be classified as either 35-hour, 40-hour, or FLSA-exempt.
 - a. Effective upon ratification of this Agreement by the parties, any 35-hour employee who is authorized or required to work beyond thirty-five hours per week shall be compensated at one and one half (1 ½) times his/her hourly rate.
 - b. Any non-exempt employee who is authorized or required to work beyond forty hours per week or 8 hours per day shall be compensated at one and one half (1 ½) times their regular pay.
 - c. In lieu of the compensation above, employees may elect, with the concurrence of the Department Head or designee to take compensatory time, which shall be calculated as one and one half (1 ½) times the number of hours worked in excess of the regular workweek/work day.
 - d. Effective upon ratification of this Agreement by the parties, employees in Emergency Services shall receive double overtime for all hours actually worked in excess of 108 hours in a pay period.

2. Holidays, vacation time, personal time, jury leave time, and union leave time only shall be treated as time worked for purposes of calculating overtime.

3. Overtime will be offered, whenever possible, on a rotating basis among qualified employees, starting in order of greatest seniority. Supervisory bargaining unit work shall be offered to unit members prior to any employees not in this bargaining unit, or exclusively, depending on the assignment.

4. When agreed upon by the County and employee, employees shall work an altered work week schedule for the specific purpose of participating in community initiatives designed to serve the needs of County residents, which may occur outside regular work hours, or for unplanned or emergency business reasons. If the County and employee agree that such work will not

result in compensatory time or overtime, such altered work hours shall be counted as part of the employee's regular work week and shall result in a change to the hours worked the remainder of the work week or pay period. The Department Head and employee shall provide as much advance notice as possible so that resolution can be achieved prior to the assignment.

5. If required to be called in to work, Roads Department employees shall receive a minimum of four (4) hours of call-in pay at straight time until reaching forty (40) hours of eligible time in a week, and thereafter at 1.5 times the regular rate.

Article 17 – Seniority

1. Seniority shall be defined in accordance with civil service regulations.

Article 18 – Layoff and Recall

1. The County shall follow all layoff procedures established under civil service regulation, where applicable.
2. Effective upon the signing of this Agreement, the Employer agrees that in the event it determines that a reduction(s) in the work force or involuntary transfer(s) of bargaining unit employees should be implemented, it will provide the Union with advance notice before any such proposed changes are scheduled to take effect, and that the Employer will meet with the Union to discuss the proposed change(s), alternatives to the proposed change(s), and minimizing the effect on senior employees and to discuss the effects of such change(s) on bargaining unit employees.
3. If the Employer considers to subcontract bargaining unit work, the Union shall be notified in advance of the subcontract which would result in layoffs in order to discuss the reasons for subcontracting.

Article 19 – Personnel Records

1. Upon reasonable advance written request to the Personnel Office, an Employee covered by this Agreement may arrange for the inspection of and, in fact inspect all of his/her personnel records including copies of any disciplinary documents which are placed in the personnel file. Copies of any records in the personnel file shall be provided to the Employee upon request.
2. No document that is adverse to an employee and of a performance or disciplinary nature shall be placed in any employee's personnel file unless a copy is also provided simultaneously to the employee.

Article 20 – Grievance Procedure

1. **Purpose.** The purpose of the Grievance Procedure is to secure prompt and equitable resolutions to problems regarding the administration of this Agreement or other terms and conditions of employment.

2. **Definition.** A grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement, County policy, procedure, or other existing rule. The parties agree that where a dispute involves an alleged violation of Civil Service law and rules for which there is a specific appeal procedure to the Civil Service Commission, such matter shall be presented to the Commission directly. The ability to grieve discipline shall be governed by Article 21.

3. Grievances may be filed by the CWA on behalf of an individual employee or a group of employees. An employee may file a non-contractual grievance, but a copy must be submitted by the County to the CWA within three (3) business days of its filing. All grievances shall be governed by the procedures set forth herein.

4. **Filing.** A grievance must be submitted to the employee's immediate superior within ten (10) business days of the occurrence giving rise to the grievance, or when the grievant should have reasonably known of the occurrence. The burden of proof in the grievance procedure rests with the grievant or the CWA. Failure to act within the ten-day period shall constitute abandonment of the grievance. An employee or the CWA may attempt to resolve potential grievances informally with management prior to filing a formal grievance.

5. **Step 1.** The immediate supervisor shall meet with the moving party within ten (10) business days to hear the grievance. The CWA or employee may present any evidence, testimony, or other information required to substantiate the grievance, and may cross-examine any evidence or witness provided by management. The immediate supervisor shall issue a decision in writing within ten (10) business days of the meeting.

