AGREEMENT

between

HUNTERDON COUNTY BOARD OF SOCIAL SERVICES

and

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO (CWA LOCAL 1035)

NON-SUPERVISORY UNIT

Effective: January 1, 1992 through December 31, 1994

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THIS AGREEMENT made this 2nd day of December , 1993, between the Communications Workers of America (CWA), and known as Local 1035, hereinafter referred to as the Union, and the Hunterdon County Board of Social Services, hereinafter referred to as the Employer, shall constitute the complete and sole Agreement for the Hunterdon County Board of Social Services employees.

SCOPE OF AGREEMENT AND BARGAINING UNIT

A. The Negotiating Unit

The Employer acknowledges that it has ascertained that the Union represents a majority of the employees set forth in the bargaining unit and is, therefore legally entitled to recognition by the Employer as the sole and exclusive bargaining representative of the employees in the bargaining unit, pursuant to N.J.S.A. 34:13A-1 et seq.

The bargaining unit for non-supervisory employees of the Board of Social Services shall include all employees in Income Maintenance, Social Work and Clerical titles excluding managerial executives or administrative titles, supervisors within the meaning of the Act, and confidential employees (including Secretarial Assistant, Supervising Account Clerk, Chief Clerk, Senior Training Technician and Assistant Training Supervisor.

B. Employee(s) Defined

Unless otherwise indicated, the terms "employee" and "employees" when used in this Agreement refer to all persons represented by the Union in the above-defined negotiating unit.

C. Additions and Modifications to the Negotiating Unit

his shall not preclude the addition of new titles which shall be negotiated only as to unit placement and salary at the time the new titles are established. The content of job descriptions shall not be negotiated and shall be the Board's prerogative solely and exclusively to determine without negotiations with the Union. Failure of the Board and the Union to agree on the unit placement and salary for the position title shall not delay the filling of the position and the payment of the employee(s) serving therein by the Board of Social Services.

It is understood and agreed between the parties that any party has the right under law to file a clarification of unit petition, should circumstances require. The parties are free and encouraged to resolve any disputes as to the composition of the unit between themselves without resorting to intervention by P.E.R.C.

PAYROLL DEDUCTIONS

A. Dues Checkoff

The Employer will deduct current uniform dues of employees who are members of the Union beginning with the next pay period following receipt of a duly executed form acceptable to the Employer. Such authorization may only be revoked upon thirty (30) days notice prior to January 1 or July 1. Monthly, the Employer will forward a list of all employees hired or terminated during the preceding month.

It shall be the sole obligation of the Employer to remit sums deducted to the Secretary-Treasurer of the Union by the 15th of the month following the month in which it deducts them, with a list of those employees for whom the deductions have been made.

The Union shall hold the Employer harmless against all claims, demands or other forms of liability that may arise out of the Employer's deducting sums as Union dues pursuant to this Article.

B. Automobile Insurance Coverage

The Employer agrees to provide payroll deductions for automobile insurance coverage for members of an appropriate group who so authorize such deductions. The Union shall hold the Employer harmless against all claims, demands or other forms of liability that may arise out of the Employer's deducting sums pursuant to this Article.

The Employer also reserves the right to require a Hold Harmless agreement from the carrier providing such group automobile insurance coverage. The contract between the insurance carrier and the employee shall contain provisions reasonably acceptable to both the Employer and the Union.

MANAGEMENT

It is mutually understood and agreed that the Employer has the prerogatives of management in the direction of the employees including but not limited to the rights of hiring, suspending, discharging in accordance with Civil Service rules; promoting, transferring, scheduling to determine the standards of services to be offered by its agencies, take necessary actions in emergencies, determine the standards of selection for employment, maintain the efficiency of its operations, technology of performing its work, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job classifications, subject to Civil Service Regulations and any other applicable law or provision of this Agreement.

RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

A. Responsibility of the Parties

The Employer and the Union recognize and agree that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract and management's role as the Employer.

B. Proper Treatment of Persons

It is further understood and agreed that every employee, supervisor, manager and Board Member shall be treated in accordance within the accepted standards of decency (propriety in conduct, speech), courtesy (habitual politeness; good manners), and respect (to treat with propriety). This means not calling persons derogatory names, nor refusing to acknowledge them, nor behaving toward others less than professionally. It does not mean failing to evaluate poor performance truthfully, imposing discipline when warranted, rendering a negative decision or mandating requirements with which a person disagrees or which a person dislikes.

RIGHTS AND PRIVILEGES OF THE UNION

A. Union Representatives

- The Union shall designate such members of the Union as it deems reasonably necessary as Union Representatives, who shall not be discriminated against due to their legitimate Union activity.
- 2. The Union shall provide the Employer with a list of all Union Representatives, who are employees of the Board of Social Services, and will notify the Employer within thirty (30) days if any changes occur.

B. <u>Visits by Authorized Union Representatives</u>

No more than two authorized representatives of the Union shall have the right to enter upon the premises of the Hunterdon County Board of Social Services, with prior twenty-four (24) hours written notice, during working hours as long as such visits do not interfere with proper service to the public. Approval of the Employer must be obtained prior to such visits.

C. Union Representatives - Negotiations, Conferences, Meetings

1. Not more than five (5) Union representatives, no more than two (2) of whom shall be Board of Social Services employees, shall be permitted to participate in negotiations, conferences or meetings with the Hunterdon County Board of Social Services. In the event the Board of Social Services schedules negotiations, conferences or meetings during normal working hours, up to five (5) Union representatives, not more than two (2) of whom shall be Board of Social Service employees, may participate with no loss in pay.

Where negotiations meetings are held jointly with representatives of the Board and the non-supervisors bargaining unit only one employee of the supervisors bargaining unit may attend and the five (5) Union representatives permitted to attend negotiations under the supervisors and non-supervisors agreements shall be the same.

- 2. It is recognized that should the County of Hunterdon permit the release of one (1) delegate (a County employee) to attend negotiations for CWA's Board of Social Services Negotiating Committee, the said County employee on paid leave status provided said negotiation occurs during working hours, such County employee shall be permitted to attend negotiations for Board of Social Service employees.
- 3. Upon securing prior approval from the Board of Social Services, representatives of the Union shall be permitted to transact official Union business on the premises at all reasonable times, provided that this shall not interfere with or interrupt normal operations of the service. Official Union business is defined for purposes of this agreement as any meeting called by a designated Union representative which is open to the general membership and any training activity conducted by a designated Union representative.

Representatives authorized by the Union may, upon five (5) days advanced written notice, be excused from duty to attend Union seminar meetings, conferences or conventions. The requirement of five (5) days advanced written notice may be waived by the Board where circumstances require. Permission will be granted when absence from work will not interfere or interrupt normal operations of the service. No more than four (4) days per year (aggregate total of individual days off) shall be allowed under this provision. Unused days shall not be accumulative and any unused days shall be cancelled at the end of the calendar year.

D. <u>Use of Facilities and Equipment</u>

- 1. Upon securing prior approval, the Union may use facilities and equipment when not otherwise in use.
- 2. The Union may use mailboxes and designated bulletin Boards.
- 3. Should the representative of the Union or the Union itself cause any malicious damage to any facility or equipment owned by the County or the Board of Social Services, the Union hereby agrees to either repair such facility or equipment at its own cost or to reimburse the County or the Board of Social Services for the reasonable cost to repair said facility or equipment.

E. Information Made Available

The Employer agrees to make available to the Union all public information concerning the financial resources of the agency together with information which may be necessary for the Union to process any grievance or complaint.

ADHERENCE TO CIVIL SERVICE RULES

The Employer and the Union understand and agree that all Rules promulgated by the New Jersey Department of Personnel shall be binding upon both parties.

RULES OF THE EMPLOYER

All rules and regulations promulgated by the Employer for the proper and efficient operation of the Public Service shall be duly and conspicuously placed.

HOURS OF WORK

A. The Work Week

Employees will work thirty-five (35) hours during the normal work week, Monday through Friday, 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch. Lunch hours shall be taken according to schedules as established.

