

LABOR-MANAGEMENT RELATIONS AGREEMENT
BETWEEN
BERGEN COUNTY BOARD OF SOCIAL SERVICES
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
JULY 1, 2009 THROUGH JUNE 30, 2012

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LABOR-MANAGEMENT RELATIONS AGREEMENT

Except as otherwise stated herein, this Agreement shall be effective on the 1st day of July, 2009, notwithstanding the actual date of execution between the BERGEN COUNTY BOARD OF SOCIAL SERVICES (hereinafter referred to as the "Board"), whose address is 216 Route 17 North, Rochelle Park, New Jersey 07662, and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the "Union"),.

ARTICLE 1 UNION RECOGNITION

The Bergen County Board of Social Services hereby agrees to recognize the Communications Workers of America, AFL-CIO, as the sole and exclusive collective bargaining representatives of the full- and part-time employees of the Board (hereinafter referred to as the "Bargaining Unit") in the following job titles (including the bi-lingual variant):

Clerical

Account Clerk
Building Maintenance Worker
Clerk
Clerk Steno
Clerk Transcriber
Clerk Typist
Data Control Clerk
Data Entry Machine Operator
Interpreter
Principal Account Clerk
Principal Clerk
Principal Clerk Steno
Principal Clerk Typist
Records Retrieval Operator
Sr. Bldg. Main. Worker
Senior Account Clerk
Senior Clerk
Senior Clerk Steno
Senior Clerk Transcriber
Senior Clerk Typist
Senior Data Entry Machine Operator
Telephone Operator
Word Processing Operator

Professional

Accounting Assistant
Human Services Specialist 1
Human Services Specialist 2
Human Services Specialist 3
Investigator CWA
Social Worker
Social Worker Specialist
I.M. Aide
Social Services Technician
Graduate Nurse

Excluded from such representation are all confidential secretaries, confidential employees and supervisors within the meaning of Title 11A of the New Jersey statutes and the regulations promulgated thereunder (collectively, the "Act", notwithstanding the Department of Personnel title (collectively, the "Excluded Employees").

Upon an employee being appointed a provisional supervisor, or to any other excluded position as previously indicated, the employee shall be automatically excluded from the Bargaining Unit.

Whenever an employee is removed from the Bargaining Unit due to the confidential nature of his/her work or due to his/her promotion into an excluded position, the Board shall provide notification to the Union within thirty (30) days of such removal. Whenever an employee in the Bargaining Unit leaves the Union, the Union shall provide notification to the Board within thirty (30) days of such leaving.

The Board shall not assign a title within the Bargaining Unit to Excluded Employees.

If the Board shall create a new position, prior to filling it, the Board shall notify the Union of the Board's views concerning inclusion or exclusion in the negotiation unit and, if included in the Bargaining Unit, the salary range that the Board intends to assign to the position.

ARTICLE 2 TERM OF AGREEMENT

Except as otherwise stated herein, this Agreement shall be in full force and effect from July 1, 2009 through June 30, 2012.

ARTICLE 3 COLLECTIVE BARGAINING PROCEDURES

A. Collective bargaining with respect to rates of pay and matters which directly affect the work and welfare of the Bargaining Unit, subject to the applicable provisions of law, shall be conducted by the duly authorized bargaining agent(s) of each of the parties together with not more than four (4) additional representatives and one (1) alternate of each party, who shall participate in collective bargaining meetings, except by consent of both parties.

B. Collective bargaining for the contract period beginning July 1, 2011 shall commence on or about February 28, 2011. The Union shall submit a written request to schedule a meeting to exchange proposed ground rules and/or written contract demands as soon as possible after January 15, 2011. The written request shall include five (5) proposed meeting dates between February 28, 2011 and March 31, 2011. Proposed meeting dates shall be regular business days. Management will then choose at least one date from this list and notify the Union of its choice.

C. The bargaining sessions shall begin at a mutually agreed upon time on the date agreed upon and Union representatives (not exceeding the number shown in Section A. of this Article) on duty that day shall be permitted to attend that bargaining session and subsequent regularly scheduled bargaining sessions without loss of pay.

D. The duly authorized bargaining representatives shall be allowed release time prior to and after the labor-management negotiating sessions. These sessions shall not exceed thirty (30) minutes in length per session.

ARTICLE 4 HOURS

A. Except as modified by Article 31, Extended Hours Program, hours for all employees covered by this contract shall be a seven (7) hour work day from either 8:00AM to 4:00PM or 8:30AM to 4:30PM There shall be an unpaid lunch period of one (1) hour and two paid fifteen (15) minute breaks, one in the morning and one in the afternoon. Each break shall not exceed fifteen (15) minutes, provided that such breaks shall not be used either to lengthen the lunch period or shorten the work day; the starting times, the lunch times and break times are to be set by the Director (all references in this Agreement to the "Director" shall include, in the Director's discretion, the Director's Designee). The total work week is thirty-five (35) hours. Seventy (70) hours shall comprise every two-week pay period. The Director, or his designee, after giving the Union an opportunity to discuss any change in advance and subject to the approval of the Board shall have the right for efficient operation of Board affairs to make changes in the starting and ending times of the daily work schedule so long as the total work does not exceed 70 hours in each two-week pay period.

B. All employees shall register for work each day by the use of electronic time clocks, except at the beginning and end of the morning and afternoon breaks.

C. The Union recognizes and acknowledges that the determination of policies regarding lateness are managerial prerogatives and shall be determined solely by the Board. Any such policies shall be disseminated to all employees in advance of their effective date and shall be uniformly applied and enforced (subject to unusual mitigating circumstances in the judgment of the Director).

ARTICLE 5 PERSONAL LEAVE

Each employee in the Bargaining Unit shall be entitled to take up to four (4) days per calendar year for personal leave. Such personal leave days shall not be carried over to the following year. During the first calendar year of employment, personal leave days shall be earned at the rate of one (1) day for each completed three (3) months of the calendar year. The employee must notify his supervisor of the employee's intention to take a personal leave day. Except in case of emergency, the prior approval of the supervisor must be obtained. The taking of personal leave in units, in hourly increments, and/or half (1/2) days is permitted. All personal leave shall be used no later than November 30th of each calendar year. Each employee in the Unit must use all but one (1) of his/her personal days and floating holiday by December 1st of the calendar year.

ARTICLE 6
HOLIDAYS

A. DEFINITION: Holidays referred to in this section include legal holidays as fixed by statute. These Holidays are:

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

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
The day following Thanksgiving Day
Christmas Day

(collectively, "Holiday(s)") and whenever any such day falls on a Sunday, the following day shall become the designated Holiday. Whenever a Holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. A Holiday shall also include any other day established as a Holiday by proclamation of the Board. Lincoln's Birthday shall be observed as a Holiday in 2010 only.

B. GENERAL INFORMATION AS TO HOLIDAYS

1. If a Holiday shall fall during an employee's vacation, such day shall not be charged against the employee's vacation time.

2. Holidays falling within a period of paid absence will entitle the employee to pay for such Holiday. Periods of paid absence are: sick leave, vacation leave, compensatory time off and personal time.

