

2-04-87  
Contract # 16

AGREEMENT

between

THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

on behalf of the (Non-Supervisory Employees)

X Jan - 1st, 1985 - Dec. 31, 1986

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ARTICLES OF AGREEMENT

BETWEEN

THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS  
AND COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

This agreement is entered into this by and between the GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter referred to as the "Employer" and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "UNION".

All the powers, rights, prerogatives, duties, responsibilities and authority that the Employer had prior to the signing of this Agreement are retained by the Employer, except to the extent that they are specifically modified by this Agreement, and are not contrary to the public policy, nor any laws of the State of New Jersey and rules, regulations, or directives promulgated by the State.

It is agreed that the above recited management rights are not subject to the grievance procedures set forth herein.

## Article I

### Recognition

The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for all of its employees (including "craft" employees) in the bargaining unit(s) certified by the Public Employment Relations Commission. Part-time employees who work twenty hours or more per week shall be included. Twenty hours shall mean an average of twenty hours in the three (3) month period prior to January 1, April 1, July 1, and October 1 of each year (or ninety (90) days for newly hired employees).

## Article II

### Responsible Union - Employer Relationship

The Employer and the Union recognize 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.

## Article III

### Non-Discrimination

In accordance with and to the extent of statute, no Employee will be discriminated against on the basis of race, creed, color, national origin, sex, marital status, age, religious opinions or affiliation, physical handicaps or legal participation or non-participation in Union activities.

## Article IV

### Deduction of Union Dues and Representation Fees

#### Section 1.

The Employer agrees to make payroll deductions of Union dues when authorized to do so by the employee on the appropriate form. The amount of such deductions shall be certified to the Employer by the Secretary/Treasurer of the Union. The Employer shall remit the dues to the Union: Secretary/Treasurer, Communications Workers of America, AFL-CIO, 1925 K. Street, N.W., Washington, D.C. 20006, by the last day of the month following the calendar month in which such deductions are made, (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local President. Dues deductions for employees in the bargaining unit(s) may not be made to any other employee organization.

#### Section 2.

In the event an employee withdraws his or her authorization for dues deduction by notice to the Employer, such dues shall be halted as of January 1 or July 1 next following the date on which notice of withdrawal is filed, pursuant to N.J.S.A. 52: 14-15.9e.

### Section 3.

For all employees in the bargaining unit(s) who do not pay dues in accordance with Section 1 above, the Employer shall instead deduct a representation fee equal to a percent of the appropriate dues as certified by the Union, pursuant to Chapter 477, Laws of 1979.

It is agreed that the Employer shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of this section. It is further understood that once the funds deducted are remitted to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union. The Union shall indemnify and save the Employer harmless against any and all claims, demands suits, or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under this Section.

## Article V

### Hours of Work and Paydays

The current hours of work, including breaks and meal provisions, shall be maintained. Current pay schedules shall also remain unchanged.

## Article VI

### Salaries and Wages

#### Section 1.

General salary increases shall be granted to employees as follows:

- (a) 5.5% effective January 1, 1985, not to exceed 5.5% of the "maximum" per scale as shown in Appendix A. Retroactive adjustments will be made for all current employees and for any employees that have retired between January 1 and the date of this Agreement.

(b) 4.0% effective January 1, 1986, not to exceed 4.0% of the "maximum" per scale as shown in Appendix A.

(c) 2.0% effective July 1, 1986, not to exceed 2.0% of the "maximum" per scale as shown in Appendix A. For purposes of calculating this increase, the previous 4.0% increase shall not be compounded.

Section 2.

The increment system will continue. The starting salary will be the minimum step of each scale, and the maximum salary for purposes of receiving increments will be per Appendix A. Employees whose salaries are within this range will be paid an annual increment, the amount of which is shown in Appendix A, to be added to their base salary.

Section 3.

Increments will be effective on the quarterly dates previously established for employees. Upon achieving one year of service, new employees will receive the incremental raise effective on the first day of the calendar quarter following their anniversary.

Section 4.

As of July 1, 1985, and July 1, 1986, each employee whose salary exceeds the maximum defined in Section 2 above shall receive a lump-sum, one-shot longevity payment for each respective year, the amount of which is shown in Appendix A.

Section 5.

