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AGREEMENT BETWEEN

BURLINGTON COUNTY WELFARE BOARD

and the

COMMUNICATION WORKERS of AMERICA

X July 1, 1983 - June 30, 1986

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SIGNATURE PAGE

PREAMBLE

This agreement, effective July 1, 1983 through June 30, 1986, for a period of three (3) years, is entered into by and between the Burlington County Welfare Board (hereinafter referred to as the "Employer") and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union").

The purpose of this Agreement is to promote harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment.

The Employer agrees to distribute this Agreement to all members of the bargaining unit.

ARTICLE I

RECOGNITION

1. In accordance with certification by the State of New Jersey Public Employment Relations Commission Docket Number RO-54, The Welfare Board recognizes Local 1086 of the Communications Workers of America, AFL-CIO as the exclusive collective negotiations agent for employees serving in the following titles:

Accountant	Secretarial Assistant
Account Clerk	Paralegal Specialist
Building Maintenance Worker	Principal Clerk Bookkeeper
Building Service Supervisor	Principal Clerk Typist
Clerk	Receptionist
Clerk Bookkeeper	Records Retrieval Operator
Clerk Transcriber	Senior Account Clerk
Clerk Typist	Senior Clerk
Clerk Typist Bilingual - Spanish-English	Senior Clerk Typist
Data Control Clerk	Senior Data Control Clerk
Data Control Clerk Typing	Senior Data Control Clerk Typing
Income Maintenance Specialist	Senior Data Entry Machine Operator
Income Maintenance Technician	Senior Mail Clerk
Income Maintenance Worker	Senior Microfilm Operator
Investigator, Co. Welfare Agency	Senior Receptionist
Legal Stenographer	Social Service Aide
Messenger	Social Service Technician
Office Appliance Operator	Social Worker
Data Entry Machine Operator	Stock Clerk
	Telephone Operator Receptionist
	Social Service Specialist

2. The following titles are excluded from the collective negotiations unit:

Administrative Secretary, County Welfare Agency	Legal Assistant, County Welfare Agency
Administrative Supervisor of Income Maintenance	Personnel Assistant
Assistant Administrative Supervisor of Income Maintenance	Personnel Officer
Assistant Training Supervisor County Welfare Agency	Secretarial Assistant to the Director
Associate Counsel	Social Work Supervisor
Counsel, County Welfare Agency	Supervising Clerk
Deputy Director of Welfare	Supervising Clerk Bookkeeper
Director of Welfare	Supervising Telephone Operator
Fiscal Officer	Supervisor of Administrative Services
Income Maintenance Supervisor	Supervisor of Property and Resources
	Training Supervisor, County Welfare Agency

3. This Article shall not preclude the abolishment of titles or categories nor the adoption of new titles or categories by the Board.
4. Any title or category adopted or abolished by the Board will be subject to negotiation as to inclusion in or exclusion from the bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

1. All the powers, rights, prerogatives, duties, responsibilities and authority that the Employer had prior to the signing of this Agreement are retained by the Board except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to public policy nor any laws of the State of New Jersey, any rules, regulations or directives promulgated by the State Division of Public Welfare.
  
2. It is agreed that the above recited management rights are not subject to the grievance and/or arbitration procedures set forth in Article VI hereof.

### ARTICLE III

#### DUES AND REPRESENTATION FEE CHECK OFF

1. In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from each pay period, the established Union dues. It is further agreed that the Board shall remit such deductions to the Union prior to the 10th day of the month following the month for which such deduction is made. Dues shall be (2) hours pay per month based on forty (40) hour work week or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made.
2. The Employer further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it related to the Agency Shop provisions, from the pay of each bargaining unit employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee equal to 50% of the Union dues as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employees. However, in the event of rehire, such dues shall commence after thirty (30) days of date of rehire.
3. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained in accordance with section 3 of P.L. 1979, Chapter 477, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or caused of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collecting negotiations and contract administration or to secure for the employees represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of any of the above deductions.
4. The Employer further agrees to deduct, upon receipt of a duly executed authorization, CWA COPE contributions and remit to the Union.

### ARTICLE IV

#### SENIORITY

1. Seniority which is defined as continuous employment with the Employer from date of last hire, will be given due consideration by the Welfare Board in accordance with Civil Service regulations.
2. In considering employees for promotion to job classifications having a higher rate of pay, the Employer will not discriminate against any person in accordance with Civil Service Rules and give due consideration to experience, ability, aptitude, attendance, physical condition and results of Civil Service examinations. When all of the aforementioned items are substantially equal, seniority will be the deciding factor.