B. Breaks

- 1. Each employee herein represented shall be entitled to one (1) fifteen (15) minute break for each half-day of work (morning and afternoon, and equivalent periods for shift work). Breaks are to be taken according to schedules as established. Breaks may not be used to delay the start of the work day; to extend the lunch hour at the start or finish; or at the end of the work day, provided, however, that the employee's supervisor in his sole discretion may allow an exception to this policy. Unused break time shall not be credited or accumulated in any way by the employee.
- Employees who are on break shall not deter employees who are not on break from their work.

WAGES

- A. The Formula for Wages shall be as follows:
- Effective January 1, 1992, an additional step shall be added to each salary range. This shall result in a new compensation schedule which is Schedule 92.
- 2. Effective January 1, 1992, each employee who has been evaluated as satisfactory for the preceding evaluation year, shall have a salary increase by advancing one (1) step on Schedule 92. Since all evaluations for this evaluation period have been completed, it is understood that all employees were evaluated as satisfactory. Additionally, each employee shall receive a bonus payment, not added to base of six-tenths of one percent (0.6%).
- 3. Effective January 1, 1993, a new compensation schedule shall be created by increasing all points on Schedule 92 by 3.25%. Additionally, each step shall be divided in half, in effect doubling the number of steps. This shall result in a new compensation schedule which is Schedule 93.
- 4. Effective January 1, 1993, each employee who has been evaluated as satisfactory for the preceding evaluation year, shall be moved, step-to-step, onto the new Schedule 93. Additionally, each employee who has been evaluated as satisfactory and who is not at the maximum of their salary range shall be advanced one-half step. Each employee who has been evaluated as satisfactory and who is at the maximum of their salary range shall be given a bonus payment which is not added to base equivalent to one-half of an increment in their salary range. Since all evaluations for this evaluation period have been completed, it is understood that all employees were evaluated as satisfactory.
- 5. Effective January 1, 1994, a new compensation schedule shall be created by increasing all points on Schedule 93 by 3.5%. This shall result in a new compensation schedule which is Schedule 94.
- 6. Effective January 1, 1994, each employee who has been evaluated as satisfactory for the preceding evaluation year, shall be moved, step-to-step, onto the new Schedule 94. Additionally, each employee who has been evaluated as satisfactory and who is not at the maximum of their salary range shall be advanced one-half step. Each employee who has been evaluated as satisfactory and who is at the maximum of their salary range shall be given a bonus payment, which is not added to base, equivalent to one-half of an increment in their salary range.
- 7. An employee who has been evaluated as unsatisfactory for the preceding evaluation year shall receive no salary increase effective January 1. The unchanged rate of pay will be continued for the applicable payment year.
- 8. New hires on board for more than two quarters in any evaluation year (hired prior to April 1) shall be eligible for all of the negotiated

salary increase effective January 1, contingent upon being evaluated as satisfactory.

- New hires on board for two quarters or less in any evaluation year (hired April 1 or later) shall be eligible for only the step-to-step salary increase effective January 1, contingent upon being evaluated as satisfactory.
- 9. Employees promoted and working in a higher title for more than two quarters in any evaluation year (promoted prior to April 1) shall be eligible for all of the negotiated salary increase effective January 1, contingent upon being evaluated as satisfactory.

Employees promoted and working in a higher title for two quarters or less in any evaluation year (hired April 1 or later) shall be eligible for only the step-to-step salary increase effective January 1, contingent upon being evaluated as satisfactory.

- 10. It is expressly understood that there are no salary increases which are provided for subsequent to December 31, 1994.
- 11. No employee shall be paid less than the minimum nor more than the maximum of their salary range except that employees may receive contractually provided for bonuses or overtime payments. If an employee is evaluated unsatisfactory, and receives no salary increase effective January 1, the unchanged pay rate of that employee, if less than the negotiated pay range increase will be considered the minimum of the applicable salary range, but not the starting rate nor the base used to calculate range increments.
- 12. When an employee is promoted, demoted or reclassified, s/he will receive a salary adjustment as indicated in Appendix I.
- B. Wages will be paid every second Friday, at the appropriate rate per employee, for the two-week (70 hour) period ending as of and inclusive of the payday.
- C. Payments for overtime work authorized and worked within the pay period shall be paid on the payday for the succeeding pay period.

OVERTIME

A. General Provisions

- 1. All overtime work requires prior approval by the Supervisors (emergency approval for after-the-fact overtime requires supervisory and administrative approval).
- All overtime will be paid:

over 35 hours/week @ 1 1/2 times

- 3. In the event budgetary constraints should make payment impossible, overtime will be paid via compensatory time at the rate of 1 1/2 times for all hours over thirty-five (35) hours/week.
 - a. If employees are paid in compensatory time, such time must be used within thirty (30) calendar days. Accrual of compensatory time beyond thirty (30) days will not be permitted unless when its use is requested the supervisor denies same because of staffing needs. Then the comp time shall be carried for additional thirty (30) day periods subject to terms of this paragraph.
 - b. Upon an employee's termination, unused earned comp time shall be reimbursed in the final pay.
- 4. Agency staff who agree to perform work on a sub-contractor basis for programs to be administered after regular hours by the Board, will be considered exempt from the provisions of the Article for overtime.
- B. Emergency Hotline Coverage
- 1. Employees authorized and required to provide coverage and receive calls for non-voluntary after-hour hotline shall be paid overtime as follows:
 - a. 1 1/2 x 30 minutes (minimum) for time worked up to one-half (1/2) hour;
 - b. 1 1/2 x actual time worked beyond one-half (1/2) hour, as computed for regular overtime work.

C. Court Appearance

If an employee is required to appear in court on Board of Social Services business during his working hours, he shall be excused with pay. If such court appearance is required at other than normal working hours, the employee shall be compensated at his normal overtime rate if he is otherwise eligible as indicated in Paragraph A. He will be entitled to mileage reimbursement as indicated in Article 16.

HOLIDAYS

A. Days Off

- The thirteen (13) holidays presently observed shall continue to be observed under this Agreement (New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day).
- 2. Also to be observed are any other additional holidays declared by the legally constituted authorities of the County, or any holidays declared by Gubernatorial or Presidential proclamation which are not listed above. Employees who work on such days will receive compensatory time for their normal workday and their normal overtime rate for all hours beyond their normal workday.

B. Additional Days Off

The day after Thanksgiving shall be a paid day off for all employees.

C. Observance

- 1. By mutual consent of the Parties, the date of observance of any of the above holidays may be moved to another day.
- When a holiday falls on a Saturday, it shall be observed on the preceding day, Friday.
- When a holiday falls on a Sunday, it shall be observed on the following day, Monday.

VACATIONS

A. <u>Vacation</u> Schedule

All employees covered by this Agreement shall be granted Vacation Leave based upon the following from date of hire:

Years of Service	Annual Leave		
1st year	l day/month to end of calendar year in which hired		
1 through 7 years	12 days per year		
8 through 10 years	16 days per year		
11 through 15 years	21 days per year		
16 through 20 years	26 days per year		
21 years and over	26 days per year, plus one additional day for each year over 20		

For the duration of this Agreement all employees who under the previous contract were entitled to 15 vacation days per year as of January 1, 1985, shall continue to be entitled to 15 vacation days per year until their entitlement changes to 16 days per year under the current vacation schedule.

B. "Service" Defined

Service includes all continuous service with the Board of Social Services or other County office regardless of Civil Service status, provided there is no break in service of more than one week.

C. Vacation Requests

- 1. Employees shall submit an annual request for Vacation Leave no later than April 30 of the year with first and second choices. Up to one-third of the year's vacation entitlement may be unscheduled, by indicating the number of days to be used "on a day basis."
- Separate vacation requests for use of the unscheduled Vacation Leave may be submitted as needed after April 30, but no later than November 15.

D. Scheduling of Vacations

- The Director will schedule vacations according to the needs of the service, and, for purposes of the annual request, on the basis of seniority in the event of multiple requests for the same time period.
- 2. Requests for the use of unscheduled Vacation Leave received subsequent to April 30, and prior to November 15 will not be governed by seniority considerations. The Director will schedule according to the needs of the service, on the basis of requests first received for the same time period.
- Vacation Leave will be scheduled in no less than one-half day increments.

E. Amended Vacation Requests

An employee may submit no more than four (4) amended vacation requests per year. Seniority will not be a factor in approving amended vacation requests. No amended vacation request may be submitted after November 15.