3. Holidays falling during an unpaid leave of absence will not be credited or paid.

4. In order to qualify to receive holiday pay, an employee must work and register for work on the working day before a Holiday and at the designated starting time on the working day after a Holiday. The only exceptions thereto shall be for an employee who is on authorized paid leave or who is conducting official agency business with the express prior approval of his/her supervisor/administrator.

5. Full-time employees who, upon the written directions of the Director, work on a Holiday shall be entitled to be paid at the rate of time and one-half (1 1/2) for such hours worked on such Holiday.

6. Part-time employees who, upon the written directions of the Director, work on a Holiday shall be entitled to be paid at their straight time rate for such hours worked on such Holiday.

7. Seasonal, summer and per diem employees shall not be entitled to Holiday pay.

ARTICLE 7
SICK LEAVE

A. Sick leave may be granted for:

1. Personal illness by reason of which the employee is unable to perform his or her usual duties.

2. Serious illness of a member of the employee's immediate family or household, as such family and household are defined under Bereavement Leave, which illness requires the attention and care of the employee. The sick leave granted under these circumstances shall in no event exceed five (5) working days. Thereafter, such employee must use vacation leave and/or personal leave or must apply for family leave (Article 12.D.).

B. An employee requesting sick leave shall call, within fifteen (15) minutes after the employee's start time, his/her supervisor directly or leave his/her supervisor a voicemail as to his/her absence.

C. Commencing March 1, 2010 and expiring February 28, 2011, an employee may use up to two (2) days of sick leave in hourly increments for pre-scheduled treatment(s) and/or physician/hospital appointments. Subject to the approval of the Director, which approval shall not be unreasonably withheld or delayed, an employee may use an additional three (3) days of sick leave for such purpose during the subject period. Provided, in the judgment of the Director, there has been no adverse affect on the functioning of the Board, the use of sick leave as provided herein may be extended through the end of the Term.

D. Agency procedure for earning and accumulating sick leave shall be as follows:

1. Each employee shall earn one (1) working day for each full month of service during the remaining months of the first calendar year of employment.

2. After the first calendar year, permanent employees shall earn and accumulate sick leave at the rate of one and one-quarter (1 1/4) working days per month for each calendar year of employment.

3. After the first calendar year, provisional employees shall earn and accumulate sick leave at the rate of one (1) working day per month for each calendar year of employment.

4. An employee shall work a majority of the working days of a calendar month in order to earn and accumulate sick leave time at the applicable rate. Such earned sick leave may be utilized by the employee even though it may not be reflected on the employee's pay check.

5. Part-time employees are eligible for sick leave, provided, however, the number of days earned shall be proportionate to the sick leave earned by a full-time employee and the number of standard hours worked in each pay period.

6. Summer, seasonal and per diem employees shall not be eligible for sick leave.

7. Accumulated sick leave shall be forfeited by an employee upon such employee's separation (including deferred retirement) from employment with the Board, except if such separation is for the purpose of retirement as set forth in Article 19-I below.

8. Any employee using a sick leave day on the working day prior or subsequent to a holiday shall provide medical evidence justifying the absence acceptable to the Board.

9. Any provisional employee who, by reason of illness, shall be off the payroll for one (1) complete pay period, shall be deemed automatically terminated from employment and must request rehiring in the normal required manner (unless said employee is on an approved leave of absence).

10. Sick leave time must be earned prior to its use. Should an employee use none or only a portion of his/her earned sick leave time for any year, the amount not taken accumulates to his/her credit from year to year during his/her employment.

11. An employee, who has been absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit medical evidence reasonably acceptable to the Board for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

12. The cause for an employee's absence must be reported daily, unless the employee provides an explanation reasonably acceptable to the Board reflecting the additional days. Any employee requiring or using sick leave time of five (5) or more consecutive working days shall submit to the Board a doctor's certificate with a diagnosis, prognosis and expected date of return; at the employee's option, such certificate may be submitted to his/her immediate supervisor, department assistant administrative supervisor, department administrative supervisor, deputy director or Director. The Director retains the right in sick leave cases less than five (5) days to conduct an inquiry into the sick leave request, and/or require a doctor's certificate, and/or require an examination by a doctor chosen by the agency.

13. Doctor's notes and medial certificates shall be kept confidential pursuant to applicable law.

14. Abuse of sick leave may subject the employee to disciplinary action. Abuse of sick leave shall be defined as: patterned absenteeism, excessive absenteeism (which shall be defined as any sick leave time taken in excess of the number of paid days allowed by

annual allotment or the use of sick leave without basis) and may include absence before or after any leave day (paid or unpaid) or any Holiday.

ARTICLE 8 UNSCHEDULED ABSENCES

If for any reason an employee is unable to report for duty, he/she must notify his/her supervisor, and if that supervisor is not available, the designated cover supervisor, department assistant administrative supervisor, department administrative supervisor or person designated by the Director, as soon as possible and within fifteen (15) minutes after the scheduled starting time. Irregular or poor attendance, may result in disciplinary action. An employee absent from work without notification for five (5) consecutive working days shall be considered to have resigned from his/her position. Such resignation shall be considered to be not in good standing.

ARTICLE 9 WORKER'S COMPENSATION LEAVE

Subject to the approval of the Board, an employee of the Board who is disabled through injury or illness arising out of, or in the course of the employment (as defined and determined by N.J.S.A. 34:15-1 et seq., New Jersey Workers' Compensation Act), and who is unable to report 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 the 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 agency any workers' compensation award made for temporary disability because of the same injury or illness requiring such leave.

For a period of sixty (60) calendar days following the date of injury or illness requiring Workers' Compensation leave, if an employee elects not to use sick leave, or sick leave is insufficient to cover the sixty (60) day period, an employee who is disabled as defined above shall be eligible for Workers' Compensation Leave. Workers' Compensation Leave shall be without pay but shall allow the employee full use of the workers' compensation insurance carrier and shall be payable directly to the employee by the carrier.

After the sixty (60) calendar day period has expired, an approved employee who remains disabled, as defined above, shall begin to receive the full salary to which such employee would be otherwise entitled, with no reduction in accumulated sick leave. Full wage benefits paid by the Board pursuant to 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 Board.

For all leave granted under this Article 9, the Board may require that the employee be examined by a physician designated by the Board to determine the nature, cause and extent of the injury or illness. The cost of such examination shall be paid by the Board. Failure of the employee to submit to such examination shall disqualify such employee from further benefits under this Article and subsequent absences shall be deemed unexcused.

Any employee who has been rejected for this leave by the Board may reapply to the Board upon submission of further independent medical verification. Any employee who has been granted leave shall continue to accrue all time, leave benefits and health benefits during the duration of approved leave.

ARTICLE 10
JURY DUTY

A leave of absence shall be granted to any employee called for jury duty, provided proper notification has been given to the Director or his designee. This leave of absence shall not be charged against employee's vacation or sick leave privileges. For the time served on Jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Board.

ARTICLE 11
BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave with pay to attend or make arrangements for the funeral of a member of their immediate family. No more than five (5) days leave with pay per occurrence may be utilized for the death of a spouse, child or parent; no more than three (3) days leave with pay per occurrence may be utilized for the death of other members of the immediate family, as defined below. Sick leave may be used in addition to bereavement leave in the event that additional days are needed during the calendar year in accordance with Civil Service Regulations. Immediate family is defined as and is limited to brother(s), sister(s), mother-in-law, father-in-law, brother(s)-in-law, sister(s)-in-law, son(s)-in-law, daughter(s)-in-law, grandparents, grandchildren, step-parent or any other relative residing in the employee's household.