ARTICLE V

HOURS OF WORK

1. The normal work week shall consist of thirty-five (35) hours per week. There shall be a minimum of two shifts. The building maintenance staff shall be excluded from the normal shift schedule. Exceptions to the normal shift schedule may be made in emergency situations. Shift changes shall be announced at least two (2) weeks in advance of occurrence.

2. Overtime Pay:

When, by reason of the pressure of official business, an employee is authorized and required to work overtime, which is defined as hours or any fraction thereof, accrued in excess of the normal 35 hour work week, the employee is entitled to receive cash compensation or compensatory time, at the employers option, for work performed beyond 35 hours in any given work week at a rate of 1½ times the regular rate at which he is employed; provided that the employee is in a pay status for the entire 35 hour work week. Except in cases of emergency, an employee shall be informed, prior to working overtime, what form of compensation he/she shall be awarded. Compensatory time may be accrued up to a maximum of thirty-five hours and must be used within three (3) months of the date earned. Should the compensatory time not be used within three months, the employee shall be issued a cash payment for any unused compensatory time.

3. Should the employee be required to work on a holiday he will receive his normal days pay for the holiday in addition to the overtime rate of 1½ times the regular rate.

4. Skeletal crew coverage owing to emergency situations shall be compensated by compensatory time on an equal basis of time off for time worked.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

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



3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by the agreement.
- 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 Employer, which shall be processed up to and including the Welfare Board, with both parties having the option of non-binding arbitration prior to the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance".
  3. The term "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Union.
  4. Nothing in this Agreement shall be construed as permitting negotiation of the standards or criteria for employees performance.
- C. Presentation of a Grievance: The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant, a Union representative and a Union recorder, both of whom shall be an employee of the Employer.
- D. Grievance Procedure:

Step 1

The grievant and his/her Union Shop Steward shall present the employee's written grievance or dispute within fifteen (15) working days of its occurrence or within fifteen (15) working days after he would reasonably be expected to know of its occurrence, to the appropriate supervisor. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The Supervisor shall schedule a hearing within ten (10) working days of receipt of the grievance and shall render a decision in writing to the grievant within ten (10) working days of the hearing.

Step 1 may be waived by mutual agreement between the parties.

Step 2

If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative who is the Shop Steward or Local Union Officer, to the Director or his/her designee within ten (10) working days of the written response from Step 1. The Director or his/her designee shall hold a hearing within ten (10) working days of the request for the hearing and render a decision within ten (10) working days of the hearing.

Step 3

- a. Should the grievant disagree with the decision of the Director of his/her designee, the aggrieved may, within five (5) working days, submit to the Welfare Board, a statement in writing and signed as to the issues in dispute. In the event the grievant files his/her statement with the Welfare Board at least ten (10) working days prior to the Welfare Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten (10) working days before a Welfare Board meeting may be heard by the Welfare Board at the meeting or, at the Welfare Board's discretion, placed on the agenda for the following meeting. The Welfare Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Welfare Board. The grievant may be represented by a Local Union Officer, the International Union Representative, or both. The Board will render its decision within ten (10) working days after the Board meeting at which the matter has been reviewed. If the Board decision involves a non-contractual grievance, the decision of the Board shall be final. Provided however, before a grievance is taken to the Board either party may request arbitration as outlined in Step 4 or this Agreement, except that the arbitrator's decision shall be non-binding upon either party.
- b. A minority organization shall not present or process a grievance.

Step 4

- a. If no settlement of the grievance has been reached between the parties, the Union must file the request for arbitration with thirty (30) working days after the receipt of the Step 3 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 Civil Service. 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 involved an alleged violation of individual rights specified in Civil Service Law and Rules for which a specific appeal to Civil Service is available, the individual may present his/her complaint to Civil Service directly. The grievant may pursue the Civil Service 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.
- d. Should the Union wish to move a grievance to arbitration, the parties may have the option of selecting an arbitrator as follows:

1. by selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission; or
  2. by selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.
- 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. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the Civil Service Commission.
  - f. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the agreement and the referenced policies. 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. The decision shall be rendered within thirty (30) days of the hearing.
  - g. The cost of the arbitrator and his expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
  - h. 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.
  - i. The arbitrator may prescribe an appropriate back-pay remedy when he finds a violation of this Agreement, provided such a 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 Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this agreement.
  - j. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.
  - k. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.
  - l. There shall be no loss of pay for employees for time spent either as a grievant, witness, or Union Representative or Union Recorder, in any step of the grievance procedure.