F. Vacation Entitlement

- 1. Each employee, except as provided in 2. (below), shall be given credit for each calendar year for all due Vacation Leave and shall be permitted to use credited leave when requested, subject to the needs of the agency and the approval of the Director. Should an employee's service terminate before the end of the year, earned Vacation Leave shall be calculated based on the number of months (or major portion thereof) completed. Unused earned Vacation Leave shall be reimbursed to the employee in the final pay. Used unearned Vacation Leave shall be deducted from the final pay.
- Newly hired employees shall be given credit for all due Vacation Leave after the employee has been employed for a full six months. During the first six months, Vacation Leave will be credited as earned, at the rate of one day per month worked.

G. <u>Illness or Death in the Family During Vacation</u>

If an employee becomes ill while on vacation and requires the use of Sick Leave or should a death in the family occur for which Bereavement Leave is provided, then that time may be changed to Sick and/or Bereavement Leave as applicable. She/he must notify the Director by telephone, telegram, or letter within two (2) days of the occurrence unless exceptional circumstances prevent such notification being given within the time provided. In addition, the employee must furnish medical evidence or proof of death in family upon return to work to verify an illness or injury which would have precluded his or her working in order to be credited with Sick Leave or Bereavement Leave in lieu of a charge for vacation days.

H. Substitution of Leave

Any substitution of Sick Leave or Bereavement Leave for vacation days does not extend the scheduled Vacation Leave beyond the expected date of return to work unless it is specifically authorized by the Director.

I. <u>Vacation Carryover</u>

A vacation carryover of up to one-third (1/3) of a year's vacation entitlement is permitted upon written notice filed by December 1st. Vacation carryover in excess of one-third (1/3) of the year's entitlement must be requested by October 1st. The carryover must be used in the succeeding year or such vacation credit if forfeited.

LEAVES OF ABSENCE

A. Sick Leave

- Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) day per month in the first calendar year of service, commencing in the first month or major portion thereof from the date of hire.
- Sick Leave shall accumulate year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.
- 3. It is assumed that the employee shall remain in the service of the Employer for the remainder of the calendar year, and the total number of sick days, pro-rata, shall be credited to the employee. If separation occurs before the end of the year, and more Sick Leave has been taken than appropriate on a pro-rata basis, the per diem rate of pay for the excess days shall be deducted from the final pay.
- If a holiday occurs during paid Sick Leave, it shall not be charged as paid Sick Leave.
- 5. On the last work day in December each year, employees may exercise a Buy-back of Sick Leave Option, whereby up to 7 unused Sick Leave days of the current year entitlement may be surrendered and removed from the employee's Sick Leave credit in return for a cash payment based upon the employee's daily rate of pay in effect as of December 31.
- 6. Sick Leave may be used for the following: (1) Personal illness or injury including medical appointments therefore, which cannot be scheduled at other times; (2) Exposure to contagious disease; (3) Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; and (4) death in the employee's immediate family, for a reasonable period of time. "Immediate family" shall be an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.
- 7. The Employer reserves the right to verify that Sick Leave has been or will be used for the purposes for which it is intended; and employees are subject to all conditions of documentation and verification of Sick Leave use as contained in N.J.A.C. 4A:6-1.4(d)-(g).

B. Pregnancy Disability and Child Care

An employee shall notify the Employer of her pregnancy disability as soon as it is medically confirmed. Said employee may request a Pregnancy Disability Leave without pay and said Leave shall be granted. A pregnancy disability and/or subsequent Child Care Leave of Absence shall be granted for the maximum period allowed by Civil Service rules. The employee may elect to return to work at an earlier date provided the employee shall be deemed medically fit to return to the duties and responsibilities of her position.

C. Bereavement Leave

- 1. All employees shall receive up to five (5) consecutive working days leave in the event of the death of a spouse, child, step-child, ward, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law; grandparent (of employee or employee's spouse), grandchild, (of employee or employee's spouse) parent (of employee or employee's spouse) step-parent; father-in-law, mother-in-law, and any other member of the employee's immediate household. The number of days taken, up to 5, shall be at the sole discretion of the employee. This leave is separate and distinct from any other leave time. In the event of multiple deaths, special consideration will be given to the employee by the Employer.
- 2. Each employee may bank a maximum of two days for use in the event of death of persons other then covered in Article 13, C.1. In the first year, credit will be established for deduction from a future covered occurrence. If the employee leaves employment prior to the future occurrence, the cost of the credited day, if used, will be repaid by a deduction from the final pay or by surrender of earned Personal Leave or Vacation Leave credit. If the banked day was credited from time applicable to a covered occurrence but not used before leaving employ, then the employee will be reimbursed for the day.

D. <u>Personal Leave</u>

- Employees shall receive non-cumulative personal days which shall be earned at the rate of one-half (1/2) day per month up to a maximum of four (4) days in the first calendar year. During the second calendar year of employment and thereafter, employees shall be credited with four (4) days leave for personal business which is non-cumulative.
- Written notice of Personal Leave shall be submitted three working days in advance, except in cases of emergency, so that work schedules and unit coverage may be maintained properly.
- 3. Personal Leave for non-emergent circumstances will not be approved if such use would reduce unit coverage below the established coverage minimum. If this disapproval results in Personal Leave not being used before the end of the year, the unused Personal Leave will be carried over and used in the succeeding year no later than May 1.

- 4. Personal Leave shall be taken in minimum increments of 2 hours, except in emergency situations.
- 5. Up to one day of Personal Leave, not used by December 31, will be reimbursed to the employees as a cash payment at the rate of pay as of December 31.
- 6. Should the Employer note emergency Personal Leave usage which suggests possible abuse, the use of emergency Personal Leave will be denied unless the employee provides sufficient reason for the emergency Personal Leave. Abuse may be indicated by: (1) more than 3 emergencies in a calendar year; (2) a claimed emergency at a time for which other leave time had been denied, or which the employee had been advised would be denied if requested; (3) a claimed emergency on a day before or after a Holiday, or other leave time; (4) a pattern of use or other sufficient reason.

If an employee is required to provide a reason for emergency use of Personal Leave which is highly confidential, then the employee may insist on revealing the circumstances directly to the Director who will be contractually bound to not divulge the nature of the emergency to anyone else unless the denial of the emergency use becomes the issue in a grievance.

E. Other Leaves

All other proper and authorized leaves as provided in the Rules of the Department of Personnel shall be recognized and constitute a part of this Agreement.

JURY DUTY

A. Paid Leave

Should an employee be obligated to serve as a juror, he shall receive full pay from the Employer for all time spent on jury duty, including reasonable travel time from the place of employment or home to the court and back. If the employee's services as a juror are not required for a portion of the work day, the employee shall report for duty for that part of the work day, unless specific circumstances warrant dismissal from duty by the Employer.

B. <u>Court Allowance</u>

Remuneration received from the Court for such service will not be deducted from the wages received for the corresponding workdays.

MEDICAL AND OTHER BENEFITS

A. Benefit Entitlement

The medical and other benefits currently enjoyed by employees shall remain in effect during the term of this Agreement. It is understood and agreed that these benefits apply to employees who work twenty (20) or more hours per week.

B. Hospital/Medical Insurance

- 1. The Employer agrees to provide at no cost to the employees, medical coverage in the form of basic and extended hospital benefits, basic and extended Medical-Surgical benefits and Major Medical benefits as currently provided through the State Health Benefits Plan traditional program for all employees and their eligible dependents. If the employee elects an approved State Health Benefit option -HMO or PPO program- then the Employer shall pay the full cost up to the amount of the traditional program premium. Any additional costs will be paid by the employee via payroll deduction. The Employer shall also pay the monthly Medicare premium for each employee over age sixty-five (65).
- The Board may change insurance carriers or programs provided the new 2. carrier and/or program has benefits comparable to the current State Health Benefits Program and provided there is no diminution of benefit and/or services. The Board will, prior to changing carriers and/or program, give the Union no less than 60 days notice of the intended change, along with a complete listing of the benefit level of the existing program and the proposed new program. In the event the Union makes a claim of diminution of benefit, such a claim will be settled via an expedited arbitration hearing (grievance to be submitted directly to arbitration after discussion with the Director). If the County of Hunterdon seeks to change the insurance carrier or program and the Board proposes to change to the same carrier or program, and if the CWA International Union is arbitrating a claim of diminution of benefit with the County, the Union and the Board, with the consent of the County, agree to becoming parties to a consolidated arbitration hearing with the County.