ARTICLE 12
LEAVE OF ABSENCE

A. Leave without pay. A permanent employee may, for reasons satisfactory to the Board (in its reasonable discretion) and the 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. In making such a determination, the Board shall not grant a personal leave of absence unless it is considered to be in the best interests of the Board. An additional period not to exceed a six (6) month leave may be granted by the Board in its reasonable discretion and further provided it is in the best interests of the Board, upon reapplication by the employee. A leave of absence for provisional employees shall be governed by the aforementioned but limited to a sixty (60) day period without pay and without service credit for time absent, provided the same is in the best interests of the Board.

1. 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. A violation of this prohibition may be grounds for disciplinary action.

2. Personal leaves of absence are granted with the understanding that the employee intends to return to his/her Board duties. If an employee fails to return within five (5) consecutive working days after the expiration of the leave or excused absence without notification and approval by the Board or Director, the employee may be considered to have resigned not in good standing.

3. Employees on leave without pay for more than two (2) weeks in any month will not accrue sick and vacation time.

4. An employee on an approved leave without pay for a period of more than one month shall have the option of continuing health benefits at his or her own expense, under the group rate for the succeeding nine (9) months at which time all group benefits shall cease.

5. Denial by the Board of any request for leave of absence by an employee, for whatsoever reason, shall not be the subject of a grievance.

B. Pregnancy Disability. Pregnancy disability shall be extended by the Board upon request and pursuant to the same conditions and standards governing the extension of Article 7, Sick Leave.

C. Military Training Leave. Military training leave shall be granted by the Board and in accordance with Civil Service regulations. Deference and consideration shall be given to all employees in the military service of the United States.

D. Family Leave. Employee may be entitled to family leave under the federal Family and Medical Leave Act (FMLA), and/or under the state Family Leave Act (N.J.S.A. 34:11B-1, et seq.) and administrative regulations promulgated thereunder. The language of each law as it pertains to this agency shall be deemed a part of this contract. Under the law and regulations, eligible employees must submit in advance a written request to the Director for such a family leave. Family leave granted to any employee shall be without pay.

ARTICLE 13 EDUCATIONAL LEAVE

A. Educational leave and any other educational benefits that may be made available by the Board shall be at the sole discretion of the Board. In considering any request for educational leave and/or benefits, the Board shall consider the potential benefits of the education sought by the employee towards the ability of the employee to fulfill their employment duties and the furthering of the mission of the Board.

B. There shall be established an Education Committee which shall consist of two (2) employee representatives appointed by the Union and two (2) management representatives appointed by the Director. The Board's training supervisor designated by the Director shall be an additional member and shall chair the Committee. The Education Committee shall make recommendations to the Board regarding the conditions and eligibility guidelines for the granting of any educational benefits for members of the Bargaining Unit.

C. The Education Committee shall meet on a regular basis as needed to review all pending applications for educational leave or benefits received. No meeting shall be required if there are no pending applications.

ARTICLE 14
HEALTH BENEFITS

A. Eligibility. To be eligible for health benefits, an employee must work full-time; or an employee hired after July 1, 1997 must work a minimum of twenty-six (26) hours per week; or an employee employed by the Agency on June 30, 1997 whose work hours are voluntarily or involuntarily reduced, subject to Board approval, must work a minimum of twenty(20) hours per week.

B. Medical. Except as provided herein, premiums for the current State Health Benefits Program are provided for and paid for by the employer. Effective July 1, 2009, the Board shall provide coverage through the New Jersey State Health Benefits Program (the "NJSHBP") . All premiums for such medical coverage shall be paid by the Board, provided however, all members of the Bargaining Unit hired on or after January 1, 2010 shall contribute one (1%) percent of the salaries towards the cost of health premiums. The Board may change from NJSHBP as the insurance provider to achieve a cost savings, provided the coverage by any substitute provider shall be substantially similar in all material respects to the coverage provided by NJSHBP.

C. Prescription Plan. The Board shall provide a prescription drug plan (which may be the current plan) and shall pay the full premium for each eligible employee and his/her family. The plan shall be underwritten by any company approved by the New Jersey Commissioner of Insurance for such plans and the Board may change carriers, at any time, to achieve cost savings provided the coverage by any substitute provider shall be substantially similar in all material respects to the coverage presently provided (with a \$10.00 deductible per transaction) . Provisions of the prescription plan shall be detailed in master policies and contracts retained by the Board.

D. Dental Plan. The Board shall provide a Dental Plan known and designated as the Delta Plan as provided by the present health benefits carrier. The Board will agree to provide \$2,000.00 of coverage and, effective January 1, 2004, an increase to \$1,200.00 lifetime maximum per patient for eligible dependent children for qualified orthodontic services under the Delta Plan as defined in the Master Policy and shall pay one-hundred percent (100%) of the full premium for each enrolled eligible employee and for his/her family. The plan shall be approved by the New Jersey State Health Benefits Commissioner. The provisions of the Dental Plan shall be detailed in the master policies and contracts retained by the Board.

E. Vision Care. The Board shall provide a Vision Care Program for all eligible employees, including spouse and dependents as covered under the State Health Benefits Program. Each covered employee shall be eligible to receive reimbursement for vision care services every year. Such reimbursement is limited to a total of \$450.00 per year per employee. The date of service on the bill shall determine when a service was performed. The payment shall

be limited to one (1) per rolling calendar year, based upon the date of service. Once a payment has been received an employee shall not be eligible for another reimbursement payment until one (1) calendar year has elapsed; related services which take place within two (2) months of the first service eligible for reimbursement shall be considered one (1) transaction and the rolling calendar year will relate back to the date of first service. Employees may receive this benefit by obtaining a receipted bill from the optician, optometrist or ophthalmologist which clearly indicates the full name of the recipient of the glasses, the date(s) of service, the type of lens or examination and the dollar amount. This receipt shall then be given or sent to the Director or to the person designated by the Director for this purpose at the Agency. Reimbursement will be by check on supplemental pay days pursuant to submission of Official Administrative Voucher with required documentation attached. An employee, spouse and dependents shall be treated as a single unit. All requirements and restrictions apply to the unit, including the single payment, the rolling calendar year and time frames.

F. Each eligible employee will become eligible for the above health benefits plans described in this article on the first day of the month following the completion of sixty (60) days of service with the Board.

G. Disability Plan. The Board agrees to become a covered employer under the Temporary Disability Benefits Law in accordance with Public Law 1980, Chapter 18, (N.J.S.A. 43:21-25 et seq.). The implementation of this disability plan shall be on a co-pay basis and shall be administered in strict accordance with the statutory mandate cited above.

H. Retirement Benefits.

1. Pursuant to N.J.S.A. 52:14-17.38 and N.J.S.A. 40A:10-23, the Board shall pay the premium of periodic charges for the medical benefits provided to a retired employee and the employee's dependents covered under the program, if the employee retired from the Board after twenty-five (25) years or more of service credit in a New Jersey State administered retirement system and a period of service with the Board at the time of retirement, excepting an employee who elected deferred retirement; the Board shall also reimburse the retired employee for the employee's premium charges under Part B of Medicare covering the retired employee and the employee's spouse, as provided by State law. These benefits shall be limited to employees who entered the pension system on or after July 1, 1964. The Board shall pay the premium or periodic charges for the benefits provided to the surviving spouse and dependents of such an eligible retired employee, and shall also reimburse the premium charges under Part B of Medicare for such surviving spouse. Eligibility and enrollment shall be in accordance with the rules and regulations as may be modified and adopted and modified, from time to time, by the State of New Jersey.