- m. Employee grievances shall be presented on prepared forms. The grievance procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties in writing. It is understood that employees must sign their individual grievances.
- n. Grievance resolutions or decisions at Steps 1 through 3 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.
- o. The Union shall be allowed reasonable time off during working hours to investigate each grievance.

E. Discipline for Cause:

No employee shall be disciplined by discharge, reprimand, reduction in rank or compensation, deprivation or any professional advantage or any adverse evaluation of his/her professional services without just cause. Notwithstanding anything to the contrary set forth in this Agreement, and in accordance with N.J. Statutes Title 34: 13A-5.3, nothing in this Agreement shall be construed as permitting negotiations of the standards or criteria for employee performance. Any disciplinary action asserted by the employee, or any agent or representative thereof, shall be subject to the grievance procedure set forth in Article VI of this Agreement.

ARTICLE VII

HOLIDAYS

1. The following paid holidays shall be observed:

New Year's Day	Columbus Day (2nd Monday in October)
Martin Luther King Day	General Election Day
Lincoln's Birthday	Veterans Day
Washington's Birthday -	Thanksgiving Day
(3rd Monday in February)	Friday after Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Christmas Eve
Independence Day	
Labor Day	

2. Whenever any such holiday falls on a Sunday, the following day shall be the holiday and when any such holiday falls on a Saturday, the preceding day shall be the holiday.

3. Additional holidays as established from time to time by gubernatorial proclamation, and additional days which may be established by appropriate authority by rule, proclamation, or order in Burlington County as holidays for public employees.
4. The employee must be in a pay status (excluding employees on educational leave with pay) the work day before and work day after a holiday in order to be paid that holiday.

## ARTICLE VIII

### SICK LEAVE

#### 1. Definition

Sick leave means the absence of an employee from duty because of illness, injury, pregnancy, disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives living in the employee's household.

2. The current sick leave policy shall be continued during the life of this Agreement as follows:

- a. During the remainder of the calendar year in which a provisional or permanent employee is first appointed, that employee will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.

- b. Permanent and provisional employees, starting with the second calendar year of employment, shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used in accordance with established Employer policy.

#### 3. Temporary Employees

Temporary employees shall be granted sick leave with pay on the basis of one (1) day sick leave for each full month of service or major fraction thereof. Sick leave may be taken by each employee not exceeding the amount earned. They will be permitted to accumulate sick leave without limit.

#### 4. Part-Time Employees

Part-time employees shall receive sick leave on a prorated basis.

#### 5. All Employees

- a. Sick leave for absences of long duration must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a written statement by a physician prescribing the sick leave and giving the reason for the sick leave.

b. In all cases of illness, whether of short or long term, the employee is required to notify his/her superior of the reason for absence at 9:00 A.M. or as soon as possible thereafter on the first day of absence. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted whenever an employee is on sick leave for five (5) consecutive work days or more.

c. All sick leaves are subject to Administration and/or Board approval and, where appropriate, to approval by the Division of Public Welfare and the Department of Civil Service.

d. Each employee in the classified service who retires after July 1, 1981 from the Public Employee's Retirement System shall be entitled, upon retirement, to receive a lump sum payment for accumulated unused sick leave earned during continuous unbroken service since the most recent date of hire. This payment shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided however that no lump sum supplemental compensation payment shall exceed \$12,000. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.

#### ARTICLE IX

##### LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay may be granted, at the discretion of the Employer to permanent employees for any reason considered good by the Employer, for a period not to exceed six (6) months at any one time at the discretion of the Employer, subject to approval by the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon approval by the Department of Civil Service for reasons as established by Commission Regulations.
2. In all cases, a letter of request from the employee setting forth the reasons why the leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Employer. No leave of absence without pay shall become effective without prior approval by the Welfare Board and/or the Director of Welfare.
3. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced at the same rate earned for every full month of major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.
4. Employees shall not be granted leave of absence without pay to accept employment outside of the Welfare Board.

5. Provisional or temporary employees may be granted up to 60 days of leave without pay.
6. The State Health Benefits Program coverage of any eligible employee and of his dependents, if any, during any period of leave of absence without pay shall terminate on the last day of the coverage period for which premiums have been paid. However, the coverage of the employee and the employee's dependents may be continued by such employee, if the employee shall pay, to the employer, in advance, the total premium required for the employee's coverage and the coverage of the employee's dependents during such period of authorized leave of absence without pay and provided that no period of such continued coverage exceeds a total of nine months or 20 bi-weekly payroll periods.