C. <u>Temporary Disability Insurance</u>

In addition, the Employer agrees to provide, on a contributory basis from the Employer and the employee, New Jersey Temporary Disability Insurance.

D. Worker's Compensation Leave

Each employee shall receive for on the job injuries a leave of absence with full pay for up to twenty-six (26) weeks, with no loss in Sick Leave credit or any other leave time. Any monies received by

the employee from Worker's compensation during the leave of absence which is for regular maintenance shall be reimbursed to the Employer.

E. Extended Benefits for Retired Employees

The Employer further agrees to provide health insurance as a supplement to Medicare to retired Board of Social Services employees pursuant to Ch. 88, of the P.L. 1974 and the Board's enabling resolutions.

F. Medical Reimbursement Program

- Subject to authorization by the State Health Benefits Commission, the employer agrees to provide a net medical reimbursement program covering vision care, dental care, and prescription drugs, and insurance premiums for these items; chiropractic services; and discretionary physical examinations for employees who have completed at least two (2) months continuous service with the Board of Social Services. If the State Health Benefits Commission establishes a maximum reimbursement for any of these items which is less than stated herein, then the contract is amended automatically to the lower maximum amount.
- 2. Each covered employee shall be eligible to receive a maximum net reimbursement of \$375 per year in 1992, and \$400 per year in 1993 and 1994, for himself and eligible dependents (as defined by the State Health Benefits Program).
- 3. The maximum net reimbursement rate in each year shall apply to bills for services incurred and submitted in that year. Covered services eligible for net reimbursement shall be limited to the following:
 - Vision Care: prescription lenses and eye examinations;
 - b. Prescription Drugs: prescriptions as prescribed by a licensed physician and recognized by Blue Cross, Blue Shield of N.J. as eligible for reimbursement;
 - c. Dental Care: any dental care performed by a licensed dental care provider;
 - d. In the event that an employee purchases insurance coverage for vision care, prescription drugs or dental care for himself or herself and with or without children, then the employee may submit for reimbursement for the premiums paid or some portion thereof but not to exceed the maximum permitted to be paid under Article 15 F.2 above. If the policy is not continued by the employee for at least for the amount of premiums reimbursed, then the employee shall notify the Employer of the cancellation of the policy and pay back any monies reimbursed over and above the amount charged to the date of cancellation.

- e. Any chiropractic services provided by a licensed chiropractic provider.
- f. Discretionary physical examinations for the employee
- 4. a. Employees will submit requests for net reimbursement via an approved voucher, following the instructions for submission, with an attached dated receipt clearly identifying the recipient and describing the services, with costs itemized. In the case of a prescription the receipt must also show the prescription number and name of the medicine.
 - b. The employee must submit written proof from the existing health care provider or providers, if more than one, that the amount claimed is not reimbursable under the policy or program for which the employee is enrolled or showing the net amount to be paid by the employee after payment under the policy or that the deductible applies. The Employer reserves the right to verify the decision of the health care provider in writing. Any employee whose spouse is an employee of Hunterdon County shall only submit for any net reimbursement which is not reimbursed by the County program or by a health care provider.
 - c. The claim shall be submitted as soon as the net liability has been verified in writing to the employee. If a claim has been submitted to the health care provider but it is anticipated that the net liability may not be determined by December 1 of the year, then the employee shall complete a Notice of Possible Reimbursement form and file the form with the Employer no later than the last work day of the calendar year so that when the final net liability is determined, the approved voucher shall be submitted.
- 5. The Employer will pay the net reimbursement within the earliest cycle of Board-approved payments possible, based upon date of receipt of the voucher, replies for verification and provided that the voucher is not returned due to errors or lack of clarity. Any claims submitted which are complete and verified after December 1, should be approved at the January Board Meeting for payment.
- 6. Employees who are required to use Video Display Terminals (VDTs) and whose documented regular use of a VDT exceeds three (3) hours per day will be reimbursed up to \$40 for an additional annual visual examination.

EMPLOYEE'S EXPENSES

A. Mileage Reimbursement for Personal Vehicles

Employees authorized and required to use personal vehicles in the pursuit of proper and necessary Board of Social Services business shall be reimbursed at the rate of twenty (\$.20) cents per mile. All such personal car mileage shall be submitted on the proper forms (to be provided) and such mileage shall be computed on a portal to portal basis.

B. Meals

The Board of Social Services shall continue its present policy of providing meals to its employees who are out of Hunterdon County on Board of Social Services business. Reimbursement shall only include meal cost, sales tax and a gratuity (up to 15% of the total meal cost and sales tax) but shall not exceed the maximum amount allowable:

Breakfast Up to \$ 5.00 Lunch Up to \$ 6.50 Dinner Up to \$13.50

Personal Vehicle Allowance

Employees in the following titles who are authorized and required to use privately owned vehicles for agency business, other than on an occasional basis (defined as one (1) day per week, or less, average) shall be granted a maximum of \$100 per year, to be used to defray additional insurance premium expenses for business-use coverage:

Income Maintenance Specialist
Income Maintenance Technician/Worker
Investigator
Social Service Aide
Social Service Technician
Social Worker
Social Work Specialist

Employees will be notified in advance if the use of personal cars for Board of Social Services business is required on more than an occasional basis (as herein defined) so that business use insurance coverage can be obtained as specified below:

All employees required to use privately owned vehicles, and claiming reimbursement for business-use insurance coverage, shall carry liability insurance with minimum coverage of \$100,000/\$300,000 personal injury liability, and \$50,000 property damages, plus business use rating. Evidence that

such insurance coverage is in full force and effect with a company approved by the New Jersey Department of Insurance shall be made available to the Employer prior to payment. Payment will be made monthly during the time in which the insurance is required to be in effect, computed on a pro-rated share of the \$100 maximum payment, per diem.

EMPLOYEE FACILITIES

Adequate facilities shall be provided for employees for purposes of daily breaks, eating of lunches and for relief in time of momentary illness incurred while at work. Adequate parking for employees' automobiles will also be provided.

SAFETY

A. Rights and Obligations

The Employer agrees to insure the safety and adequacy of all working areas and equipment provided for employee use. The Union reserves the right to call upon the Employer or any appropriate State or Federal agency to investigate any matter involving work area or equipment. Such request will only be made where the Union feels that the employee is subjected to a possible impairment of health and safety.

B. Safety Committee

A joint Safety Committee shall be established consisting of two (2) employees and one (1) alternate, designated by the Union, and two (2) members and one (1) alternate, designated by the Employer. the three Union members shall be designated from the supervisory unit, and two shall be designated from the non-supervisory unit. This Committee consisting of two (2) members from each side, shall meet twice a year. Upon request for additional meetings, for urgent reasons, the Committee may meet if the Director approves the request. The function of this Safety Committee shall be to advise the Employer concerning safety and health matters which may be brought to its attention. The Safety Committee shall not function to handle grievances or to rectify individual complaints concerning health and In the discharge of this function, the Safety safety conditions. Committee shall consider existing practices and rules and recommend adoption of new practices and rules to the Employer.

The Safety Committee shall be appointed within thirty (30) days of the signing of this Agreement.

UNSCHEDULED CLOSING OF BOARD OF SOCIAL SERVICES

A. Closing Prior to the Start of Work Day

Should the Employer close the Board of Social Services offices for whatever reason before the start of a work day, all employees shall be credited with a day's work.

B. Closing During a Regularly Scheduled Work Day

Should an employee report for work and subsequently the Employer closes the Board of Social Services offices, for whatever reason, an employee who reports to work shall be credited for a day's work. If an employee reports for work and then decides to leave work before the time of the official closing, that period of time between the time he/she left and the official closing shall be charged to the employee.

JOB CLASSIFICATIONS, VACANCIES, PROMOTIONS AND TITLE CHANGES

A. <u>Posting Requirement</u>

The Employer shall post within the Board of Social Services offices, advance notice for five (5) working days of any positions to be filled.

B. <u>Employer to Provide Job Description</u>

Prior to posting such notice, the Employer shall submit to the Union the proposed title and salary for the position to be filled if the title is new to the Board of Social Services.