6. **Step 2.** If the grievance has not been resolved at Step 1, the CWA or employee may appeal the grievance to a Department Head within five (5) business days of the Step 1 decision. The Department Head shall meet with the moving party within ten (10) business days to hear the grievance. The Union or employee may present any evidence, testimony, or other information required to substantiate the grievance, and may cross-examine any evidence or witnesses provided by management. The Department Head shall issue a decision in writing within ten (10) business days of the Step 2 meeting.

7. **Step 3.** If the grievance has not been resolved at Step 2, the CWA or employee may appeal the grievance to the County Administrator's office. The County Administrator, or designee, shall meet with the moving party within ten (10) business days to hear the grievance. The Union or employee may present any evidence, testimony, or other information required to substantiate the grievance, and may cross-examine any evidence or witnesses provided by management. The County Administrator, or designee, shall issue a decision in writing within ten (10) business days of the meeting, unless an extension is mutually agreed by the parties.

8. **Arbitration.** The Union may appeal a grievance that has been denied at step 3 to arbitration within thirty (30) days of the step 3 decision.
 - a. The parties agree to utilize the panel of arbitrators maintained by the New Jersey Public Employment Relations Commission ("PERC") and shall follow the procedures set forth by PERC for grievance arbitration matters. The arbitrator shall be confined to the Agreement and shall not have the power to add to, subtract from, or modify the provisions of the Agreement.
 - b. The decision of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The fees and expense of the arbitrator shall be divided equally between the Employer and the Union. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the moving party, unless the other party requests a copy or to mutually benefit from the item creating the additional expense.

- c. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his/her acceptance to act as arbitrator and shall issue his/her decision within thirty (30) calendar days after the close of the hearing.

9. General Procedures.

- a. The Union or employee may present any evidence, testimony, or other information required to substantiate the grievance, and may cross-examine any evidence or witnesses provided by management.
- b. The parties agree that scheduling any grievance meeting or hearing shall be by mutual agreement, with consideration for each party's respective scheduling commitments. No meeting date or time shall be set by any party without consultation with the other parties.
- c. A properly filed grievance shall state the nature of the alleged violation or dispute, the specific contractual provisions, policies, or rules involved, and a requested remedy. Failure to cite this information may result in return of the grievance without action by management.
- d. A grievance may be amended at any step of the grievance procedure based on new information.
- e. The number of days indicated at each step of the grievance procedure shall be considered the maximum. The parties by written consent may alter the time limits.
- f. The lack of response by the Employer within the prescribed time periods, unless time limits have been extended by mutual, written agreement, should be construed as a negative response.
- g. At each step of the procedure, all grievance decisions shall be in writing. The Employer shall provide both the grievant and the Union with a copy of the grievance decision at each step of this procedure.
- h. All grievance hearings shall be scheduled by mutual agreement of the reviewing authority and the Union/grievant. There shall be no claim for compensation or compensatory time in the event the grievance hearing extends beyond the employee's normal work day.

- i. Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and without payment for travel time if during his/her normal scheduled working hours. There shall be no claim of compensation or compensatory time in the event the grievance hearing extends beyond the witness' normal work day.
- j. The parties by mutual agreement may consolidate two or more grievances at any step of the grievance process on the same issue and process them as a group grievance. Grievances filed as a group grievance may be separated for review by the reviewing authority.

Article 21 – Disciplinary Procedures

1. The discipline of Classified Civil Service employees governed by this Agreement shall be subject to the provisions of the New Jersey Civil Service Statutes and Regulations, and where applicable, the Grievance procedure contained in this Agreement.
 - a. The issuance of minor discipline to a Classified Civil Service employee which does not result in a loss of pay or a fine (i.e. warnings, performance notices, reprimands, etc.) is not subject to arbitration provisions of this Agreement, but may be grieved up to “Step 3” for final decision by the County Administrator or designee.
 - b. Minor disciplinary actions resulting a loss of pay or fine of five (5) days or less shall be subject to the grievance provisions of this Agreement.
 - c. Major disciplinary actions resulting in a loss of pay or fine of more than five (5) days shall be adjudicated up to Step 3 of the grievance procedure and then appealable to the Office of Administrative Law.

2. Unclassified Civil Service employees governed by this Agreement shall remain “at-will” employees for the purposes of discharge and shall not have the right to any disciplinary appeal procedure except as otherwise provided by law or this Agreement.
 - a. The termination from employment of an Unclassified Civil Service employee is specifically excluded from the definition of a grievance under this Agreement.
 - b. The issuance of discipline less than termination for Unclassified Civil Service employees is not subject to arbitration provisions of this Article, but shall be grieved directly to “Step 3.” Such grievance may include a dispute on the degree of penalty and appropriateness of the disciplinary action.

3. **General Rules for Civil Service Classified Employees:**
 - a. Discipline and discharge shall only be for just cause. Discipline shall be progressive in nature and corrective in intent.
 - b. The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee and his/her service with the County.