#### ARTICLE X

##### VACATION LEAVE WITH PAY

1. Full time employees shall be granted vacation leave as follows:
  - a. One (1) working day for each month of service or major portion thereof during the first year;
  - b. After (1) year of service through (5) years of service, twelve (12) working days per year;
  - c. After five (5) years of service through twelve (12) years of service fifteen (15) working days per year;
  - d. After twelve (12) years of service through twenty (20) years of service, twenty (20) working days per year;
  - e. After twenty (20) years of service, twenty-five (25) working days per year.
2. Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the Employer or other county office provided there is no break in service of more than one week.
3. Where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, or other good cause, such leaves of absence or parts thereof not granted shall accumulate and shall be carried over to the next succeeding calendar year.
4. When vacation requests conflict, the employee with the most seniority shall be given preference of vacation time.

## ARTICLE XI

### PREGNANCY DISABILITY LEAVE AND CHILD CARE LEAVE

1. Pregnancy disability leave and child care leave shall be granted in compliance with Civil Service Regulations.
2. Leave without pay for permanent employees for this purpose shall be granted for a maximum of one (1) year upon written request in accordance with the provisions of Article IX, Provisionals and temporary employees will be granted leave for this purpose as indicated in Article IX, paragraph 5.
3. The appointing authority may grant to permanent employee fathers of newborn children and newly adoptive parents a leave of absence without pay for a period not to exceed six months at any one time. Such leaves of absence may be renewed for an additional period not to exceed six months only with the approval of the Welfare Board. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons established by Commission regulations.
4. Requests for pregnancy disability leave and/or child care leave shall be made in writing to the Welfare Director. Notification of pregnancy shall be given to the Welfare Director not later than the end of the sixth month of pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing.

## ARTICLE XII

### EDUCATIONAL BENEFITS

1. All employees with one year permanency with the Employer shall be entitled to reimbursement with prior approval of the Welfare Board for not more than fifteen (15) credit hours per calendar year to the extent of 100% of tuition in job related areas.

All Employees must show proof of enrollment and upon completion of course, must show proof of satisfactory completion of course (grade of "c" or better), to receive reimbursement. Rates, not to exceed those of Rutgers, the State University.

2. Basic adult education programs and GED program tuition costs shall be reimbursed at the rate of 100%. All employees must show proof of satisfactory completion, (grade "c" or better), in order to receive reimbursement. Rates are not to exceed those of Rutgers, the State University.
3. The method of the time lost from work in order to attend classes shall be determined by the Education Committee and shall not exceed 4 hours per week.
4. There shall be a Union representative on the Education Committee.
5. The Education Committee shall recommend the granting of educational leave where there is a limitation on the number of candidates for leave subject to approval by the Director. Seniority will be considered when all other things are equal.



6. Reimbursement to the employee shall be charged to the calendar year in which the credits are earned.

ARTICLE XIII

HEALTH INSURANCE COVERAGE

1. The Employer agrees to pay the designated cost for eligible employees and their dependents, in accordance with the definition of the insurance carrier, as follows:
  - a. Medical Insurance:
    - 1) Blue Cross and Blue Shield with Major Medical as provided by the New Jersey State Health Benefits Program, or
    - 2) The Health Maintenance Organization of New Jersey as provided by the New Jersey State Health Benefits Program, or
    - 3) Health Care Plan of New Jersey as provided by the New Jersey State Health Benefits Program.
  - b. Medical Insurance for all employees will be provided from the first day of the month following the completion of two (2) full months of continuous service with the employer. HMO and HCP are offered as alternative programs. If the cost of the coverage in the alternative plan exceeds the cost of the State Health Benefit Program, the additional premium shall be collected by payroll deduction from the employee.
  - c. Dental Plan coverage for full family to include orthodontic benefits as defined by the insurance carrier, New Jersey Dental Service Plan, Inc. Coverage will be provided from the first day of the month following the completion of three (3) full months of continuous service to the employer.
2. The Employer shall participate in the New Jersey State Disability Plan.
3. Any employee who retires from the Employer on a permanent job-related disability will receive continued medical and dental benefits until age sixty-five (65) or until Medicare coverage is granted.
4. Any employee who retires with twenty-five (25) years of service will continue to receive medical and dental benefits until age sixty-five (65) or until Medicare coverage is granted; or unless offered or provided by another Employer.

## ARTICLE XIV

### HEALTH AND SAFETY

Health and Safety is a concern of the Employer and the Union. The Employer and the Union mutually recognize the need for a safe and healthful work environment for all employees.