C. Joint Committee

- 1. The Employer will provide each employee, at time of hire, with his/her current Civil Service job specification; and future revisions as they are received.
- 2. A joint Labor-Management Committee shall be established within thirty (30) days of the signing of this Agreement. This Committee shall consist of two (2) representatives of Management and two (2) representatives of the Union. Each side shall select their own representatives. The Union representatives shall be employees of the Board of Social Services. The Committee shall meet twice a year, in March and September, to review requests to study the employee's Civil Service job description and the duties currently assigned to the employee. Upon request for additional meetings, for urgent reasons, the Committee may meet if the Director approves the request. The Committee shall submit written recommendations to the Director. If a dispute remains after the Director's decision, it shall be submitted to Civil Service for determination.
- 3. In addition, the Committee may study requests for promotions and/or changes in title. It shall also review the status of provisional employees who have passed Civil Service examinations and have not been granted permanent appointment due to the absence of the complete certified list for the position held. The recommendations of this Committee shall be advisory.

TEMPORARY EMPLOYEES

A. Defined

Temporary employees are those hired during a period of emergency or to fill a temporary position required for a period of not more than an aggregated six (6) months in a 12-month period, or up to 12 months for a position established as a result of a short-term grant, in accordance with N.J.A.C. 4A:4-1.7. If the temporary employee continues to be employed in the same title beyond the time permitted in N.J.A.C.4A:4-1.7, his status will be changed to provisional effective the first working day after the time period or the effective date of the status change of the position by Civil Service regulations whichever is sooner and the employee will be entitled to benefits granted to such provisional employees on the effective date; and thereafter if otherwise eligible.

B. <u>Entitlement to Overtime</u>

Overtime shall be provided in accordance with Article 10 of the Agreement.

DISCRIMINATION AND DISCIPLINE

A. Employer's Obligation

No employee shall be discharged or discriminated against because of race, age, creed, sex, color, ethnic background, political affiliation, Union activity, marital status, armed forces obligations, religious opinions or affiliations and physical handicaps.

B. Notice to Union re Discipline

In any case of disciplinary action, including discharge, the Employer will notify the Union of the action taken no later than the next work day.

PERSONNEL_FILES

A. Employee's Rights

Employees shall have the right to inspect and review their own individual personnel files upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. An employee shall have the right to define, explain or object in writing to anything found in his personnel file. This writing shall become a part of the employee's personnel file.

B. Personnel File Defined

For purposes of this Agreement, the personnel file is defined as any and all recorded matter concerning the employee, maintained by the Hunterdon County Board of Social Services with the exception of pre-employment information which will be held in application status. This information includes but is not limited to references and interview recommendations. Such material held in application status will be destroyed three (3) months after the date of hire providing it does not conflict with Civil Service regulations.

C. Copy of Material Added Furnished to Employee

Copies of all materials added to the employee's file shall be provided to the employee at the time of insertion.

ECONOMY LAYOFFS

A. Procedure

Layoffs for economy reasons shall not be effected before the Employer, in good faith, has first demonstrated the need for economy to the Union, and that the necessary economy will result from the layoff(s). Employees to be laid off shall be sent written notice; layoffs shall be accomplished according to the rules and regulations of the Civil Services Commission.

B. Option to File a Grievance

An employee covered by this Agreement who is laid off pursuant to the provision hereof, may file a grievance complaining of the layoff, in which case, the employee shall only take the grievance beyond Step 1 to the Civil Service Commission, in accordance with Civil Service procedures.

GRIEVANCE PROCEDURE

A. Purpose

- The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
- Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with one's immediate supervisor or 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:

- A mis-interpretation of mis-application of the specific 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 mis-interpretation of rules or regulations, existing policy, or orders applicable to the Board of Social Services, which shall be processed up to and including the Board of Social Services, and shall hereinafter be referred to as a "non-contractual grievance."
- 3. The term "grievant" shall mean an employee, a group of employees or the Union.

C. <u>Presentation of a Grievance</u>

- The Board of Social Services agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in actually presenting the grievance by the grievant and one Union Representative, who is an employee of the Board, throughout the grievance procedure.
- The Union agrees that any other paid time outside of the actual presentation of a grievance as provided at each step herein is not permitted.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

STEP 1:

- a. The grievant shall institute action under these provisions by presenting his grievance complaint to his supervisor, in writing and signed, on the designated form within ten (10) working days of the occurrence complained of, or within ten (10) work days after he reasonably would be expected to know of its occurrence. Failure to present within ten (10) days will constitute an abandonment of the grievance. The complaint shall specify and document how the grievant has been aggrieved. The grievant(s) may be represented by a union shop steward whose appointment has been noticed to the Employer in accordance with the provisions of Article 5, A.2.
- b. The supervisor shall render a decision in writing within ten (10) work days after receipt of the grievance.

STEP 2:

- a. If satisfactory settlement has not been reached, the grievant shall present the grievance form previously filed and the decision of the supervisor, together with a written, signed request for reconsideration to the administrative supervisor within five (5) work days following the determination at Step 1. Failure to do so within the time specified will constitute abandonment of the grievance. The grievant may be represented by a union shop steward whose appointment has been noticed to the Employer in accordance with the provisions of Article 5, A.2.
- b. No new or additional allegations may be made at this or any Step than were made at Step 1.
- c. The administrative supervisor shall review the complaint and the supervisor's response and render a decision for or against the grievant within ten (10) work days after receipt of the complaint.

STEP 3:

a. If satisfactory settlement has not been reached, the grievant shall again present the grievance as filed at Step 1, the responses at Step 1 and Step 2, along with a written, signed request for reconsideration to the Director within five (5) work days following the determination at Step 2. Failure to do so within the time specified will constitute abandonment of the grievance. The grievant may be represented by a union shop steward whose appointment has been noticed to the Employer in accordance with the provisions of Article 5, A.2.

b. The Director or his designee shall review the complaint and the supervisor's response and render a decision for or against the grievant within ten (10) work days after receipt of the complaint.

STEP 4:

- a. Should the grievant disagree with the decision of the Director, or his/her designee, the aggrieved may, within five (5) work days, submit the original grievance and responses to the Board, via the Clerk of the Board, together with a written, signed request that the matter shall be at Step 4. Failure to submit within the prescribed time will constitute abandonment of the grievance.
- b. The grievant may be represented by a Union Shop Steward, or an officer of Local 1035, or by a paid representative of the Union. Should the representative wish to make an oral presentation, it shall be made in the following form to the Board's Personnel Committee prior to the Board meeting at which the grievance is scheduled on the agenda:
 - i. Only the representative, upon request to the Clerk of the Board, will be permitted to come before the Personnel Committee and make an oral presentation for a maximum period of five (5) minutes.
 - ii. The Personnel Committee may question the representative, if desired, after the representative's oral presentation.
 - iii. In exercising this provision, all parties will confine their statements to the specific matter of the grievance and the record established through Step 3.
- c. The grievance will be placed on the agenda of the next regularly scheduled Board Meeting subsequent to the oral presentation if requested; if it is submitted to the Clerk of the Board by the first work day of the month of meeting, or at the regularly scheduled Board Meeting in the subsequent month if submitted after the first work day of the month.
- d. The Board shall review the complaint and the responses of the supervisor, the administrative supervisor and the Director or his designee and the recommendation of the Personnel Committee. The Board will render its decision within eight (8) days after the Board meeting at which the grievance was reviewed.
- e. A Board decision on non-contractual grievances shall be final.

STEP 5:

- a. Any unresolved contractual grievances (as defined in B.1., Definitions above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of the Merit System Board, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within fifteen (15) working days after the receipt of the Board's decision.
- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Merit System Board. 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. Where the grievance involves an alleged violation of individual rights specified in Civil Service law and rules for which a specific appeal to the Merit System Board is available, the individual may present his complaint to the Merit System Board directly. The grievant may pursue either the Merit System Board procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.
- d. The arbitrator will be selected on a case-by-case basis from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedure of the Public Employment Relations Commission.
- 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 Board of Social Services, the Union, and the grievant or grievants 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 he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Board of Social Services 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 decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of 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 by 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 his selection and shall issue his decision within thirty (30) days after the close of the hearing.
- Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.
- m. At Step 5, the grievant may be represented by a Local Union Representative and/or an International Representative of the Union or both. In addition, the grievant may be represented by counsel. Only one person, however, shall act as spokesperson for the grievant.