2. (a) Any employee who retires from the Board with twenty-five (25) years or more of credit in the state administered retirement system and has a period of service of twenty-five (25) years or more with the Board, excluding any employee who elected deferred retirement, shall continue to receive dental insurance coverage. The Board agrees to pay the premium or periodic charges for dental insurance coverage. The Board agrees to pay the premium or periodic charges for dental insurance coverage for such eligible retired employees

and the employees' dependents, including spouse, and including surviving spouse and dependents of such an employee.

(b) Such dental insurance coverage for eligible retirees and their dependents, including spouse and survivors, shall be the same as provided for its active employees in the Bargaining Unit, as far as practicable and subject to any insurance company limitations or restrictions.

3. (a) Any employee who retires from the Board with twenty-five (25) years or more of credit in the state administered retirement system and has a period of service of twenty-five (25) years or more with the Board, excluding any employee who elected deferred retirement, shall continue to receive certain vision care reimbursement.

(b) The provision for vision care reimbursement shall not include dependents and spouses, and shall be in the same amount and subject to the same conditions as provided to active bargaining unit employees.

ARTICLE 15 LIFE INSURANCE

Employees enrolled in the Public Employees Retirement System shall be entitled to life insurance in accordance with the rules and regulations of the Public Employees Retirement System.

ARTICLE 16 SALARY, WAGES AND OTHER COMPENSATION

A. 1. Effective July 1, 2009, all employees shall have a salary adjustment step-to-step which shall provide a 2.75% salary increase over the salary schedule in effect as of June 30, 2009 rounded to the nearest dollar. Retroactive pay shall only be given to any employee on the Board's payroll as of the date of the effective date of this Agreement.

2. Effective January 1, 2010, all employees shall have a salary adjustment step-to-step which shall provide a 1% salary increase over the salary schedule in effect as of December 31, 2009 rounded to the nearest dollar. Retroactive pay shall only be given to any employee on the Board's payroll as of the date of the effective date of this Agreement.

3. Effective July 1, 2010, all employees shall have a salary adjustment step-to-step which will provide a 2.5% salary increase over the salary schedule in effect as of June 30, 2010 rounded to the nearest dollar.

4. Effective July 1, 2011 all employees shall have a salary adjustment step-to-step which will provide a 2,5% salary increase over the salary schedule in effect as of June 30, 2011 rounded to the nearest dollar.

5. (i) The salary range for the Human Services Specialist 1 title will be Range 14.

(ii) A full-time Human Services Specialist 1 will be promoted to Human Services Specialist 2 one (1) year from the date he/she becomes permanent as a Human Services Specialist 1 provided his/her performance is satisfactory in the judgment of the Board, subject to the grievance rights of the member of the Bargaining Unit.

(iii) A part-time Human Services Specialist 1 will be given priority and consideration for available full-time employment as a Human Services Specialist 1 based upon and subject to his/her performance evaluation, subject to the approval of the Director.

6. The salary schedules pursuant to the above adjustment shall be appended to this contract as Appendix A and shall form a part of this contract.

B. ANNIVERSARY DATES

1. All employees covered by this Agreement shall have annual anniversary date based on date of hire. Anniversary dates shall be on a quarterly basis. Employees shall be assigned an anniversary date of January 1, April 1, July 1 and October 1, as follows:

(a) Employees hired on January 2nd through April 1st shall be assigned an anniversary date of April 1st of the following year.

(b) Employees hired on April 2nd through July 1st shall be assigned an anniversary date of July 1st of the following year.

(c) Employees hired on July 2nd through October 1st shall be assigned an anniversary date of October 1st of the following year.

(d) Employees hired on October 2nd through December 1st shall be assigned an anniversary date of January 1st of the second year following date of hire.

2. In those situations where the employee is promoted or reclassified and his salary adjustment equals two (2) or more increments in the old range, a new anniversary date shall be assigned to the employee on the effective date of such salary increase in the same manner as indicated above for newly hired employees.

3. An employee who is on leave of absence without pay for a period of time equaling or exceeding three (3) months shall have his/her anniversary date reassigned on a quarter-to-quarter basis commensurate with the amount of time comprising the leave of absence.

C. Notwithstanding anything to the contrary contained herein, the Board reserves the right to withhold a merit increment to any employee covered by this agreement for poor performance by said employee. The Board shall have an annual written performance evaluation completed by the appropriate supervisory personnel for each employee covered by this agreement.

ARTICLE 17
LONGEVITY

A. No employee hired after September 30, 1996 shall be eligible for any longevity payment.

B. Payments shall be made to employees with unbroken, continuous, long-term service to the Board as follows:

1. Employees completing 168 months (14 years) through 227 months of service shall receive \$1,900.00.

2. Employees completing 228 months (19 years) or more of service shall receive \$2,200.00.

4. Employees who qualify for longevity according to the above schedule and have been at maximum (9th Step) of their present range for at least one (1) year shall receive \$1,600.00 in addition to the amount received under the above schedule. This additional longevity payment shall continue if an employee changes ranges for any reason, including promotion, change of title, range change, etc.

C. Longevity payments shall be made according to the following schedule:

1. All longevity payments will begin to be earned on the first of the month following the month in which an employee qualifies for such payment.

2. Longevity payments shall be added to the yearly salary and paid on a pro rata basis in each bi-weekly pay check.

ARTICLE 18
VACATIONS

A. Full-time Employees shall be entitled to paid vacation leave (taken on working days) determined as follows:

1. One (1) vacation day for each full month of employment during the first year of full-time employment.

2. Fourteen (14) vacation days per year during years two (2) through five (5) of full-time employment.

3. Seventeen (17) vacation days per year during years six (6) through twelve (12) of full-time employment.

4. Twenty-two (22) vacation days per year during years thirteen (13) through sixteen (16) of full-time employment.

5. Twenty-three (23) vacation days per year during years seventeen (17) through twenty (20) of full-time employment.

6. Twenty-five (25) vacation days per year commencing the twenty-first (21st) year of full-time employment.

B. Employment includes all temporary and/or provisional continuous employment immediately prior to permanent appointment with the Board or other county office provided there is no break in employment of more than one (1) week. Any increase in vacation days based on years of continuous County employment shall be credited at the beginning of the calendar year in which the employee attains it with the anticipation that such employment will be continuous throughout the calendar year. All employees shall be subject to this vacation schedule.

C. Part-time Employees shall earn vacation leave on a prorated basis in accordance with the schedule set forth above.

D. Seasonal and Per Diem Employees shall not be entitled to vacation leave.

E. Employees resigning or retiring shall be entitled to vacation leave prorated on the basis of current annual allowance divided by 12, multiplied by the number of full months of employment completed within the year such employee resigned or retired.