1. The Employer agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels and health and safety in general. The employer further agrees to comply with local, state and federal health and safety laws and regulations.
2. The Employer and the Union agree to the formation of a Health and Safety Committee comprised of three representatives from management and three representatives from the Union which will meet quarterly or as needed. The purpose of the Committee is to make recommendations to the Welfare Board concerning the improvement or modification of working conditions which represent hazards to the employees, clients, and to the property of the Board.
3. Either party shall give as prompt notice as can reasonably be given to the other upon discovery of a health hazard.
4. Pregnant video display terminal full-time operators shall, upon written request, be assigned duties not involving exposure to video display terminals. Such request shall constitute a waiver of out-of-title work as defined in Article XXI of this agreement.
5. The Employer agrees to pay the cost of annual ophthalmologic or optical eye examinations for full time VDT input operators upon proper voucher. The cost of corrective devices and/or treatment shall be the responsibility of the employee.

## ARTICLE XV

### PERSONAL LEAVE

1. Full time employees shall be credited with three (3) days of Personal Leave as follows:
  - a. New employees will earn one (1) personal day after each three (3) full months of continuous employment up to a maximum of three (3) days personal leave during the remainder of the calendar year following date of appointment.
  - b. After the first calendar year following date of appointment, employees shall be credited with three (3) days of personal leave.
2. Request for personal leave of absence must be approved in advance by the employee's immediate supervisor except in case of emergency, in which case, timely notice shall be considered the day the leave is requested.

3. Personal leave is granted for the purpose of conducting personal business which cannot be conveyed during normal off duty hours.
4. No employee shall be granted a personal leave day on the business day proceeding or following a paid vacation day or holiday, except in case of emergency or religious day, or in any other case without the prior approval of the Director or Deputy Director.
5. No personal leave shall be granted during the month of December except with the prior approval of the Director or Deputy Director, or in cases of emergency.
6. Personal leave days shall not be accumulated beyond the calendar year.

#### ARTICLE XVI

##### BEREAVEMENT

1. All employees shall be entitled to a maximum of three (3) days leave with pay each calendar year for death in the immediate family. The immediate family shall be defined as spouse, child, foster child, grandchild, parents, parents-in-law, brother, sister, grandparents and any other relative who resides in the home with the employee.
2. Unused bereavement leave days cannot be carried over into the next calendar year.

#### ARTICLE XVII

##### EVALUATIONS

Employees shall be evaluated annually. Merit Increments shall not be withheld due to the failure of a supervisor to complete evaluation in a timely manner.

1. Evaluation shall be made at least once each year for all employees who have worked at least three months during a rating period.
2. Each employee shall be notified of his performance evaluation and shall have the opportunity to review such evaluation and the supervisor shall confer with the employee regarding the evaluation.
3. Appeals on adverse (that is, "Needs Improvement" or "Unsatisfactory") performance evaluations shall be resolved through the grievance procedure. If the rating is a primary or contributing factor in future adverse action (that is, demotion, separation and so forth), the employee retains all rights to a formal hearing as provided in NJAC 4:1-5.

4. At the six month point between annual evaluations, the supervisor shall confer with the employee and advise the employee of his performance since the last evaluation and set goals for the next evaluation. However, where the performance of an employee is unsatisfactory, the Supervisor will confer with the employee at least once every three months and in doing such set forth the deficiencies noted during the respective evaluation period and the improvement goals required to achieve satisfactory performance. Both the supervisor and the employee must sign-off notice of six month conference. Failure of the employee to sign the evaluation notice shall not prevent the notice from becoming part of the employee's record.

5. Excused sick leave shall not have an adverse impact on evaluations. Under the provisions of NJAC 4:1-17.18(a)2, the Employer may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

6. During the working test period employees will be evaluated after two months and at the end of the working test period.

#### ARTICLE XVIII

##### VOLUNTARY SAVINGS PLANS AND CREDIT UNION FUNDS

1. Employees may enroll in a voluntary payroll deduction Federal Savings Bond Plan.
2. Employees may enroll in a voluntary credit union fund.
3. Applications for enrollment in voluntary savings plans will be made available through the Payroll Department.

#### ARTICLE XIX

##### ANNOUNCEMENT OF PROMOTIONAL JOB OPENINGS

1. Individual notices of promotional examination and application form shall be distributed to eligibles when so provided by the Department of Civil Service. In all other cases, announcements of promotional examination shall be posted on bulletin boards and published in employee bulletin form. In all cases, announcements will be furnished those employees on leave of absence and/or those employees visually impaired.
2. Notices of examination are subject to Civil Service regulations and shall include:
  - a. The title of the class for which the examination is to be held;
  - b. The salary rate of range;
  - c. A reference to duties and responsibilities;
  - d. Established minimum qualification requirements for admission of applicants;

- e. The parts and respective examination weights;
  - f. Information concerning the filing of applications.
3. Promotional vacancies to be filled on a provisional basis pending examination shall be posted on the employee bulletin board for a period of five (5) working days before the position is filled. The Union shall be notified of the appointment.