- c. If a suspension is scheduled to cause loss of holiday pay, the unpaid holiday hours shall count towards the amount of suspension time to be served.
- d. Employees shall be permitted to forfeit paid vacation time in lieu of serving suspensions, subject to management's discretion.
- e. Timeframes for serving disciplinary notices, scheduling hearings, and other matters shall be governed by civil service regulations.
- f. All initial disciplinary hearings shall be scheduled while employees are working. However, if an initial hearing (Step One of the Grievance Procedure only) cannot be scheduled during an employee's scheduled work hours, the employee shall be compensated for time spent at the hearing at the employee's regular rate (straight time).

4. Representation

- a. An employee shall be notified if a meeting or interview could reasonably result in disciplinary action. An employee may request to have a union steward present at such meeting. If a department's shop steward is not available, the County shall permit a union steward from another department to attend.

Article 22 – General Provisions

1. **Labor-Management Relations.** The parties agree to convene labor-management meetings upon reasonable advance request by the Local or by an authorized management representative to discuss issues of importance to the bargaining unit or the Employer. The parties shall make reasonable efforts to convene such meetings timely and to develop relevant information and materials to facilitate productive discussion.

2. **Notices.** The Employer shall provide notice and copy to the Local office of the County's Policies and Procedures Manual and shall provide copies of changes related to personnel issues when they are updated, created, or eliminated which affect bargaining unit members. The Employer will provide notice to the Local Union President of any new hire, resignation, retirement, promotion, demotion, or reassignment affecting bargaining unit members.

3. **Allowances**
 - a. **Mileage Rate:** Employees required to use their personal vehicle for County business shall receive mileage reimbursement at the County rate of \$0.42 cents per mile. Employees will be required to submit documentation supporting the request for reimbursement. The employee shall not be eligible to receive mileage if a County vehicle is available to be used. Management shall designate a departmental scheduler who employees shall contact to determine if a County vehicle is available.
 - b. **Clothing Allowance:** The County shall provide an allowance of \$165 per year for purchase of steel-toed safety boots for employees required to wear the same. Boot purchases shall occur in accordance with County practice. Should a uniform be required, it shall be provided at the County's expense and replaced at the County's expense as needed. Uniform purchases are to normally occur on an annual basis and in conformance with County practice.
 - c. **Meal Allowance:** Employees shall receive meal allowances in accordance with County policy, which shall not be diminished during the term of this Agreement. Roads Department employees shall receive \$12.00 for each meal time the employee would

experience while he/she was performing emergency work, such as removing ice and/or snow after his/her normal work day ended.

- d. **Physicals and Medical Reimbursement:** Employees required by the County to seek medical documentation or treatment shall be reimbursed for any copayments or other fees charged by the medical provider in association with complying with the County's requirements.

4. **Certification, License, and Memberships**

- a. It shall be the responsibility of the Employer to pay the fees associated with obtaining and maintaining certifications and/or licenses required. It is understood that this obligation does not extend to obtaining certifications or licenses by candidates to be considered for employment. Fees shall be approved by the Department Head or designee in advance of being incurred. Employer will pay the cost of CDL endorsement fees in excess of a normal driver's license.
- b. Employees covered by this Agreement who attend approved education or training courses related to their employment, shall receive mileage reimbursement at the standard County rate or shall be provided a County vehicle to attend such training. If County vehicles are provided, the Employees may be required, to the extent reasonable and feasible, to car pool. Any out-of-state travel expenses must be pre-approved by the Administrator. The County shall pay/reimburse (within 30 days of complete submission of paperwork) the full cost of registration and attendance at required and pre-approved trainings.
- c. Employees shall accrue compensatory time for attendance and travel to in-state or daily trainings which exceed their normal working hours and regular commuting time. It is generally understood that the Employer may deny compensatory time for travel on weekends or after regular work hours related to out of state and multi-day trainings. Employees shall notify their supervisor as soon as possible, or in advance if possible, of compensatory time that would be accrued due to travel or training.
- d. With the discretion and prior approval of the Department Head and if not a requirement of the job, the Employer shall pay for job-related license renewals and

fees to belong to professional groups such as NFPA that are job-related where the County benefits from employee knowledge of industry regulation and best practices.

- e. Employees must receive approval from the County Administrator or designee prior to attending said training to receive the above benefits.

5. **Tuition Reimbursement Program.** The County shall reimburse employees for all school tuition costs incurred by the employee on the following basis:

- a. Course must be taken at an accredited school approved by the County before tuition costs are incurred.
- b. Course must be directly related to the present work duties.
- c. Employee must submit an application for tuition reimbursement at least three (3) weeks prior to the start of the course. Applications shall be submitted to the Human Resources Director for approval.
- d. The County will reimburse the employee after successfully completing the approved course with a passing grade. Proof of passing grade of “B” or better (“pass” in “pass/fail” courses) and all tuition costs are required.
- e. In no event shall the County pay tuition reimbursement costs in excess of a sum equal to one-half of one percent of the total annual unit payroll for any calendar year under this agreement.