F. Accumulation of Vacation. Any employee who shall elect not to use all or any part of their vacation leave shall be entitled to accumulate same (but not to exceed the vacation days accrued during the subject year) and carryover such accumulated vacation days to the next succeeding calendar year only. In no event may any employee carry over more than the maximum entitled vacation days into the next calendar year.

G. Vacation for Veterans. A retiring veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided the latter can be taken during the year of return.

H. Deceased Employees. Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, personal leave and compensatory time, within the limits set forth within Section F above, based on the last approved compensation rate for the deceased employee.

I. Use of Vacation. All vacation leave shall be considered and shall have the same **effect as any working day including the night.**

ARTICLE 19 GENERAL INFORMATION

A. In the event of the termination of employment prior to the repayment of advanced vacation or personal leave, the necessary salary adjustment shall be made on the employee's

final paycheck. Additionally, all property, equipment and manuals belonging to the Board shall be returned by any employee prior to the termination. The appropriate cost of any such property, equipment or manuals will be deducted from the final paycheck of any such employee for the failure to return any said property. If the final paycheck is insufficient to satisfy any repayment or payment, such amount which remains due and owing will be a debt due to the Board and shall be promptly paid by the employee.

B. An employee shall give the Board not less than two (2) weeks' notice of such employee's intent to retire or resign. Provided such notice has been given, the resigning/retiring employee shall be entitled to be paid for all accumulated but unused vacation pursuant to Article 18(A) and (F) above. Notice pursuant to this Article 19(B) shall be given by personal delivery or certified mail to the Human Resources Department with a copy to the Board. The two (2) weeks' notice requirement may be waived for good cause by the Board, in the Board's sole judgment, which determination shall not be the subject of a grievance procedure.

C. In the event an employee should die while employed, the Estate shall be entitled to a payment on account of all accrued but unused vacation accumulated pursuant to Article 18(A) and (F) above.

D. The Board shall use reasonable efforts to accommodate individual choices of all departmental employees with respect to the scheduling of vacation days. When there is conflict in the dates of proposed vacation schedules, preference, within reason, shall be given to the employee with seniority. All requests for vacation leave must be approved by the employee's Supervisor or Administrator within ten (10) business days of the submission of the written request. The Director may require that vacations be scheduled to accommodate the business requirements of the Board.

E. Other than during working hours of the Union Representatives, the Union shall have the right to distribute, through the employee's mail boxes and/or desks, all material dealing with the proper and legitimate business of the Union.

F. The Union shall not conduct or hold any meeting on or within the offices of the Board without prior consent of the Director, which consent shall not be unreasonably withheld or conditioned.

G. Neither the Union nor any employee represented by the Union, will engage in, or support any strike, work stoppage, slowdown, or other job actions.

H. The Union shall not conduct any activity on or within the Board's office during business hours, without the prior consent of the Director.

I. Payment of accumulated sick leave, upon retirement, shall be as follows:

1. Employees, upon retirement, (Service Retirement, Accidental Disability Retirement, or Ordinary Disability Retirement), who are covered by the Public Employee's Retirement System, or those employees who are not covered by the Public Employee's

Retirement System who are age 60 or older with ten (10) years service with this agency retiring after July 1, 1985, shall be granted a lump sum payment in accordance with the following:

One-half (1/2) of the employee's earned and unused accumulated sick leave days multiplied by the daily rate of pay based upon the average base daily pay received during the twelve-month period immediately prior to the effective date of retirement, provide, however, that no such lump sum payment shall exceed the sum of \$15,000.00.

2. Part-time employees who are covered by the Public Employees' Retirement System are eligible for this benefit providing they work the minimum hours per week as required by law.

J. The Union shall be permitted to meet with and talk to new employees of the Board who are within the Bargaining Unit, at the offices of the Board during the training period of such employees. These meetings may be conducted during office hours, provided, however no such meeting shall exceed one (1) hour in duration.

K. The Union shall be permitted the use of two (2) locked bulletin boards in the employee lunchrooms, which shall be provided by the Union at no cost to the Board. Said bulletin boards shall be the appropriate and exclusive locations for the posting of union business. The Union shall be permitted the use of an additional locked bulletin board if, in the future, the Board shall open an additional office at a separate location, to be provided by the Union at no cost to the Board. Any content posted on the bulletin boards deemed offensive to a reasonable person shall be removed within 10 minutes, upon notification by the Director or the Director's designee to the Union President, vice-president, treasurer and/or secretary.

L. The Union shall be permitted to provide a reasonable number of file cabinets for its own use for the exclusive storage for Union business materials. The location of these file cabinets shall be at the mutual agreement of the Union and the Director. Management can request these file cabinets to be relocated to keep in conformance with personnel changes or general reorganization.

M. Upon twenty-four (24) hours notice, an employee may have reasonable access to his personnel file once each calendar year. Additional review shall be granted if the employee has a grievance or disciplinary matter pending. Requests for copies of material in the personnel file shall be promptly complied with. The first three (3) documents shall be without cost to the employee if the request is reasonable. Nothing of an anonymous nature shall be placed in an employee's file. Each employee shall receive a copy of any material to be placed in his or her file and each employee has the right to respond to any material placed in his or her file and that response will be maintained in the personnel file. Nothing contained herein shall be construed so as to limit any right any employee may have under law. In the event of any conflict between the provisions of this Paragraph and the rights conveyed by rule, regulation or statute, the employee shall have the more expansive right.

N. At the Director's discretion, a reasonable amount of time may be allowed for tardiness because of inclement weather or adverse traffic conditions. Permission for an

employee's use of personal time shall not be unreasonably withheld. This shall not abridge any management right to deduct a full day for an employee's absence on a day in which the office opens later than usual or closes earlier than usual. Any determination made under this paragraph shall not be the subject of any grievance.

O. The Union president shall be allowed one (1) hour leave time, with pay, each Monday, Wednesday and Friday for the last hour of the president's work day to conduct Union business. The Union vice president shall be allowed one (1) hour leave time, with pay, each Tuesday and Thursday for the last hour of the vice-president's work day to conduct Union business. These meetings shall occur at a location acceptable to the Board and to the Union. Employees wishing to meet with the Union president or vice president shall be permitted to leave their work station only with the permission of their Supervisor, which permission shall not be unreasonably withheld.

P. If the Board, by the action of the New Jersey Legislature, is dissolved as an ongoing entity, the Board shall use reasonable efforts to place current employees in other comparable positions within the county or other state positions and/or to obtain employment for current employees with any private sector employer.

Q. The number of part-time members of the Bargaining Unit shall not exceed twenty (20%) percent of the total membership of the Bargaining Unit.

ARTICLE 20
LEAVE FOR ATTENDANCE AT
UNION CONFERENCES AND CONVENTIONS

A. Union delegates will be afforded leave with pay and without pay to attend such conferences, conventions or meetings as may be established by the international union and/or its constituent parts.