#### ARTICLE XX

##### TEMPORARY JOB REPLACEMENT

When the Employer decides that there is a need to fill a position which has become vacant on a temporary basis, the procedure will be as follows:

1. A qualified temporary appointee will be provided from the certified list of eligibles, if existing.
2. A temporary appointment is one which is made to a position for a period of not more than four months or for recurrent periods aggregating not more than four months in any 12 month period.

#### ARTICLE XXI

##### OUT OF TITLE WORK

If an employee works out of his/her classification at the request of the Employer for a period in excess of one pay period, he/she shall receive the rate of pay for that classification or the rate of pay for own classification, whichever is the higher, for the total number of hours worked outside his/her classification.

#### ARTICLE XXII

##### TRAINING

1. The employer agrees to maintain a qualified Training Supervisor to conduct training of newly appointed workers.
2. The employer agrees that there shall be an orientation period to properly train all new clerical personnel hired.
3. Time not to exceed thirty (30) minutes will be allocated at a training session for new employees to allow an authorized Union representative to explain the contents and benefits of a Union negotiated agreement and to discuss the benefits of Union affiliation.

4. Employees shall be made aware through a training session that services are available to them for alcohol, drug, gambling and stress related problems. A county referral system will be maintained by the Employer.
5. Upon completion of a formal training period the employee will be given a training evaluation which will become part of the personnel record.

ARTICLE XXIII

RECAPITULATION OF LEAVE

The Employer will issue a semi-annual recapitulation of accrued sick, vacation and personal leave during the months of January and July on an individual basis. All recapitulations are tentative subject to audit by the State of New Jersey.

ARTICLE XXIV

COMPENSATION

During the term of this agreement employees covered by this agreement shall be compensated as follows:

1. A one time 2% lump sum bonus payment based on salary as of December 31, 1983; not to be added to base salary. This is to be paid upon approval of this Agreement.
2. Effective January 1, 1984 employees salaries will be adjusted in range and step to compensation schedule 67 of Ruling 11 in effect January 1, 1984. (3% across the board).
3. Effective July 1, 1984 employees salaries will be adjusted to range and step to reflect a 3% across the board increase. ( Compensation schedule to be published.)
4. Effective January 1, 1985 employees salaries will be adjusted in range and step to reflect a 3% across the board increase. (Compensation schedule to be published.)
5. Effective July 1, 1985 employees salaries will be adjusted in range and step to reflect a 3% across the board increase. (Compensation schedule to be published.)
6. Effective January 1, 1986 employees salaries will be adjusted in range and step to reflect a 3% across the board increase. (Compensation schedule to be published.)

- 7. Effective July 1, 1985 a 9th step will be added to the compensation schedule for those who have been at the maximum step for a period of 18 months or more and will become policy thereafter.
- 8. All classified employees who are not at the maximum of their salary range and who have satisfactorily completed at least one year of continuous employment shall receive a merit increment based on the bi-weekly anniversary date system.
  - a. For those employees on the quarterly anniversary date system, a new anniversary date shall be assigned as follows:

<u>From Quarterly Date</u>	<u>To Bi-Weekly Date</u>	<u>Pay Period</u>
1 January 84	2 January 84	1/84
1 April 84	9 April 84	8/84
1 July 84	2 July 84	14/84
1 October 84	8 October 84	21/84

- b. Newly hired employees shall be assigned a bi-weekly anniversary date at the beginning of the pay period following the date of completion of one (1) year continuous employment.
  - c. In those situations in which personnel actions establish a new anniversary date for an employee, it will be assigned on the basis of the effective date of the personnel action in the same manner as indicated for newly hired employees.
- 9. A \$250.00 cash bonus payment shall be made on July 1st in the years 1984 and 1985 to employees being paid on the basis of Range 12 or below and who have at least one year of continuous service as of that date.
- 10. Advancement of Income Maintenance Technician to Income Maintenance Worker:
  - a. All employees in the title Income Maintenance Technician who have at least two (2) years of permanent status as Income Maintenance Technician as of January 1, 1984 and who have received satisfactory evaluations, shall be provisionally appointed to the title Income Maintenance Worker, pending Civil Service procedures, effective the pay period following final approval of this agreement.
  - b. All employees in the title Income Maintenance Technician who do not meet the criteria specified in paragraph 10a, above, shall, upon recommendation of the supervisor, be provisionally appointed to the title Income Maintenance Worker pending Civil Service procedures, effective the first day of the pay period following the date the employee has attained two (2) years of Permanent Status.