All part-time employees who work an average of twenty (20) hours per week or more, as defined in Article I shall receive pro-rated salary and increment or longevity payments.



## Article VII

### Call-In and Stand-By Pay

#### Section 1.

In those cases where a member of the Highway Dept., Engineering Dept., or the Juvenile Detention Center is directed in writing to be on standby (maximum sixteen (16) hours) such employee shall receive two (2) hours regular pay as compensation. Such employee must be immediately available at his/her home telephone for recall to duty.

#### Section 2.

Any employee who is called to work prior to his or her next scheduled work period shall be paid for not less than two (2) hours of work, unless the call-in immediately precedes the employee's normal work day. In those cases where the call-in time is not contiguous to the regular shift, the employee shall be compensated for mileage to and from home, within the county only for the most direct round trip route.

#### Section 3.

If an employee is expressly required in writing to carry a "beeper" while off duty, he/she will be paid a stipend of one hundred and twenty dollars (\$120) per annum (to be pro-rated for each full month).

## Article VIII

### Shift Differential

Employees of the Shady Lane Home, Juvenile Detention Center, and Parks and Recreation Department shall receive a shift differential of \$0.20 per hour for the full evening shift (i.e., 3-11 or 4-12) and \$0.20 per hour for the full night shift (i.e., 11-7 or 12-8).

## Article IX

### Promotional Pay Increases

Any employee promoted to a higher job classification shall receive the minimum salary for such new scale, provided that in no case shall the new pay rate be less than a 5% increase over the employee's former salary.

## Article X

### Out-of-Title Compensation

Any employee who is expressly assigned in writing to work in a higher job classification as a fill-in for at least five (5) consecutive work days shall be paid for such time as if temporarily promoted in accordance with Article IX, commencing with the sixth day of such work.

## Article XI

### Overtime Compensation

#### Section 1.

Overtime shall be understood as time worked in excess of an employee's regularly scheduled hours. Employees required to work over forty (40) net hours per week shall be paid at a time and one-half rate for such overtime, provided that employees on varying work schedules averaging forty (40) net hours per week shall be paid time and one-half (1½) for overtime in excess of their regularly scheduled net hours. All other overtime compensation practices shall be continued.

#### Section 2.

Employees required to work more than four (4) hours of overtime beyond their normal work schedule shall be compensated a maximum of six dollars (\$6.00) meal allowance unless a meal is provided by the employer. (Note: the current arrangements for the Road Department shall continue and shall be an exception to this provision.)

## Article XII

### Reimbursement for Travel Expenses

#### Section 1.

The Employer agrees to reimburse employees who are required to use their personal vehicles for work at the rate of 19¢ per mile, except that if the rate authorized for State employees is higher, the employees covered by this agreement shall be compensated at the State rate.

## Section 2.

In the event any employee is required to travel outside Gloucester County in the course of employment, he/she will be reimbursed for necessary meal expenses at a maximum rate of three dollars (\$3.00) for breakfast, four dollars (\$4.00) for lunch, and eight dollars (\$8.00) for dinner. Nothing herein shall preclude management from allowing a higher rate or including an in-county meal allowance at its sole discretion because of unusual circumstances.

## Article XIII

### Uniform Allowances and Tools

#### Section 1.

The Employer shall continue to provide one (1) complete uniform and four (4) changes for each employee required to wear a uniform in the following departments: Highway, Buildings and Grounds, Parks and Recreation, Motor Pool, and Engineering. For employees of Shady Lane Home, the Employer agrees to provide a uniform allowance payment to each employee of one hundred and forty dollars (\$140), payable in semi-annual installments.

#### Section 2.

Except for "craft" personnel, tools required to be used by employees in other job functions shall be supplied by the Employer. Employees shall be responsible for maintenance and retention of issued tools.

#### Section 3.

For all "craft" employees who are required to furnish their own tools on the job, the County will replace or pay the actual replacement value of any such tools which may be stolen or destroyed by fire or other catastrophe, up to a maximum of \$1,000, less a deductible of \$100. The County will not be responsible for replacing tools which are broken, worn out, or mislaid by employees. Employees may be required to furnish an inventory of all personally owned tools which are kept on County premises, to be verified by the appropriate supervisor or department head.