Article 23 – Salaries and Wages

1. All employees in County Departments shall receive the following general wage increases:

- | | |
|------------------------------|------------------------|
| a. Effective January 1, 2021 | 2.00% increase to base |
| b. Effective January 1, 2022 | 2.25% increase to base |
| c. Effective January 1, 2023 | 2.25% increase to base |
| d. Effective January 1, 2024 | 2.50% increase to base |
| e. Effective January 1, 2025 | 2.50% increase to base |

2. Supervising Public Safety Telecommunicators:

- a. The minimum for the Supervising PST title shall be \$55,000 effective January 1, 2021.
- b. Effective upon the ratification of this Agreement by the parties, Supervising PSTs will receive a shift differential of \$0.50 per hour for all time worked between 1900 and 0700 when functioning as a Supervisor. If a Supervising PST is serving to fill a vacancy in a nonsupervisory position because a Supervisor is already working on that shift, the employee filling the nonsupervisory position shall receive the applicable nonsupervisory shift differential rate.
- c. For 2021, Supervising PSTs will receive adjustment to the new base salaries detailed in Exhibit 1, which shall include both adjustment and an increase of \$2,600 to compensate for standby responsibilities. Such standby pay is included in the salaries in Exhibit 1. Standby pay for other employees are stipends and non-base.

3. On Call Stipends:

- a. Effective upon ratification of this Agreement, the County shall designate the following positions as “on call.” Such designation requires availability to take calls and respond after normal working hours. If called in and responding to work, they shall remain eligible for any call-in compensation or time for that response. Any employee designated as on-call shall receive compensation of \$50 per week for such designation. Employees may swap assignments within the rotation with advance management approval.

- i. Supervising Juvenile Detention Officer (1 position)
 - ii. Road Repair Supervisors (3 positions)
 - iii. Traffic Maintenance (1 position which shall not be rotated)
 - iv. Buildings and Grounds (1 position which shall be rotated)
- b. On Call payment is included in the salaries attached in Exhibit 1 except for positions which are subject to rotation.

Article 24 – Benefits

1. The County shall provide health insurance coverage to employees in accordance with group health plan coverages in the following categories: medical/hospitalization, prescription, drugs, dental, and optical. All health plan coverage and costs are subject to statutory and regulatory provisions and may be subject to modification as may be required by law, for which changes the County may not be held responsible. The County shall make available all plans as attached to the contract as Attachment A – Health Benefits Plan Descriptions.

To qualify for health insurance coverage, an employee shall be scheduled to work thirty (30) hours or more per week.

2. All employees enrolling in health benefits shall make contributions as required by Ch.78, P.L. 2010. Should contributions under Chapter 78 expire, employees will be required to make the same contributions as last required under Chapter 78 until successor legislation is enacted or a successor contract is negotiated.

Employees enrolling in health benefits shall be enrolled in the base plan and be subject to premium sharing amounts required under P.L. 2010, c.78. Alternatively, an employee may select another plan offered by the County, but will be responsible for paying the difference in premium between the base plan and the plan of his/her choice, plus the premium sharing amount for the base plan as required above.

3. The County shall provide medical benefits equal to or better to those in effect at the time of the Signing of this Agreement.
4. Prescription plan benefits shall be available to employees and to qualified dependents for prescription fills as ordered by qualified medical providers. Prescription fills shall be available at the retail pharmacies for fills under industry standards and plan restrictions. The prescription plan for all plans shall be \$10 co-pay for generic, \$25 co-pay for name brand and \$50 co-pay for non-preferred brand name drugs (included in Attachment B.) Emergency room co-

payments for all plans shall be \$100. The stated co-pay shall cover up to a thirty (30) day retail supply of the prescription. Where the mail order prescription plan is available and utilized, the stated co-pay shall cover up to a ninety (90) day supply of the prescription. Employees shall contribute toward their prescription benefits in accordance with the requirement of Chapter 78.