ARTICLE XXV

LONGEVITY

1. Longevity pay will be given each December 1st in a separate check to all classified Civil Service employees with more than five (5) years of continuous full-time service with the Board on that date, based upon date of hire as follows:

	<u>1984</u>	<u>1985</u>
5 years	2%	2.5%
10 years	3%	3.5%
15 years	4%	4.5%
20 years	5%	5.5%
25 years and over	6%	6.5%

2. Any eligible employee who retires during the course of the year will receive longevity payment on a monthly prorated basis. The same procedure will apply to an eligible employee who dies; such payment to be made to the estate of the deceased.

ARTICLE XXVI

USE OF PRIVATELY OWNED VEHICLES

No employee shall be compelled to use his privately owned vehicle to conduct agency business.

ARTICLE XXVII

PERSONNEL FOLDERS

1. No dual personnel records are to be kept unless otherwise required by law.
2. Each employee shall, upon request, have an opportunity to review his/her personnel folder.
3. Employees shall be given the opportunity to initial derogatory or negative file entries. Adverse material shall be retained in the file indefinitely; however, adverse material shall not be used in support of discipline after a period of fifteen (15) years from date of adverse material.



ARTICLE XXVIII

LEAVE FOR UNION ACTIVITIES

1. Union delegates will be afforded leave with pay to attend the following conferences, meetings or conventions:
  - a. Annual International CWA Conventions
  - b. District 1 CWA Conference
  - c. State CWA Conference
  - d. Legislative International CWA Conference
  - e. District 1 Council of Public Employees
  - f. Any other official Union meeting or training session which may be scheduled.
2. Written notice from the Union of the authorization of delegates to utilize such leave time shall be given to the Employer at least seventy-two (72) hours in advance of the date(s) of such absence. Notice of scheduled activities in paragraph 1 will be filed with the Employer within three (3) working days of Union knowledge of the schedule.
3. Leave will be granted to not more than three (3) delegates at any one time who are authorized by the President or the Executive Committee of the Union and shall be limited to an aggregate total of twenty-five (25) days of paid leave in one year period to include five (5) days of paid leave for any single conference or convention for any individual except in the case where special approval of an exception may be granted by the Employer.
4. Leave not utilized in any period shall not be accumulated except that where the Union requests in writing not less than thirty (30) days prior to the end of the calendar year, a maximum of five (5) days may be carried into the succeeding year period exclusively for the annual CWA National Convention or for other approved special meetings.
5. In addition, leave of absence without pay will be granted to not more than three (3) delegates at any one time who are authorized by the President or Executive Committee of the Union and shall be limited to an aggregate total of twenty-five (25) days of unpaid leave in a one year period.
6. In the event of a proposed State or Federal takeover of the Supervision and Administration of the Welfare Board, two (2) members of the Union Executive Board shall be permitted to attend any public hearings on the legislation, up to an aggregate total of four (4) days, without loss of leave time or pay, subject to the approval of the Director of Welfare.

ARTICLE XXIX

UNION ACTIVITIES ON THE WORK SITE

1. The Union shall have the right to distribute information dealing with proper legitimate Union Business to employee's desks during non-working hours (lunch hours, break time and before and after work). In addition an adequate space for a Union bulletin board at the Employer's Office will be provided in an accessible and prominent area.
2. The Union shall be allocated a reasonable space for the accumulation and use of literature and resources pertaining to Union Business provided such space is available.
3. Monthly Union meetings may be held on the premises at lunch hour. Location of these meetings shall be dependent upon whatever space is available at the discretion of the Director or his representative. Special Union meetings may be called and may be held during the lunch hours on the premises. All meetings, whether special or monthly, held during working hours shall not be held without prior consent being given by the Director or his representative.

ARTICLE XXX

DEPARTMENTAL HEARINGS

1. Conduct of Departmental Hearings

- a. The contents of this section are set forth in order to ensure that all parties involved in a departmental hearing as prescribed by N.J.A.C. 4:1-5.15 are afforded due process during the course of the hearing.
- b. In all disciplinary hearings the burden of proof shall be on the appointing authority except in those cases where an employee has been released at the end of his/her working test period. In such cases, the burden of proof shall be on the employee to demonstrate the action was taken in bad faith.
- c. All hearings shall be conducted in an informal manner, without reference to any formal rules of evidence, but subject to the following principles:
  - 1) The hearing officer or officers shall admit all testimony having reasonable probative value, but may exclude immaterial, irrelevant, or unduly cumulative testimony.
  - 2) Direct and cross-examination of witnesses shall be allowed.
  - 3) The petitioning employee shall not be required to testify, but if she/he does testify voluntarily, she/he may be cross-examined upon any matter relevant to the hearing.
  - 4) No person shall serve as a hearing officer where she/he is the one who preferred the respective charges.
- d. The hearing officer or officers shall issue a decision within 30 days of the hearing unless a later or earlier date is mutually agreed upon by the parties.
- e. If more than one person shall act as hearing officer of the matter to be decided, then the decision shall be made by a majority vote of those persons conducting the hearing as hearing officers.
- f. The decision of the hearing officer or officers shall include:
  - 1) A short statement of the nature of the proceedings;
  - 2) Discussion of any testimony or evidence which merits special analysis;
  - 3) Specific finding of fact, noted as such;
  - 4) Specific conclusion and decision based on findings of fact and applicable laws and rules.