## Article XIV

### Educational Assistance

The Employer agrees to reimburse tuition upon satisfactory completion, up to a maximum of \$200.00 per year, per Employee for courses that may lead to advancement in related positions as determined by the Employer. Approval for such payment must be obtained prior to enrollment.

## Article XV

### Health Benefits

#### Section 1.

The Employer agrees to continue the following insurance coverage for each employee and his or her family:

- (a) Blue Cross, Blue Shield, Major Medical, and Rider J (or equivalent, as contained in the State Health Benefits Plan).
- (b) A \$1.50 co-payment prescription plan (current plan or equivalent).
- (c) A vision care plan (current plan or equivalent).

#### Section 2.

The Employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by employer-employee contributions as required by law.

#### Section 3.

Commencing July 1, 1985, the Employer shall provide single coverage dental insurance to each employee, as agreed by the parties, the cost of which to the Employer shall not exceed \$5.75 monthly per employee during the first year of coverage.

#### Section 4.

The Employer shall pay for insurance coverage under the State Health Benefits Program for all employees who retire with 25 years or more of service, in accordance with State law.

Article XVI

Credit Union Checkoff

The Employer agrees to make payroll deductions for any employee, upon written request, to be paid to an appropriate credit union as authorized by N.J.S.A. 40A:9-17, as follows:

- (a) Open enrollment periods shall be each April and October.
- (b) New hires may enroll within thirty (30) days of commencing employment.
- (c) The credit union selection shall be jointly determined by the employer and the union.

Article XVII

Vacation

Section 1.

All full time employees shall be credited vacation leave based on years of service, as follows:

- (a) During the first calendar year of employment: One (1) working day of vacation for each full month of service.
- (b) During each succeeding year, through the calendar year, prior to the year in which the 5th service anniversary falls: Twelve (12) working days of vacation.
- (c) During the year in which the 5th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

<u>ANNIVERSARY DATES</u>	<u>VACATION DAYS</u>
Jan. 1 - Feb. 22	15
Feb. 23 - April 15	14½
April 16 - June 6	14
June 7 - July 28	13½
July 29 - Sept. 18	13
Sept. 19 - Nov. 9	12½
Nov. 10 - Dec. 31	12

- (d) During each succeeding year, through the calendar year, prior to the year in which the 12th service anniversary falls: Fifteen (15) working days of vacation

- (e) During the year in which the 12th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follow:

<u>ANNIVERSARY DATES</u>	<u>VACATION DAYS</u>
Jan. 1 - Feb. 3	20
Feb. 4 - Mar. 8	19½
Mar. 9 - April 10	19
April 11 - May 13	18½
May 14 - June 15	18
June 16 - July 18	17½
July 19 - Aug. 20	17
Aug. 21 - Sept. 22	16½
Sept. 23 - Oct. 25	16
Oct. 26 - Nov. 27	15½
Nov. 28 - Dec. 31	15

- (f) During each succeeding year, through the calendar year, prior to the year in which the 20th service anniversary falls: Twenty (20) working days of vacation.

- (g) During the year in which the 20th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

<u>ANNIVERSARY DATES</u>	<u>VACATION DAYS</u>
Jan. 1 - Feb. 3	25
Feb. 4 - March 8	24½
March 9 - April 10	24
April 11 - May 13	23½
May 14 - June 15	23
June 16 - July 18	22½
July 19 - Aug. 20	22
Aug. 21 - Sept. 22	21½
Sept. 23 - Oct. 25	21
Oct. 26 - Nov. 27	20½
Nov. 28 - Dec. 31	20

- (h) Each succeeding year would receive, thereafter: Twenty-five (25) working days of vacation.

Vacation allowances for part-time employees will be pro-rated.

## Section 2.

Where, in any calendar year, the vacation leave, or any part thereof, is not granted by reason of the pressure of County business, such vacation leave or parts thereof not granted, shall accumulate and shall be granted during the next succeeding calendar year ONLY.

An employee shall be allowed to carry over five (5) vacation days per year subject to the operational requirements of the employer. If carried over, reimbursement shall be at the prevailing rate of pay when utilized in the following year.

Section 3.

Upon the death of an employee, any earned vacation leave, not used, shall be calculated and paid to the estate.

An employee retiring, or otherwise separating, shall be entitled to pro rata allowance for the current year in which the separation, or retirement, becomes effective. Any vacation leave, which may have been carried over from the preceding calendar year, will be included.