B. The Union shall provide to the Board ten (10) business days prior written notice of the authorization of delegates to utilize such leave for pre-scheduled conferences, conventions and/or meetings. The Director shall respond to the Union's request within five (5) business days. In the event of any meeting scheduled in such a manner that it is not possible to provide ten (10) business days prior notice, the Union shall provide such notice as may be reasonable and practicable under the circumstances. The Director shall respond to the request as soon as may be reasonable and practicable taking into consideration the scheduled date of the meeting and any such response shall be reasonable under the circumstances

C. Leave shall be granted to not more than two (2) delegates at any one time and subject to the following:

(i) The delegates are authorized to attend by the appropriate officer of the Union; and,

(ii) The delegates shall have received written permission of the Director before leave may be utilized. Leave time for all delegates in the aggregate shall be limited to an annual aggregate total of thirty-seven (37) days, twenty-seven (27) of which shall be with pay and ten (10) of which shall be without pay, no more than fifteen (15) of which may be utilized by any individual in any one (1) year. Notwithstanding the above, no more than four (4) union members will be authorized to attend the Union National Convention.,

D. Unused leave shall not be accumulated and shall not carryover from one year to the next.

ARTICLE 21 TRANSPORTATION & REIMBURSEMENT

A. All employees attending special seminars and/or conferences approved by the Board shall receive a transportation and meal allowance in addition to their regular full-time pay for the period of the approved seminars and conferences. Meal allowances where appropriate shall be paid to employees while attending special seminars or conferences along the following guidelines:

1. For those conferences or seminars requiring an overnight stay, the employee shall be reimbursed as follows:

- a. Ten Dollars (\$10.00) for breakfast;
- b. Fifteen Dollars (\$15.00) for lunch; and,
- c. Twenty-Five Dollars (\$25.00) for dinner.

2. Employees attending an official conference or seminar at a location ten (10) or more miles from the Board's office, shall be reimbursed as follows:

- a. Ten Dollars (\$10.00) for lunch; and,
- b. Twenty Dollars (\$20.00) for dinner.

B. Employees authorized to use their own cars for agency business shall be compensated, at the Internal Revenue Service rate as of January 1 for each calendar year, per mile. Mileage vouchers shall be submitted no later than five (5) business days of the month immediately following the date(s) on which the employee used his/her vehicle. Provided that mileage vouchers are timely submitted, every effort will be made by the Board to reimburse the employees on a timely basis which will not be later than the tenth business day following the submission of the mileage voucher.

C. Each employee who is authorized by the Board and routinely required to utilize his/her automobile in furtherance of such employee's duties, shall receive, in addition to the above mentioned expenses, an allowance of \$20.00 per month towards the cost of such employee's automobile insurance while such insurance is in force. Each such employee shall present to the Board a proper certificate of insurance carried by such employee, indicating coverage in the minimum amount of \$100,000.00/\$300,000.00 and \$25,000.00 property damage.

This certificate of insurance shall consist of the "face sheet" of the policy showing the name and address of the insured, the automobile(s) covered, the amounts of insurance, the term of insurance, etc. This insurance coverage shall be mandated of each and every employee who is authorized and routinely required to utilize such employee's automobile on Board business.

D. No employee shall use their own car if a Board owned car is available. No employee shall use their own car without the authorization of such employee's direct supervisor or, if such supervisor is unavailable, the appropriate administrator. Any employee utilizing a car owned by the Board shall abide by all rules adopted by the Board and shall return the car to the Board's offices at the end of the business day.

ARTICLE 22 SENIORITY AND PROMOTIONS

A. Seniority, as it relates to promotions shall be defined as continuous employment in the job title with the Board. In all other instances, seniority shall be defined as continuous employment with the Board.

B. Seniority shall be the determining factor in all promotions within the agency if all other qualifications are substantially equal. All promotions are subject to rules and regulations of the Department of Civil Service.

ARTICLE 23 GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the grievance procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, and to insure that every employee is given a fair and open hearing process consistent with the principles of due process and fundamental fairness.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

B. Definitions

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or,

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Board, which shall be processed up to and including the Board, and shall hereinafter be referred to as a "non-contractual grievance."

C. Grievance Procedure

1. There shall be no loss of pay for the time spent in presenting the grievance by the grievant, one union representative, one note taker and any relevant witnesses who are employees of the Board, throughout the grievance procedure.

2. Disciplinary actions against an employee shall be stayed until the Director and, if applicable, the Board has acted upon the grievance. Copies of all documents and evidence used to impose disciplinary action will be provided to the Union upon request and without cost.

3. If the Director shall fail to respond in a timely manner to any grievance, the grievance shall advance to the Board without the necessity for any written determination.

D. All grievances shall be resolved in the following manner:

1. Step 1

(a) The grievant or the Union on behalf of the grievant, shall institute a grievance by delivering to the Director a written statement setting forth the nature and basis of the grievance. The grievance shall be filed within fifteen (15) business days of the date on which the act or omission occurred which gave rise to the grievance. This period may be waived or extended based upon good cause, in the discretion of the Director. A hearing on the grievance shall be heard by the Director or the Director's designee (the "Hearing Officer") within ten (10) business days of the filing of the grievance. The grievant may be represented by a Union Steward or Officer of the Union, who may be an employee of the Board.

The grievant may be represented by a Union Steward or Officer of the Union, who may be an employee of the Board. The Union shall also be permitted to have a representative present to take notes during the proceeding at no loss of pay; such person must remain silent, and may not speak or interrupt or participate in the hearing in any manner unless permitted to do so by the Hearing Officer.

The Hearing Officer shall render a decision, in writing, within ten (10) business days after the hearing.

2. Step 2

(a) In the event the grievant does not accept the Hearing Officer's decision, the grievant or the Union on behalf of the grievant, may, within five (5) business days of receipt of the Hearing Officer's decision, submit an appeal in writing to the Board. The appeal shall set forth the issues to be presented to the Board and the basis for the appeal. In the event

the grievant or the Union files the grievance with the Board at least ten (10) business days prior to any scheduled Board meeting, the matter shall be placed on the agenda for the next Board meeting, at which time the Board shall conduct a hearing or schedule the hearing in an expeditious manner. The Board hearing will be considered a *de novo* review. All Board hearings shall be conducted in a fair manner consistent with the due process rights of the grievant and the Board shall consider all evidence presented. The Board will render its decision no later than the meeting following the conclusion of the hearing. The Board's decision shall be memorialized by resolution setting forth findings of fact and conclusions of law adopted at the next scheduled meeting of the Board following the date of decision.

(b) At the hearing before the Board, the grievant may only be represented by an Officer of the Union and/or the International Union Representative or an attorney.

3. Step 3

(a) Any unresolved contractual grievance except matters involving appointment, promotion or assignment or matters within the exclusive province of the Civil Service Commission, or the Department of Civil Rights, may be appealed to arbitration, and only by the Union. The Union must file the request for arbitration within twenty (20) business days after the receipt of the Board's decision. No arbitration hearing may be scheduled until thirty (30) days have expired from the date of receipt of the request filed by the Union.

(b) Nothing in this agreement shall be construed as compelling the Union to submit the grievance to arbitration or to represent an employee before any agency, department or in any judicial proceeding. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) In any matter which the grievant seeks to adjudicate his/her complaint before the Civil Service Commission, Department of Civil Rights, or before any other agency or body constituted to afford the grievant a remedy, or before any court of competent jurisdiction, then that forum shall be the exclusive jurisdiction before which the grievant may seek a remedy and any pending matter before the arbitrator shall be dismissed. An election of remedy by any grievant of a process other than this grievance procedure shall be deemed an absolute waiver of this procedure. This waiver shall be final and binding upon all parties.