- g. Witnesses:
    - 1) Departmental policies regarding the procedural steps to be taken in requesting witnesses shall be followed.
    - 2) It shall be within the discretion of the hearing officer presiding to determine the necessity of specific witnesses on the basis of whether the testimony to be elicited from such witnesses would be immaterial, irrelevant, or unduly cumulative.
  - h. All appellants and witnesses in payroll status at the time of the hearing shall be given time off during their normal working hours.
2. Departmental Hearing under N.J.A.C. 4:1-5.15 when disciplinary action arises from indictment or criminal complaint lodged against classified employees.
- a. This section further interprets N.J.A.C. 4:1-5.15(b) and applies to employees suspended, fined, demoted or removed pending the outcome of indictment or criminal complaint against them to be adjudicated in a court of law.
  - b. Criminal complaints or indictments:
    - 1) If a criminal complaint or indictment is brought against a classified employee, a hearing by the department must still be held within 30 days unless the employee, in writing, waives the hearing pending the court's disposition of indictment or complaints.
    - 2) An employee is not prohibited from appealing to the Civil Service Commission for a hearing prior to the disposition of indictment or complaint in court. However, it is the policy of the Civil Service Commission not to schedule such hearings until the criminal issues are disposed of by the court.
  - c. When an appointing authority wishes to suspend, fine, remove or demote an employee solely because of an indictment or criminal complaint, the form CS-31A must charge the indictment or complaint itself and the wording therein. A suspension may be for an indefinite time and may extend beyond six months despite N.J.A.C. 4:1-16.7(a)3, but may not go beyond the date of disposition of the indictment or criminal complaint.
  - d. Suspension, fine, demotion or removal for indictment or criminal complaint is not mandatory, but if imposed, the department must hold a hearing to show good cause why such action is appropriate.
    - 1. At this hearing the issue should not be the merits of the indictment or complaint but whether they warrant the findings that the public interest would best be served by the contemplated disciplinary action until disposition. Such considerations could include:
      - a) Whether the indictment is related to the accused employee's performance of official duties; or

- b) Whether the penalty would inhibit the performance of fellow employees; or
  - c) Any other reasonable contention by the appointing authority.
- 2) Nevertheless, despite the above, an appointing authority if it so decides is not prohibited from conducting a hearing on the basis of charges and evidence which are related to the merits of the indictment or criminal complaint.

ARTICLE XXXI

TERM OF CONTRACT

This Agreement shall be effective on July 1, 1983 through June 30, 1986 and from year to year thereafter unless either of the parties desires to change or terminate the same. The party desiring such change, changes or termination shall notify the other party in writing of such desire prior to July 1, 1986 and after notification, negotiations shall commence within thirty (30) days of such written request.

This Agreement may be reopened prior to July 1, 1985, upon the giving of the notice required hereinabove for the purpose of discussion and negotiation of the following subjects and of such subjects only:

- 1. Range changes.
- 2. Employee evaluation system.

ARTICLE XXXII

LEGALITY OF CONTRACT

Any provisions of the Agreement found to be in violation of any existing or future Local, State or Federal legislation shall be subject to re-negotiation by the parties in order to insure that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

ARTICLE XXXIII

FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment set forth in this Agreement. 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.

ARTICLE XXXIV

NON-DISCRIMINATION

The employer and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicap, political affiliation or Union membership, or legal Union activity permitted herein.

IN WITNESS WHEREOF the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the

Second day of March, 1984.

COMMUNICATIONS WORKERS OF AMERICA

BY: Carol E. Day, Rep.

BY: James O. Williams Pres. Local 1086

BY: Katherine A. Pubeles  
V. Pres., Local 1086

BURLINGTON COUNTY WELFARE BOARD

BY: X Camille K. Lockwood  
acting

BY: Y Robert F. Gallagher

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


REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Director, Division of Public Welfare