Article XVIII

Holidays

Section 1.

There shall be a minimum of fourteen (14) holidays per year in accordance with the schedule below.

NEW YEAR'S DAY  
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  
DAY AFTER THANKSGIVING  
CHRISTMAS

Additional holidays shall be granted as legally mandated or by determination of the employer.

Section 2.

To be eligible for holiday pay, an employee must be on active pay status and must have received no less than one (1) day's pay during the work week in which the holiday falls.

Section 3.

In case an employee is required to work on a specified holiday, or if the holiday falls on his/her regularly scheduled day off, compensatory time off shall be scheduled jointly by the employer and employee, to be utilized within sixty (60) calendar days. Notwithstanding, employees in positions requiring seven-day coverage shall be entitled to double time pay for hours of work on New Year's Day, Thanksgiving Day, and Christmas Day.

Section 4.

Holidays that fall on Saturday shall be observed on Friday, and holidays that fall on Sunday shall be observed on Monday.

Article XIX

Sick Leave

Section 1.

All Employees shall be credited with sick leave on the following basis:

One (1) day per full month during the initial calendar year of employment; and 15 days in every calendar year thereafter, to be earned at the rate of one and one-quarter (1 $\frac{1}{4}$ ) sick days for each full month of employment but credited on January first of each year. Utilization of such sick leave that is in excess of earned time is to be collectible by the Employer.

Any amount of sick leave allowance not used in any calendar year shall accumulate from year to year.



Section 2.

Employees shall be entitled to three (3) days leave (with pay) per incident for a death in the immediate family. The immediate family is defined as: mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, foster child, grandchild, and relative of the employee residing in the employee's household.

Such bereavement leave shall be deducted from annual sick leave.

Section 3.

In case of disability due to illness or injury as a result of, or arising from, an employees's job, the Employer will continue to provide special paid sick leave not to exceed one year in length, as provided by law. Employees shall not be required to use their regular sick leave in such cases.

Article XX

Administrative Leave

Employees shall be granted two (2) paid days for situations that cannot be disposed of outside of work time obligations. Such days will not be granted contiguous to holidays and vacations. In an unusually serious situation that necessarily prevents a forty-eight (48) hours prior application, this advance notice to the department head will be waived.

It is clearly understood that in order to provide sufficient levels of service management reserves the right to deny the use of administrative leave if service levels will be interrupted, hindered, or obstructed.

Article XXI  
Leave of Absence

Section 1.

Employees called for jury duty shall not suffer loss of pay for such necessary service. Appropriate pay shall not include jury fees.

Section 2.

Disability due to pregnancy shall be considered as any other disability in accordance with Federal Law.

Section 3.

Leaves of absence without pay may be granted for a period not exceed six (6) months with expressed written approval of the respective appointing authority. Renewal by the appointing authority of such leave for another six (6) months may also be granted.

It is understood that child care leave for care of an infant less than sixty (60) days of age at commencement of such leave is provided in this section.

## Article XXII

### Union Leave

#### Section 1.

The Employer agrees to allow a total of fifty (50) days' aggregate unpaid leave annually for all employees of the County Freeholder Board, Judiciary, Row Officers, and Mosquito Commission who are represented by the Union to participate in Union activities. Such days may be utilized in one-half day increments. If, however, the Local President is a member of the bargaining unit(s) covered by this Agreement, the Employer agrees to allow seventy-five (75) unpaid days, to be used either for training activities or by the Local President at his or her discretion. Requests for union leave days shall be applied for by the Local President. All requests for union leave must be submitted at least forty-eight (48) hours in advance. Such requests shall not be unreasonably denied. Mutual waiver of the notice requirement may be granted.

#### Section 2.

On request, the Employer shall allow six months unpaid leave for the Local President and one other employee to work in an elective or appointed Union position, provided the request is made at least twenty-one (21) days in advance. Such leaves shall be renewable for an additional six months, with the same notice requirement. Upon the expiration of such leave, full benefits shall be restored to the effected employees.

#### Section 3.

No Union representative shall suffer a loss in pay while attending any jointly agreed Union-Employer meeting, or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time. This section is not intended to include time other than the regularly scheduled base work day.