5. The County dental plan level shall be 50/50 of covered benefit limits. Employees shall contribute toward their dental benefits in accordance with the requirement of Chapter 78.
6. The County shall continue optical coverage substantially similar to the current Plan, with employee contributions governed by Chapter 78.
7. The County shall have the right to substitute insurance carriers or plans to implement a self-insured health benefits plan that provides eligible employees and eligible family members as required under state or federal law with benefits that are equal to or better than the benefits provided as of December 31, 2016, unless otherwise negotiated. The parties agree that effective May 1, 2017, Horizon Omnia was established as the "base plan." Employees shall be provided thirty (30) days advance notice of the change in plans to provide time for open enrollment.
8. In the event that the County seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the County agrees to provide the Union with at a minimum of thirty (30) days of notice before any such change is to take place, in order to permit the Union and the County to meet and discuss the proposed change and the effect of such change on bargaining unit employees, upon request.
9. When an employee has dependent(s) covered under the County Health Benefits Plan and such dependent(s) subsequently become ineligible to participate in the County Health Benefits Plan due to age, death, divorce, (or) otherwise, the employee shall, within thirty (30) days of the event triggering the dependent's ineligibility, notify the County Department of Personnel & Human Resources of the change in coverage. If the Employee fails to give said notification, the employee may be required to reimburse the County for expenditures made relating to the

insurance coverage of said dependent(s) during the period of ineligibility. Moreover, the employee's failure to provide timely notice is grounds for discipline.

10. **Life Insurance.** The Employer shall provide full-time employees with life insurance coverage. The County Employee Group Life Insurance Policy death benefit shall be in the amount of \$7,500. When an authorized leave of absence without pay due to illness or other emergency leave is granted, life insurance shall be continued for the first thirty (30) days of said leave. When an employee is injured on the job, life insurance benefits may be continued by the County at its discretion for a period not to exceed one (1) year from the date of injury, provided said injury is recognized as eligible for worker's compensation.

11. **Death Benefits.** Upon death of an employee who is actively employed, the employee's estate will be paid for all accumulated earned leave time, subject to statutory and contractual caps.

12. **Retiree Benefits**

a. Definitions for Retirement Purposes:

1. **Employee:** Means a person on the County payroll, whether a hiree, elected official or appointee, who at the time of retirement is eligible and/or enrolled in the County's Health Benefits Plan and meets the criteria for retiree benefits.
2. **Spouse:** Means a person lawfully married to or in a civil union with an eligible employee on the date the employee retires and who continues to be married to the employee.
3. **Veteran:** Means a person who has served at least one year of active service in the military of the United States and holds other than a dishonorable discharge from that service.
4. **Federal Medicare:** Means the coverage provided under Title XVIII of the Social Security Act as amended.

b. Retiree Health Benefits:

1. Cumberland County shall provide certain health benefits insurance to eligible retired employees and to their eligible spouses or civil union partners on a cost share basis and shall afford to other retired County employees, and their eligible spouses or civil union partners, and to the spouse/civil union partner of an eligible deceased retired employee, who meet the qualifications, opportunity to purchase the health benefits for themselves at full group rates plus an administrative charge. In no case is a child dependent of a retiree eligible to receive retiree benefits.
2. Eligible retirees will receive health benefits at the level and in accordance with those provided to current employees unless otherwise required by written agreement or contract.
3. Eligibility for Retired Employees and Dependents:
 - a. This Plan requires that covered persons who are eligible for Medicare (Retirees), based on individual, spousal, or former spousal eligibility, regardless of premium requirement, must be enrolled under the Medicare program for Part A/Medicare Hospital Insurance and Part B/Medicare Medical Insurance in order to be a participant under this Plan. This Plan will not pay for benefits that would have been paid by Medicare.
 - b. Participants are required to enroll in Medicare Part A & Part B by the first day of the calendar month following 30 calendar days of the qualifying event if eligible for enrollment during the Medicare Special Enrollment period, or during the next available Medicare Open Enrollment period (January 1st

through March 31st of each year to be effective by the following July 1st) following the qualifying event.

- c. Any prescription drug benefits that may be provided through the Plan are equal to or better than the benefits provided by the standard Medicare Part D plan. In that case, most Medicare eligible participants and/or their Medicare eligible dependents need not enroll in Medicare Part D prescription drug coverage.
 - d. A Retired Employee must follow the same rules for enrollment in the Plan as Active Employees. It is the Retired Employee's responsibility to notify the Plan of any changes. If family members cease to be eligible, claims will not be paid. The actual change in coverage will not take place until the Retired Employee has formally requested the change in writing. A Retired Employee may change plans during open enrollment or during a rate change period.
4. Twenty Percent (20%) Cost Share Plan. Eligible retired employees who elect to participate in this plan will receive medical and prescription drug coverage equal to that provided to current eligible employees.
- a. The County shall provide retiree health benefits to eligible retired employees in accordance with County Policy 2.11 with the following exceptions for this bargaining unit:
 - i. Retire from active employment with Cumberland County under the NJ State Pension Program; and