(d) The arbitrator shall be selected by the parties from the panel of arbitrators maintained by the American Arbitration Association ("AAA") or the Public Employment Relations Commission ("PERC"), in accordance with their selection process.

(e) The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

(f) The decision or award of the arbitrator shall be final and binding on the welfare board, the Union and the grievant to the extent permitted by and in accordance with applicable law and this agreement.

(g) The arbitrator may prescribe an appropriate back pay remedy when a violation of this agreement is found, provided such remedy is permitted by law and is consistent with the terms of this agreement, except that no award shall exceed the board's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this agreement.

(h) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement and shall confine his/her decision solely to the interpretation and application of this agreement. The arbitrator shall confine his/her determination to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted, nor shall he/she submit observations or declarations or opinions which are not essential in reaching the determination.

(i) The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid the party incurring the same.

(j) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

(k) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after a selection is made and the arbitrator shall issue a decision within thirty (30) days after the close of the hearing.

ARTICLE 24 RIGHTS OF MANAGEMENT

A. Nothing in this contract shall abrogate the management rights of the Board, the Director and its administrators. The Board retains the exclusive right to hire, direct and schedule employees to plan, direct and control operations; to discontinue, reorganize or combine with any subsequent reduction or other changes in the working force observing demotional rights established by Civil Service procedures; to hire and lay off employees in accordance with Civil Service procedures; to hire and lay off employees in accordance with Civil Service procedures; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions or management, including the establishment of reasonable work and employee guidelines, rules and agreements, so that the Administration can effectuate its policy of effectively and efficiently delivering services to the clients of the Board, recognizing that these clients are the citizens of Bergen County most in need. Further, no management prerogative reserved solely to the discretion of the Board by the terms of this agreement shall be made the subject of a grievance.

B. The Director may discipline employees up to and including termination only for sufficient cause which shall include but not be limited to misconduct or negligence. The imposition of discipline shall be progressive in nature, corrective in intent and consistent with the principles of due process as may be appropriate under the circumstances. The Director shall immediately notify the employee, the local Union officer and the Department of Civil Service of the penalty and reason for same.

C. The purpose of the grievance procedure is to enable the Administration to enforce reasonable work and employee guidelines, rules and agreements, including the terms of this Collective Bargaining Agreement, so that the Administration can effectuate its policy of effectively and efficiently delivering services to the clients of the Board, recognizing that these clients are the citizens of Bergen County most in need.

ARTICLE 25
DUES AND REPRESENTATION FEE CHECK OFF

A. The Board agrees to deduct the amount of monthly union dues from the paychecks of each employee who furnishes a written authorization for such deduction to the Board. Dues shall be seven-eighths (7/8ths) of two (2) hours of pay per month, for full-time employees and similarly prorated for part-time employees. Dues shall be computed on the basis of the standard hourly rate. Other amounts may be deducted, as so certified to the Board by the Union, at least thirty (30) days prior to the date on which the deduction of union dues is to be made. Deductions of union dues shall be remitted by the employer to the Union at the end of the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.

B. The Board agrees to deduct an agency representation fee in accordance with Public Law 1979, Chapter 477, (N.J.S.A. 34:13(a)-5.5 et seq.) from the salary of those persons whose positions are included in the bargaining unit but who are not members of the union local. This deduction shall be computed based on the amount as certified to the Board by the Union, but shall not exceed eighty-five percent (85%) of the normal union dues computed on an individual basis using the formula in paragraph 1 of this Article. The parties further understand and agree that no union dues or representation fee will be deducted from any employee whose title is defined in the agreement as a confidential employee. Any such deduction or change in deduction shall take place within thirty (30) days of certification or notification to the Board by the Union.

C. The Union shall indemnify and hold harmless, , the Board from any cause of action, suit or claim concerning the deduction of union dues and representation fee from the pay of any employee of the Board.

ARTICLE 26
CREDIT UNION CHECKOFF

The Board agrees to deduct from the compensation of any employee of this agency an amount as requested by the employee for transmittal of those funds to the South Bergen Federal Credit Union subject to the following conditions:

A. All requests for transmission of payments by the Board on behalf of any employee must be in writing on a form provided by the Board submitted to the Payroll Department of this Agency.

B. Each employee who registers for this benefit must agree to hold harmless the Board and waive any claim against this agency for any errors or misapplication of funds by the Credit Union or for any event beyond the control of this Agency which may cause a delay in the transmission of funds or improper or inaccurate deposit of the proceeds in the Credit Union.

C. The Board shall transmit all the requested deductions by check or electronic transmission no later than the close of the first business day after issuance of the payroll.

D. Employees may register for this Plan or change the amount of their deduction twice annually from January 1st through January 30th and from July 1st through July 31st. Any employee may withdraw from the Plan entirely upon two (2) weeks written notice to the Payroll Department of this Agency.

E. Eligible employees shall enroll for this Plan by indicating the amount they wish deducted from each paycheck which amount shall be a fixed dollar amount not to exceed seventy percent (70%) of the employee's net pay rounded to the nearest ten dollars (\$10.00).

F. If there are two (2) occurrences of the issuance of a negative pay check in any one (1) year period to any employee that employee shall forfeit his right to utilize the credit union deduction in this Article.

G. The Board may terminate this benefit upon thirty (30) days written notice to the Union and the Credit Union.

ARTICLE 27
EFFECTIVE LAWS

All provisions of this agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. In the event that any provision of this agreement shall be rendered illegal or invalid under any applicable law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 28
WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF

A. The Director shall have the right, for the efficient operation of Board affairs, to make changes in the daily work schedule including the commencement and time of the end of the work day, so long as the total work hours do not exceed seventy (70) hours in each two (2) week period.

B. Overtime

1. Employees who are eligible for overtime and work such overtime shall be paid as follows:

(a) No overtime shall be paid unless an employee (full or part-time) shall have worked at least forty (40) hours in any particular week

(b) For hours worked in excess of forty (40) hours in a particular week, payment shall be at the rate of time and one-half (1 1/2) an employee's standard hourly rate.

(c) An employee's standard hourly rate shall be calculated by dividing the annual salary by 1820 hours.

(d) When a holiday is observed during the regular bi-weekly pay period and the employee received pay for that day, those hours shall be included in the computation of overtime for the week in which the holiday was observed.

(e) Vacation days shall be included as a work day in computing an employee's entitlement to overtime pay for the week in which the vacation day(s) was taken.

(f) Hours represented by sick leave shall not reduce the hours within a week upon which overtime is calculated.

(g) Any employee required to work on a holiday, shall be entitled to be paid overtime at the rate of time and one-half (1 1/2) for the hours worked on such holiday.

(h) All overtime shall be authorized by the Director and entered on the weekly time sheets.

(i) Overtime earned may be credited to the employee's compensatory time off account to the extent permitted below. of the use of such compensatory time off shall be subject to the discretion of the Director.

C. Compensatory Time Off

(i) Employees who work in excess of regular hours, with the approval of the Director, may elect to have such time credited to their compensatory time off account, subject to

law. If such time is worked at straight time, the compensatory time off account shall be credited at straight time. If such time worked is eligible for overtime as set forth above, the compensatory time off account shall be credited at the overtime rate.