COMMUNICATIONS

A. Employer to Provide Minutes

The Employer shall provide the Union with copies of minutes of public meetings held by the Board of Social Services as soon as they are prepared, with all references to the Board of Social Services clients deleted therefrom.

B. Attendance at Board Meetings

Two (2) members of the Board of Social Services staff, on a rotating basis, as assigned by the Director, may attend the regular monthly meeting of the Board of Social Services.

C. Orientation of New Employees

Time shall be allocated for an authorized Union representative to explain the contents and benefits of the CWA affiliation, not to exceed one-half (1/2) hour to all new employees during the Board of Social Services formal orientation program for new employees.

D. Monthly Meetings

To further harmonious labor relations, there shall be a monthly meeting between the Director or his designee and representatives from each bargaining unit (2 from the non-supervisory unit and 1 from the supervisory unit) as designated by the Union; however, the Union will make every effort to have 1 representative from direct service staff (Social Work, Income Maintenance, CSP, Training) and 1 representative from support service staff (Clerical, Fiscal, Document Control). The meetings are to facilitate and improve communications between management and employees concerning personnel policies. These meetings shall be no longer than one (1) hour in duration. Meetings shall not be used to discuss or handle grievances as such matters shall be processed through the grievance procedure.

GENERAL PROVISIONS

A. The Agreement

This Agreement constitutes the complete and final understanding of the parties during the term thereof.

B. <u>Separability and Savings Clause</u>

If any provision of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

C. Use of Certain References

All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

J. All References to the New Jersey Department of Personnel or Civil Service

All references to the New Jersey Department of Personnel or Civil Service are to be construed as the Department and/or the Merit System Board.

EDUCATIONAL LEAVE AND ASSISTANCE

Subject to the availability of funds, the Board of Social Services agrees that it will provide, during the term of this Agreement, a staff development and education program based upon policies existent, or policies as the Board may adopt or amend as recommended by the Staff Development Committee.

EMPLOYEE EVALUATIONS

I. PERFORMANCE STANDARDS

- A. The Employee Performance Evaluation and Improvement System (EPEIS) is the formal evaluation system adopted by the Hunterdon County Board of Social Services.
- B. Annually, each employee will be given written Performance Standards prepared by the Employer, which prescribe the duties of the employee and the standards by which those duties are to be performed.

Prior to signing the acknowledgement of the Performance Standards, the employee shall be given the opportunity to discuss performance standards with the supervisor. This shall in no way prohibit the employee from making suggestions nor in any way obligate the supervisor to modify the Performance Standards.

Each employee must then sign the document indicating that the employee understands the duties, standards and criteria of performance expected. This procedure must be completed by the beginning of the evaluation period.

- C. In accordance with II and III, herein, each employee shall be evaluated by supervisory personnel to determine the employee's conformance or non-conformance with the terms of the Performance Standards.
- D. Employees who have conformed with the Performance Standards will be evaluated as satisfactory and will be given the negotiated salary increase as set forth in Article 9.
- E. Employees who have not conformed with the Performance Standards will be evaluated as unsatisfactory and will not be given the negotiated salary increase as set forth in Article 9.

II. FREQUENCY OF EVALUATION CONFERENCES

- New Permanent Employee monthly for the first year of employment.
- Employees in working test period monthly with final written recommendation to retain or discharge prior to the end of the test period.
- Provisional Employees monthly.

- 4. Newly Promoted Employees monthly for the first six months.
- All others quarterly.

If an employee is promoted or transferred to another supervisory unit within the agency, the following applies:

- 1. The supervisor of the unit the employee is leaving completes a final summary evaluation of the employee (this may be the recommendation for promotion) and forwards it within 15 days of the employee's departure to the employee's new supervisor and Administration.
- 2. A new Performance Standards Document is prepared and a copy is forwarded to the Administration.

III. FORMS TO BE COMPLETED:

- The Non-Managerial Performance Standards Document the form designating the employee's duties, standards and criteria for performance.
- 2. The <u>Managerial and Supervisory Performance Standards Document</u> the form designating the duties, standards, criteria and degree of authority conferred for performance of supervisors and managers.
- 3. Quarterly Evaluation Summaries due by the 15th of the month following the quarter:

January - March due April 15

April - June due July 15

July - September due October 15

October - December due January 15.

- 4. The Performance Certification and Salary Increase Recommendation
 - completed once a year, prior to October 15.
- NOTE: A copy of these forms is placed in each employee's personnel file. Whenever the Performance Standards Document is updated as duties, standards and criteria for performance change, an updated copy reflecting the changes is to be placed in the personnel file.

A Performance Standards Document must be prepared for each employee on the appropriate form at the beginning of each new yearly evaluation period. The form should indicate the employee's name, title, unit, SSN, evaluation period, date of acknowledgement, any changes in the employee's duties of responsibilities. The acknowledged Performance Standards

Document is to be forwarded to Administration no later than 15 days after the beginning of the new evaluation period.

At the end of each quarter during the evaluation period the supervisor is required to complete a <u>Quarterly Summary of Performance Evaluation Conferences</u> report which indicates the employee's performance rating for that quarter. This form is signed by the employee and forwarded to Administration no later than January 15th, April 15th, July 15th and October 15th of each year.

At the completion of the yearly evaluation period the supervisor is required to complete a <u>Performance Certification</u> and <u>Salary Increase Recommendation</u> form on each employee being evaluated. This form is submitted to Administration with the 4th and final <u>Quarterly Summary of Performance Evaluation</u> Conferences report.

Time frames may be extended by mutual agreement between the employee and the Employer's representative for extraordinary circumstances.

IV. EMPLOYEE APPEAL OF THE EVALUATION

If an employee disagrees with an evaluation, s/he should indicate what and why, in writing to the supervisor within 10 days of receiving the Quarterly Summary of Performance Evaluation report. The supervisor will forward the written statement to the Administrative Supervisor, who will review the evaluation to determine its propriety. A response will be given in writing within 10 days. An appeal of the Administrative Supervisor's decision may be made by the employee to the Director within 10 days of receipt. The Director's decision on the matter is final, except that grievances arising out of penalties described in VI, herein (except corrective actions) shall be processed according to the contractual grievance procedure.

V. CORRECTIVE ACTION PLAN

If an employee is rated unsatisfactory in any quarter, a Corrective Action Plan must be developed (see exceptions below) in detail: the reasons for the unsatisfactory performance; if training or retraining is needed to correct the deficiencies; what the supervisor will do; what the employee will do to improve performance; the time period (3 months maximum) by which the improvement must be achieved and maintained. The Corrective Action Plan must be completed with the Quarterly Summary.

In the event the Corrective Action Plan requires training outside the agency, such training will be noted in the Corrective Action Plan but the date of the training need not be specified if it is unknown. If the training cannot be scheduled early in the next quarter, due consideration of this delay will be given in the next evaluation(s).

The Corrective Action Plan, subject to Administrative review and approval, must be signed by the supervisor and the employee. The plan will be unacceptable if it shifts the burden for satisfactory performance from the employee to the supervisor.

During the corrective action period, evaluation conferences are to be held biweekly to monitor progress (unless the task(s) needing correction are only performed monthly, in which case the meetings shall be monthly).

A final summary of results is to be written by the supervisor specifying what performance has or has not been satisfactorily improved.

Exceptions: An employee who has had an unsatisfactory quarterly evaluation, and then rates another unsatisfactory evaluation in the next 12 months, may not be provided further corrective action planning. The supervisor, in consultation with the Administration, may determine that in lieu of a Corrective Action Plan, a disciplinary action would be more appropriate.

VI. PENALTIES FOR UNSATISFACTORY PERFORMANCE

In addition to possible disciplinary action which may be imposed for failure to perform satisfactorily, i.e., nonconformance to standards, the negotiated salary increase will not be given whenever two or more quarters are determined to be unsatisfactory in an evaluation year. Restoration of any increase withheld is not automatic.