- ii. Have at least 25 years of continuous or 35 years of non-continuous employment service with Cumberland County if a non-veteran, or at least 20 years of continuous or 30 years of non-continuous service to Cumberland County if a veteran; or
 - iii. Have at least 25 years of cumulative employment service with Cumberland County and employment commenced prior to January 1, 2021
- b. Eligible retirees will receive Health Benefits at the level and in accordance with those provided to current employees unless otherwise required by written agreement or Union contract.
- c. The following retired employees shall be excluded from eligibility even though they would otherwise qualify: Retirees who are covered under another group program covering the retiree or his/her spouse or civil union partner until such time as the retiree shall lose such coverage because of a qualifying event (loss of employment resulting in loss of coverage; death of spouse, divorce, etc.) providing the retiree notifies the County of such event in writing within 30 calendar days of the event.
- d. All coverage under this plan shall terminate upon the death of the retired employee.
- e. The spouse or civil union partner of a deceased eligible retiree who has maintained coverage under this plan shall have the right to continue his/her health coverage under the full pay plan provided he or she elects that coverage within 30 days after the death of the retiree.

f. If a retiree qualifies for retiree coverage, and they are covered by another plan due to enrollment within a spousal or civil union situation outside of County benefits, the retiree must complete the “Retiree Deferred Benefits” form within 30 calendar days of their retirement date. When and if a situation occurs whereas coverage is lost through a qualifying life event, the retiree must inform Cumberland County Human Resources Department within 30 calendar days of the event to enroll into the County Plan.

5. One Hundred Percent (100%) Cost Share Plan:

- a. The following retirees/spouse/civil union partner are eligible to enroll: Employees who retire from active employment with Cumberland County under the State Pension Program, are eligible and/or enrolled in the County’s Health Benefits Plan and have at least ten (10) years of Cumberland County service.
- b. The spouse of a deceased retired employee covered under the 20% Cost Share plan or full Cost Share plan at the time of the retiree’s death.
- c. The cost of the plan shall be a sum equal to the full cost of the plan plus 2% to cover administration of the plan.
- d. Eligible retired employees will receive health benefits at the level and in accordance with those provided to current employees unless otherwise required by written agreement or Union contract.

6. Miscellaneous Retired Employee Information:

- a. Employees who are eligible for retiree health benefits shall have 30 calendar days after the date of retirement from the County employment to elect coverage.
- b. Eligible retired employees will receive health benefits at the level and in accordance with those provided to current employees unless otherwise required by written agreement or Union contract.
- c. If the retired employee fails to make the cost share premium payment when due, the coverage shall be terminated within 30 days from date of notice. Once terminated, through lack of premium payment, the retired employee shall not be eligible for reinstatement of coverage.
- d. The Department of Human Resources or their designee shall administer Open Enrollment periods each year. During this period, changes in enrollment, changes in plans, changes in dependent coverage, waiver of coverage, etc. may be made. Applicable regulations regarding life qualifying events also apply.

Article 25 – Retirement

1. All employees covered by this Agreement shall be subject to the requirements of the appropriate Retirement System, as defined by state law. The County shall remit such contributions as required of it under law and regulation.

2. **Sick Leave Payout.** A permanent employee who enters retirement and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive fifty percent (50%) of his/her accumulated sick time as supplemental pay, not to exceed \$9,000. This payment shall be paid in a lump sum after the date of retirement or at a mutually agreed time within reason between the retired employee and the Employer. Retirement shall be defined to include service, early, deferred, veteran, and disability (ordinary and accidental).

Article 26 – Severability

1. If any provision of this Agreement is determined to be invalid by operation of law, or by a court or by any other legal tribunal of competent jurisdiction as to any or all Employees, such provision shall be inoperative. All other provisions of this Agreement not declared inoperative shall continue in full force and effect.
2. The parties agree to open negotiations should any provision of civil service statute or regulations be stricken during the term of this Agreement. The agreement to reopen negotiations shall be limited solely to the affected matters struck from civil service statute or regulations.


Article 27 – Terms of Agreement

1. This Agreement shall be effective immediately on the date of signing below and shall be prospective only unless specifically agreed otherwise.
2. The parties shall commence negotiations on a successor Agreement on or before September 1st of the year in which it expires.
3. The parties may extend the collective negotiations agreement for one year to include a 2% across the board salary increase to commence January 1, 2026 by mutual agreement of the parties. Such agreement will be reduced to writing and ratified by the respective governing bodies no later than November 1, 2025.

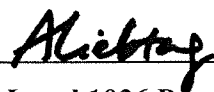
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 2nd day of May, 2023.