(ii) Compensatory time off, subject to the approval of the Director, may be accumulated up to a maximum of seventy (70) hours per annum. Employees entitled to overtime pay or compensatory leave must make an election between these options no later than the end of the pay period or within three (3) business days in which the overtime hours were accumulated, whichever is later. At no time may any employee be entitled to more than seventy (70) hours of compensation time.

D. On-Call Duty and Pay

An employee required to be on-call or on the beeper shall receive a per-diem stipend. For a weekday day (beginning at 4:00PM and ending at 8:00AM the following morning) the per diem stipend will be \$25.00. For a weekend or holiday day (beginning at 8:00AM and ending at 8:00 AM the following morning) the per diem stipend will be \$40.00. Friday is a weekday, and coverage will begin at 4:00PM on Friday afternoon and end at his/her normal rate of pay rounded up to the next one-half (1/2) hour. Assignments and procedures shall be as determined by the Board.

ARTICLE 29
HEALTH AND SAFETY COMMITTEE

Three representatives of the Union and three representative of the Board shall meet as a joint Health and Safety Committee. This committee will meet on the 3rd Thursday of each month at 3:00PM, as needed, unless the committee by consensus shall change the meeting date and/or time of the next succeeding monthly meeting. This committee will discuss operating procedures or policies relative to the safe operation of the physical plant, work environment, health and well-being of the employees in the unit. This committee shall be an advisory body and its recommendations shall be non-binding. The Director shall establish this committee within thirty (30) days after ratification of the agreement. The Union representatives shall be selected by the Union.

ARTICLE 30
FLEXIBLE SPENDING ACCOUNT

The Board agrees to make deductions from the compensation of any employee of this Agency for transmittal to the American Family Life Assurance Company of New York (AFLAC) or other benefit program plan subject to the following conditions:

A. All requests for transmission of payments by the Board on behalf of any employee must be in writing on a form provided by the Board for AFLAC and submitted to the payroll department of the Board.

B. Any employee who registers for this benefit shall agree to hold harmless the Board and waive any claim against the Board for any errors or misapplication of funds by AFLAC (or such other benefit program plan), or for any event beyond the control of this Agency which may cause a delay in the transmission of funds, or improper or inaccurate deposit of the proceeds in AFLAC, and any individual's future taxes as required by State and/or Federal law.

C. The Board shall transmit all the requested deductions in one (1) check by mail, or by electronic transmission, no later than the close of the third business day after the end of the month, for the payrolls of that month.

D. Employees may register for this Plan or change the amount of their deduction annually between November 1 and November 30 to be effective January 1 of the following year. The limits on contributions for the first year will be the usual annual limits, as stated below. Newly hired employees will be eligible to participate in the Plan after 90 days of employment, only during an enrollment period as stated in this paragraph.

E. Eligible employees shall enroll and be considered participants of the Plan by completing a salary redirection agreement which will indicate the amount they wish deducted on a pre-tax basis for qualified medical insurance, and/or unreimbursed medical, and/or dependent day care.

F. The limit for unreimbursed medical expenses will be a fixed dollar amount, \$1,800.00 per year. This deduction shall be in accordance with Section 105 of the IRS Code.

G. The limit for child care expenses shall be a fixed dollar amount, \$5,000.00 per year. This deduction shall be in accordance with Section 129 of the IRS Code.

H. Medical insurance premiums will be deducted per paycheck based on actual premium costs. These deductions shall be in accordance with Section 106 of the IRS Code.

I. If there is a negative pay check in any pay period to any employee, that employee shall forfeit the right to have deductions as defined in this Article.

J. The Board may terminate this benefit upon thirty (30) days written notice to the Union.

K. The Board will pay the administrative expenses for the above Flexible Spending Account.

L. Any unused employee funds at the termination of every annual contract with AFLAC (or any such other benefit program plan) will be reimbursed to the Board by AFLAC (or any such other benefit plan), after sixty (60) days following the end of a calendar year.

M. In the event of the termination of employment at the time a participating employee's plan account(s) has a negative balance, the amount of each negative balance shall be deleted from that employee's final paycheck. If the final paycheck is insufficient, any remaining negative balance will be a debt owed by such employee to the Board.

N. This Section shall be governed by State and/or Federal law and the IRS Code and shall be deemed automatically modified to reflect such law and code.

ARTICLE 31
EXTENDED HOURS PROGRAM

During the term of the previous Labor-Management Agreement, the Board implemented the four day work week known as the Extended Hours Program, which consists of a program wherein the Board is open from 8:00 A.M. to 8:00 P.M. one (1) day per week.

A. Employees participating in the Extended Hours Program shall be permitted to work any one of the following work shifts:

1. 12:00 (Noon) to 8:00PM on the extended day with a one (1) hour unpaid lunch and two (2) paid fifteen minute breaks.

2. 8:30AM to 8:00PM on the extended day with a one (1) hour unpaid lunch and three (3) fifteen (15) minute breaks

3. 8:00AM to 8:00PM on the extended day with a one (1) hour unpaid lunch, another one-half (1/2) hour unpaid meal break and three (3) fifteen (15) minute paid breaks.

B. No employee shall be required to work over title unless they are compensated at the hourly rate of the higher title.

C. Any time off during a scheduled extended hour day shall be charged as actual hours (10 ½ hours) for those on the 8:00AM to 8:00PM or 8:30AM to 8:00PM schedule who take a full day off).

D. Full-time employees who work the ten and one-half (10 1/2) hours extended day twice in any pay period, shall receive one seven (7) hour day off.

E. If a Holiday falls on an employee's day off, the employee shall have the option to take the day off before or after the Holiday, receive compensatory time credit (not to exceed a total of thirty-five (35) hours) or receive payment for the Holiday at the Director's discretion. If the employee chooses the option of a day off, such employee must provide written notice to the employee's supervisor of the chosen day within two (2) weeks after the Extended Hour Program schedule has been received by such employee.

F. There shall be an Extended Hours Committee consisting of eight (8) members, four (4) appointed by the Director and four (4) appointed by the Union. The Committee shall elect a Chairperson from among its members. The Committee shall meet at least once per month as needed. The Committee shall consider any problems which may arise in the Extended Hours Program. Any unresolved problems shall be treated as grievances pursuant to Article 23 hereof.

ARTICLE 32
FULLY BARGAINED

The Board and Union agree that:

- A. They have fully bargained and agreed upon all terms and conditions of employment.
- B. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations;
- C. These terms and conditions of employment will not be changed during the life of this agreement.
- D. They have voluntarily and knowingly entered into this Agreement.

ARTICLE 33
RATIFICATION

Each party represents that the Agreement has been ratified by the Board. Each party represents that the Agreement has been ratified by the Bargaining Unit. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, legal representatives and permitted assignees. Each party has authority to enter into the Agreement and each party has taken the requisite action.

ARTICLE 34
REVIEW BY STATE

This Agreement shall be submitted to the Division of Family Development of the Department of Human Services, State of New Jersey, for review consistent with the terms of P.L. 1984, C. 14.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and dated by their proper officers and/or agents.

BERGEN COUNTY BOARD OF
SOCIAL SERVICES

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

JAMES M. CARROLL, CHAIRPERSON

RONDA WILSON, PRESIDENT

JAMES ALBRO, SECRETARY

GAIL MASON-MASSEY

VICTORIA OSBORNE

ROSE DRUMMOND

STAN GREGO

WILLIAM OSERIN