VII. EVALUATION PERIOD

Effective for the January 1, 1994 salary increases, the evaluation period shall run from October 1, 1992 through September 30, 1993. For employees whose anniversary date was not January 1 as of January 1, 1993, the evaluation period shall run from January 1, 1993 through September 30, 1993. Thereafter the evaluation period shall run from October 1 through September 30 for everyone.

DURATION OF AGREEMENT

Except as otherwise provided herein, the terms and effects of this Agreement shall be in force commencing January 1, 1992 and shall remain in effect in full force through December 31, 1994. The parties agree to begin negotiating for a successor Agreement no later than September 15, 1994.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the date first above written.

COMMUNICATIONS WORKERS
OF AMERICA (CWA), LOCAL 1035

Louis M. McClintock, President

HUNTERDON COUNTY BOARD OF SOCIAL SERVICES

Richard C. Reilly, Chairman

ATTEST:

Secretary

COMMUNICATIONS WORKERS OF AMERICA, INC.

John Loos, International Representative HUNTERDON COUNTY BOARD OF SOCIAL SERVICES,

COMMUNICATIONS WORKERS OF AMERICA NEGOTIATING COMMITTEE

Delie Klesat, Employee

Representative

Eta Roehm, Employee

Representative

APPENDIX I

A. Promotions and Reclassifications

Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one full increment (two half increments) of the present salary range plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.

B. <u>Demotions and Appointments to Lower Paying Job Title</u>

Any employee who is demoted or being appointed to another title with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one full increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned. Another acceptable procedure would be to reconstruct the employee's salary on the basis of the employee's previous employment record.

C. <u>Layoffs</u>

If an employee accepts a demotion in lieu of a layoff, the salary shall be determined as indicated in (B) above.

Grievance Report #:

COMMUNICATIONS WORKERS OF AMERICA HUNTERDON COUNTY BOARD OF SOCIAL SERVICES

	Job Title
Date of Employment	
Unit	
Date of Incident	Supervisor
Describe Facts which are the bas	is of the grievance:
,	
·	
Applicable contract provision.	policy, practices, State, Federa
Applicable contract provision, p	
Law or Civil Service policy: Date grievance filed	
Law or Civil Service policy: Date grievance filed Steward's Name Processing Case	
Law or Civil Service policy: Date grievance filed	
Law or Civil Service policy: Date grievance filed Steward's Name Processing Case	
Law or Civil Service policy: Date grievance filed Steward's Name Processing Case	
Law or Civil Service policy: Date grievance filed Steward's Name Processing Case	
Law or Civil Service policy: Date grievance filed Steward's Name Processing Case	
Law or Civil Service policy: Date grievance filed Steward's Name Processing Case	
Law or Civil Service policy: Date grievance filed Steward's Name Processing Case State relief requested Additionally, attach any document	

SCHEDULE A

TITLE	RANGE
Account Clerk	5
Clerk Transcriber	6
Clerk Typist	5
Income Maintenance Specialist	19
Income Maintenance Technician	13
Income Maintenance Worker	17
Investigator, CWA	18
Principal Account Clerk	12
Principal Clerk Transcriber	12
Principal Clerk Typist	12
Principal Data Entry Machine Operator	12
Senior Account Clerk	9
Senior Account Clerk (Typing)	9
Senior Clerk Transcriber	9
Senior Clerk Typist	. 9
Senior Data Entry Machine Operator	9
Senior Receptionist, Typist	9
Social Service Technician	13
Social Worker	1 0

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25,548	24,331	23,172	22,069	12.13	11.55	20,017	11.00	19,064	10,724	10.29	17,832	9.80	16,583	9.33	16, 174	8.89	15,404	8.46	14,670	8.06	13, 971	7.68	13,366	7.31	12.672	6.36	12,069	6.63	11,494	6.32	10,947	6.01	10,426	5.73	STEP 1
26,825	25,548	24,331	23,172	12,069	12.13	21,018	11.55	20,017	17,000	10.80	18,724	10.29	17,832	9.80	16,983	9.33	16,174	8.89 8.89	15,404	8 46	11,670	8.06	13,971	7.68	13,306	7.31	12,672	6.96	12,069	6.63	11,494	6.32	10,947	6.01	STEP 2
15.44 28,102	26,765	25,490	24,275	13.34	12.70	22,019	12.10	20,970	(3 1 4¢e¹o7	11.32	19,616	10.78	18,681	10.26	17,792	9.78	16,911	9.31	16, 138	8.87	15,369	2	14,636	8. 2	13,340	7.66	13,275	7.29	12,644	6.95	12,041	6.62	11,468	6.30	STEP 3
16.14 29,379	27,982	26,649	25,378	24, 1/1 13.94	13.28	23,020	12.65	21,923	12 65	; = : ::::::::::::::::::::::::::::::::::	20,508	11.27	19,530	10.73	18,601	10.22	17,714	9.73	16,872	9.27	16,068	8. 8 3	15,301	8.41	14,574	8.O	13,878	7.63	13,219	7.26	12,588	6.92	11,989	6.59	STEP 4
16.84 30,656	29,199	27,808	26,481	25, 222	13.86	24,621	13.20	22,876	12 (1	12.35	21,400	11.76	20,379	11.20	19,410	10.66	18,484	10.16	17,606	9.67	16,767	9.21	15,966	8.77	15,208	8 36	14,481	7.96	13,794	7.58	13, 135	7.22	12,510	6.67	STEP 5
31,933	30,416	28, 967	27,584	26, 273 15, 16	11.11	25,022	13.75	23,829	12.09	12.88	22,292	12.25	21,228	11.66	20,219	=	19,254	10.58	18,340	80 <u>.</u> 01	17,456	9.60	16,631	9.14	15,842	8.70	15,084	8.29	14, 369	7.90	13,682	7 52	13,031	7.16	81EP 6
18.25 33,210	31,633	30,126	28,687	15.76	15.01	26,023	14.30	24, 762	13 60	13.37	23, 184	12.74	22,077	12.13	21,028	11.55	20,024	11.00	19,074	10.48	18, 165	9.98 88	17,2%	9.50	16,476	9.05	15,687	8.62	11,944	8.21	14,229	7.82	13,552	7.45	STEP 7
18.95 34,487	32,850 32,850	31,285	29,790	28,375 16.37	15.59	27,024	14.85	25,735	917 427	13.89	24,076	13.23	22,926	12.50	21,837	12.00	20,794	11.43	808,61	10.68	18,864	10.36	17,561	9.87	17,110	9.40	16,290	8.95 9.55	15,519	53	14,776	8.12	14,073	7 73	8 431S
19.65 35,764	34,067	32,444	30,893	29,426 16.97	16.17	29,025	15.40	26,688	717 '07	14.40	24,968	13.72	23,775	13.66	22,646	12.44	21,564	11.85	20,542	11.29	19,563	10.75	18,626	10.23	17,74	9.15	16,893	9.28	16,094	8. 8.	15, 323	8.42	14,594	8 02	e daus
20.35 37,041	35,284	33,603	31,996	17.58	16.75	29,026	15.95	27,541	15 14	14.92	25,860	14.21	24,624	13.53	23,455	12.89	22, 334	12.27	21,276	11.69	20, 262	11.13	19,291	10.60	18,378	10.10	17,4%	9.61	16,669	9.16	15,870	8.72	15,115	8.30	OI 431S