For the County:

For the CWA:



County Administrator



CWA Local 1036 President

County Board of Health

CWA National Representative

Exhibit 1 – Base Salaries for 2020 - 2025

Last Name	Department	Position	2020	2021	2022	2023	2024	2025
			Base Salary	Base Salary	Base Salary	Base Salary	Base Salary	Base Salary
<u>Accounting & Administration</u>								
Waldo	Health	Principal Accountant	65,078	66,380	67,873	69,400	71,135	72,914
Nicholas	Workforce Development	Senior Account Clerk	65,487	66,797	68,300	69,836	71,582	73,372
Bara	Aging	Senior Accountant	60,583	61,795	63,185	64,607	66,222	67,877
Morgan	Planning	Administrative Secretary / Office Manager	56,801	57,937	59,241	60,574	62,088	63,640
Paulino	Aging	Accountant	56,477	57,607	58,903	60,228	61,734	63,277
Haaf	Alcohol & Drug Treatment	Administrative Clerk	56,250	57,375	58,666	59,986	61,486	63,023
Vissell	County Clerk	Keyboarding Clerk 4	55,530	56,641	57,915	59,218	60,699	62,216
Hoffman	County Clerk	Keyboarding Clerk 4	54,444	55,533	56,782	58,060	59,511	60,999
Brown	Finance	Supervisor of Accounts	54,440	55,529	56,778	58,056	59,507	60,995
<u>Health and Human Services</u>								
Gandy	Health	Coordinator, Environmental Health	82,743	84,398	86,297	88,238	90,444	92,706
Vansant	Aging	County Division Head Coordinator, Special Child	79,774	81,369	83,200	85,072	87,199	89,379
Thomas	Health	Health Services	72,905	74,363	76,036	77,747	79,691	81,683

Grennon Jr	Aging	Director, Handicapped Office	61,731	62,966	64,382	65,831	67,477	69,164
Chaplin Dawkins-Truman	Aging	County Division Head	55,995	57,115	58,400	59,714	61,207	62,737
Holder	Aging	County Division Head	52,884	53,942	55,155	56,396	57,806	59,251
Strozyk	Aging	Supervisor, Social Workers Supervisor, Program Development	52,020	53,060	54,254	55,475	56,862	58,283
Johnson	Aging	Supervisor, Omnibus Operator	49,731	50,726	51,867	53,034	54,360	55,719

Public Safety Departments

Hoffman	Corrections	Internal Affairs Investigator	73,440	74,909	76,594	78,318	80,276	82,282
Montgomery	Weights & Measures	Superintendent Wghts & Measures	70,783	72,783	74,421	76,095	77,997	79,947
Butler	Corrections - Juvenile	Supervisor, Juvenile Detention Officers	63,871	67,748	69,214	70,713	72,416	74,161
Freites	Prosecutor	Supervisor, Victim Witness Advocates	59,955	61,154	62,530	63,937	65,535	67,174
Hollinger	911 Emergency Communications	Supervisor, Public Safety Telecommunicator	66,855	70,792	72,385	74,014	75,864	77,761
McPherson	911 Emergency Communications	Supervisor, Public Safety Telecommunicator	66,855	74,600	76,279	77,995	79,945	81,943
Nardelli Jr	911 Emergency Communications	Supervisor, Public Safety Telecommunicator	66,590	72,600	74,234	75,904	77,801	79,746
Coombs	911 Emergency Communications	Supervisor, Public Safety Telecommunicator	61,931	67,600	69,121	70,676	72,443	74,254

Public Works

Bennett	DPW - Buildings & Grounds	Crew Supervisor, Building Maintenance Workers	72,986	74,446	76,121	77,833	79,779	81,774	
Gallo	DPW - Buildings & Grounds	Building Maintenance Service Specialist 1	70,000	71,400	73,007	74,649	76,515	78,428	
Wills	DPW - Buildings & Grounds	Supervisor, Maintenance Repair LPL	58,366	59,533	60,873	62,242	63,799	65,393	
Sooy	DPW - Buildings & Grounds	Supervisor, Building Services	50,000	51,000	52,148	53,321	54,654	56,020	
Ridgeway	DPW - Engineering	Supervising Engineering Aide	79,854	81,451	83,284	85,158	87,287	89,469	
Lomberk	DPW - Mosquito	Superintendent Mosquito Extermination	75,555	77,066	78,800	80,573	82,587	84,652	
Milletta	DPW - Roads	Supervisor, Road Repair	70,390	74,398	76,013	77,665	79,542	81,465	
Hope	DPW - Traffic Safety	Supervisor, Traffic Safety	68,979	72,959	74,542	76,160	77,999	79,884	
Curley	DPW - Roads	Supervisor, Road Repair	66,328	70,255	71,777	73,333	75,102	76,914	
Henry Jr	DPW - Roads	Supervisor, Mechanics	64,790	66,086	67,573	69,093	70,820	72,591	
Hyson	DPW - Roads	Supervisor, Road Repair	62,424	66,272	67,705	69,170	70,834	72,540	
<u>Workforce Development</u>									
Rice	Workforce Development	Supervisor, Employment Specialists	75,977	79,977	81,776	83,616	85,707	87,850	
Scalese	Workforce Development	Supervisor, Employment Specialists	75,008	76,508	78,230	79,990	81,990	84,039	
Scott	Workforce Development	Program Monitor	65,234	67,734	69,258	70,816	72,587	74,401	
Speck	Workforce Development	Supervisor, Omnibus Operators	50,726	51,741	52,905	54,095	55,447	56,834	