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64,558	35.47	61,484	33.78	58,556	32.17	55,768	30.64	53,112	29.18	50,583	27.79	48, 174	26.47	45,860	25.21	43,695	24.01	11,611	22.86	39,632	21.78	37,745	20 74	35,948	19.75	34,236	18.81	32,606	17.92	31,053	17 06	29,574	16.25	28, 166	15.48	26,825	14.74
67,786	37.25	64,558	35.47	61,484	33.78	58,556	32.17	55,768	30.64	53,112	29.18	50,583	27.79	48,174	26.47	45,880	25.21	43,695	24.01	41,614	22.86	39,632	21.78	37,745	20.74	35,948	19.75	34,236	18.81	32,606	17.92	31,053	17.06	29,574	16.25	28.166	15.48
71,014	39.02	67,632	37.16	64,412	35.39	61,344	33.71	58,424	32.10	55,641	30.57	52,992	29.12	50,468	27.73	68,065	26.41	45,776	25.15	43,5%	23.95	41,519	22.81	39,542	21.73	37,660	20.69	35, 8 66	19.71	34, 159	18.77	32,532	17.87	30, 982	17.02	29,507	16.21
74,242	10.79	70,706	38.8 5	67,340	37.00	64,132	35.24	61,080	33.56	58, 170	31.96	55,401	30.44	52,762	28.99	50,250	27.61	47,857	26.30	45,578	25.04	13,106	23.85	41 ,339	22.71	39,372	21.63	37,496	20.60	35,712	19.62	34,011	18.69	32,390	17.80	30,848	16.95
77,470	42.57	73,780	10.51	70,268	38.61	66,920	36.77	63,736	35.02	60,699	33.35	57,810	31.76	55,056	30.25	52,435	28.81	49,938	27.44	47,560	26.13	45,293	24.89	13,136	23.70	41,084	22.57	39,126	21.50	37,265	20.48	35, 490	19.50	33,798	18.57	32,189	17.69
80,698	14.34	76,854	42.23	73,196	10.22	69,708	38.30	66,392	36. 48	63,228	34.74	60,219	ಚ	57,350	31.51	54,620	30.01	52,019	28.58	49,542	27.22	47,180	25.92	44,933	24.69	12,796	23.51	40,756	22.39	38,818	21.33	36, 969	20.31	35,206	19.34	33,530	18.42
83,926	16.11	79,928	43.92	76, 124	₹ 83	72,496	39.83	69,048	37.94	65,757	36. 13	62,628	34.41	59,644	32.77	56,805	31.21	54,100	29.73	51,524	28.31	49,067	% %	46,730	25.68	44,508	24.45	42,386	23.29	40,371	22.18	38,448	21.13	36,614	20.12	34,871	19.16
87, 154	47.89	83,002	45.61	79,052	13.44	75,284	\$ 1.36	71,704	39.40	68,286	37.52	65,037	35 . 73	61,938	34 O3	58,990	32.41	56,181	30.87	53,506	29.40	50,954	28.06	48,527	% %	46,220	25.40	44,016	24 18	41,924	23 22	39,927	21.94	38,022	20.89	36,212	19.90
90,382	49.66	Bō, 076	47.29	81,980	45.04	76,072	42.90	74,360	40.86	70,815	38.91	67,446	37.06	64,232	35.29	61,175	33.61	58,262	32.01	55,488	30.49	52,841	29.03	50 324	27.65	47,932	26.34	15,646	25.08	43,477	23.89	41,406	22.75	39, 430	21.66	37,553	26.63
																						54,728	30.07	52, 121	28.64	49,644	27.26	47,276	25.96	45,030	24.71	42,889	23.56	40,838	22.4	38,89	21.37

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14.86 27,037	14.15 25,750	13.47 24,524	23,35)	22,245	12.22) I	20,176	3	19.814	16,671	10.37	17,973	9. 88	17,117	9. 4	16,341	*	15,524		8.12	¥,080	7.74	5 / S	12,772	7.02	12. 164 164	£	282,11	6.37	11,034	<u>چ</u>	STEP 1.5
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15.58 28,356	14.84 27,006	14.13 25,720	24,4%	23,331	12 82	12.21	21,160	- C3	20.786	11.42	14.87	18,849		17,953	%	17,097	9.39	¥ .		1.52	14,766	# E		13,394	7.36	12,758	7.01	12,149	£	11,572	د د د	TEP 2.5
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16.30 29,673	15.53 28,262	14 79 26,516	25,633	24,417	13.42	12.78	22,144	12.17	21 746	11 95	3 1 38	13,725	26.02	18,789	<u>ಕ</u>	17,893	<u>ح</u>	17.040	16,228	8.92	15,452	8		14,616	7.70	13,352	1.32	12,713	9	12,110	29.9	1EP 3.5
16.67 30,332	15.87 28,896	15.12 27,514	26, 202	24,960	13.71	33.86 33.86	22,636	12.4	22, 229	22	12.63	20,163	# #	19, 207	5 %	18,291	5.05 20.05	17,419	16,589	9.11	15,795	8.58	8.27	11,32	7.87	13,649	7.50	12,995	7.14	12,379	6 8	431S
17.03 30,991	16.22 29,518	15.45 28,112	14.71 26,771	25,503	14.01	13.34	23,128	12.71	22.712	12.49	31. 89	20,601	11.32	19,625	10.78	18,689	10.27	17.7%	16,950	9.31	16, 138	9.87		1,63	2	13,546	~ %	13,277	7.36	12,648	26.5	TEP 4.5
17.39 31,65 0	30,146 30,146	15.77 28,710	27,340	26,046	14.31	31 SE	23,620	12.58	23.195	12 74	12.14	21,039	 ₩	20,043	11.61	19,087	10.69	18,177	17,311	9.51	36,481	9.83	8.63	12,549	8.21	14,243	7.83	13,559	5	12,917	7.16	\$ 43 LS
17.75 32,309	16.91 30,774	29,368 01 81	27,999	26,589	14.61) 13.91	24,112	13.25	23 679	13 01	12.39	21,477	 88	20,461	1.24	19,485	10 71	18.556	17,672	9.71	16,824	9.24		15,260	æ æ	11,540	 -3	13,84	<u>-</u> 2	13,186	7.25	TEP 5.5
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18.48 33,627	17.60 32,030	16.76 30.50d	29,047	27,675	15.21	14.4 1	25,096	13.79	24.644	13 54	12.50 12.50	22,353	12.28	21,297	۲. ۲.	20,281	=	19.314	18,394	16.11	17,510	9.62	9.16	15,882	8.73	15,134	6,32	11,105	7.91	13,724	·	STEP 6.5
34,286 34,286	17.94 32,65 8	17. 89 31,102	25,616	26,218	15.50	14. X	25,588	2	25.121	13 81	3 13.15 \$1.15	22,791	12.52	21,715	= ස	20,679	=	19,693	18, JS	10.30	17,853	9.82	 	16,193	8.90	15,431	æ .	14,687	9	13,993	7.69	STEP 7
19.20 34,945	18.29 33,286	17.42 31,700	301,06	28,761	15.80	35.05	26,084	14.33	× 610	14 07	13.40	23, 229	12.76	22,133	12 16	21,077	- 5	20.072	19,116	¥.5	18, 194	8	3 9.52	16,504	9.07	15,728	œ	14 569	2	282,11	7 84	STEP 7.5
15.56 35,604	18.63 33,914	17.75 32,28	36,754 36,754	29,304	16.16	3 <u>5</u>	26,572	2	× ,	74,601	13.65	23,667	13.8	22,551	12 33	21,475	2	20.45	19,477	10.70	18,539	¥ .	9.70	16,815	9.24	16,025	2	15, 261	æ	¥ 53		STEP 8 S
36,263 36,263	18.98 34,542	32,896 32,896	31,323	25,647	15.40	, , ,	27,064	14.87	X 5.7	116,67	13.91	24,105	13.24	22,969	₹ 2.	21,673	2	20.00	19,838	10.90	10 ,	10.37		17,126	9. <u>41</u>	¥,322	6.97	15.533	<u>ج</u>	1.86		STEP 8.5
20.29 36,922	19.32 35,174	33,494 61.81	31,892	30,390	16.70	35. %	27,554	15.14	77.050	10.77E	1.16	24,543	13.49	23,387	12.85	2,21	12.24	21.269	20,195	11.14	19,225	10.56	, 5 , 5	17,437	. Se	619.31	9 13	15.B15	66	15.069	•	STEP § S
20. 65 37,581	19.67 35,798	18.73 34,852	32,461	30,533	17.00	2 E	28,048	15.41	27.542	15.13	1 1	21,981	13.73	23,805	13.88	22 69	12.46	21,568	20,560	11.30	19,568	10,542	10.24	17,748	9.75	16,916	9 29	16.097	eo :			STEP 9 5
21.01 38,240	28.91 36,426	19.06 34,690	33,630	31,476	17.29	36 .17	28,540	15.68	28 025	15 40	14.67	25,419	13.97	24,223	13.31	23,067	12 57	21.567	20.921	11.50	19,911	10 94	5 42	650,81	9.92	17.213	9.46	i6 379	8	15.607	e :	01 4315

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