Exhibit 2 – Salary Minimums

Department	Position	Minimum
AGING	County Division Head – CATS	58,000
AGING	County Division Head – RSVP	37,359
AGING	County Division Head – Meals/Wheels	39,856
AGING	Social Work Supervisor	50,000
AGING	Supervising Omnibus Operator	47,800
PLANNING	County Division Head – Recreation/Tourism	32,838
	Superintendent of Weights & Measures	50,000
	County Alcoholism Coordinator	52,000
	Assistant Director, Drug Abuse Program	50,000
HEALTH	Chief Registered Environmental Health Specialist	62,000
HEALTH	Coordinator Special Child Health Services	50,000
HEALTH	Environmental Health Coordinator	81,121
	Administrative Secretary / Office Manager	43,000
HEALTH	Principal Accountant	65,078
	Senior Accountant	48,000
	Accountant	45,000
	Administrative Clerk	42,000
	Supervisor of Accounts	40,000
	Senior Account Clerk	33,000
	Keyboarding Clerk 2	32,450
DPW	Supervising Engineering Aide	60,000
DPW	Superintendent, Mosquito Extermination	55,000
DPW	Supervisor, Motor Pool	55,000
DPW	Road Repair Supervisor	60,000
DPW	Building Management Services Specialist 1	70,000
DPW	Crew Supervisor Building Maintenance Workers	71,555
DPW	Supervisor Building Service	50,000
	Supervisor, Employment Specialist	50,000
	Program Monitor	46,000
	Supervisor, Program Developer Specialist Community Svs	48,500
AGING	Program Developer Specialist Community Svs	40,000
PUBLIC SAFETY	Supervising Public Safety Telecommunicator	50,000
CORRECTIONS - JDC	Supervising Juvenile Detention Officer	50,000
PROSECUTORS	Supervisor, Advocate Victim Witness	57,626

Exhibit 3 – PERC Certification of Unit

**STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

In the Matter of	>	
CUMBERLAND COUNTY,	>	
Public Employer,	>	
-and-	>	
COMMUNICATIONS WORKERS OF AMERICA	>	DOCKET NO. RO-2012-010
LOCAL 1036, AFL-CIO,	>	
Petitioner.	>	
	>	

**CERTIFICATION OF REPRESENTATIVE
BASED UPON AUTHORIZATION CARDS**

In accordance with the New Jersey Employer-Employee Relations Act, as amended, and the Rules of the Public Employment Relations Commission, we have conducted an investigation into the Petition for Certification filed by the above-named Petitioner. The Petitioner has demonstrated by card check that a majority of the unit employees described below have designated the Petitioner as their exclusive representative for purposes of collective negotiations, and, no other employee organization has expressed a valid interest in representing these employees.

Accordingly, **IT IS HEREBY CERTIFIED** that

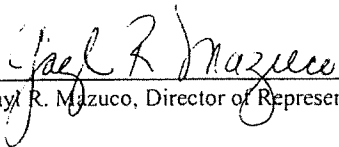
COMMUNICATIONS WORKERS OF AMERICA (CWA) LOCAL 1036, AFL-CIO

is now the exclusive representative of all the employees included below for the purposes of collective negotiations with respect to terms and conditions of employment. The representative is responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership. The representative and the above-named Employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment as required by the Act.

UNIT: Included: All regularly employed Supervisory employees of Cumberland County including Accountant, Administrative Clerk, Administrative Secretary/Office Manager, Assistant County Engineer, Coordinator Special Child Health Services, Director Office of the Handicapped, Division Head, Environmental Health Coordinator, Fiscal Analyst, Head Teacher JDC, Manager Mobile Meals Program, Manager of Operations, Project Director Nutrition Program, Program Development Specialist, Program Monitor, Public Health Nurse Supervisor, Senior Accountant, Senior Account Clerk, Senior Clerk Typist, Superintendent - Public Works Mosquito Division; Superintendent - Weights and Measures; Supervising Clerk Stenographer, Supervising Employment Specialist, Supervising Juvenile Detention Officer, Supervising Librarian, Supervising Public Safety Telecommunicator, Supervisor of Accounts, Supervisor Food Service, Supervisor Engineering Aides, Supervisor Food Service JDC, Supervisor of Motor Pool, Supervisor of Roads, Supervising Substance Abuse Counselor, Supervisor Telephone System, Training Coordinator employed by Cumberland County.

Excluded: Managerial executives, confidential employees, non-supervisory employees, craft employees, police, casual employees; employees in other bargaining units, employees of the Cumberland County Board of Elections and all other employees employed by Cumberland County.

DATED: September 4, 2012
Trenton, New Jersey



Gay R. Mazucco, Director of Representation