## Article XXIII

### Grievance Procedure

#### Section 1.

A grievance is herein defined as an appeal of the interpretation, application, or violation of policies, agreements and administrative decisions. The objective of the grievance procedure shall be to adjust problems between employees and management whenever possible, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein precludes attempts to resolve problems informally between employees and immediate supervisors prior to filing of a grievance.

#### Section 2.

(a) An employee may appeal to the Civil Service Commission (or other administrative forum, e.g., Civil Rights Commission, E.E.O.C. etc.) where applicable as provided by law. However, in such case, recourse or continuance of a grievance shall be null and the Union shall not be entitled to pursue a grievance when an Employee exercises his/her right to appear before the Civil Service Commission or other such forum as cited above. Nothing in this Agreement shall be construed as compelling the Union to represent an employee before Civil Service or Department of Labor.

(b) The Union's request to terminate the grievance at any prior step shall be final as to the interest of the grievant and the Union.

(c) In using the grievance procedure established herewith, an employee is entitled at each formal step to be represented by the Union.

(d) Failure of the grievant to advance a grievance within the prescribed time limits shall constitute forfeiture.

Section 3.

Step 1 - To be viable, the grievance must be filed within ten (10) working days of the occurrence that gave rise to the grievance. The grievance shall first be taken to the Department Head or designee, who shall make an effort to resolve the problem within five (5) working days. At this level, a complaint or grievance shall be in writing. The time limit in this step may be extended by mutual consent.

Step 2 - If not resolved at the aforementioned level, the grievant shall, within ten (10) working days, submit the grievance in writing to the County Administrator or his designee who shall render a decision within ten (10) working days thereafter. If requested, a conference will be provided outside the employee's working hours prior to the issuance of the County Administrator's determination. The time limit may be extended by mutual consent.

Step 3 - If the aggrieved party is not satisfied with the decision of the County Administrator, the Union may appeal in writing, within ten (10) working days, the decision of the County Administrator to the Board of Freeholders or their designee. The Board of Freeholders shall render a decision within twenty (20) calendar days of receipt. If a hearing is granted it shall be held within twenty (20) calendar days of receipt and the decision shall be made in writing within seven (7) calendar days after such hearing. The time limits in this step may be extended by mutual agreement.

Step 4 - If the Union is not satisfied with the disposition of the grievance by the Board of Freeholders or if no disposition has been made within the period provided in Step 3, and if the grievance pertains to an expressed provision of this agreement, the grievance may be submitted to arbitration before an impartial arbitrator within thirty calendar days.

If the parties cannot agree on an arbitrator, he shall be selected pursuant to the rules of the American Arbitration Association. The arbitrator selected shall have no power to alter, add to, or subtract from the terms of the Agreement.

It is understood that arbitration is limited to the four (4) corners of the contract and the arbitrator is not to consider any past practice precedent. Decision of the arbitrator shall be final and binding.

Nothing in the Agreement is understood to prohibit any rule, regulation, directive etc. from being promulgated by the Employer unless such conflicts with the expressed provision of this agreement. The foregoing does not preclude the Union from exercising its rights under Chapter 123, P.L.

#### Article XXIV

#### Disciplinary Actions

##### Section 1.

Any Employee is entitled to have Union appointed representation in any departmental hearing and/or Civil Service hearing.

Any Employee who has reasonable suspicion to believe that he or she is to be suspended, discharged, or fired shall be entitled to a union representative at such disciplinary meeting (or at an investigatory interview). It is understood that when the purpose of a meeting is to provide counseling, information, or instruction, then representation is not required.

##### Section 2.

It is expressly understood that all Employees are obligated to comply conscientiously with all rules and regulations promulgated by the Employer provided only that such rules and regulations do not conflict with the expressed provisions of the Agreement. It is also understood that matters such as moral turpitude, drunkenness, theft, drug abuse, insubordination, and fighting are reasons for termination.

Section 3.

All disciplinary actions (i.e., written reprimands, suspensions, fines, demotions, or discharge) shall be for just cause, provided that demotions or discharges resulting from layoffs or Civil Service bumping procedures are not to be considered as disciplinary actions.

A disciplinary grievance or suspension, fine, or demotion equivalent to three (3) days or more may be submitted to binding arbitration in accordance with the established grievance procedure, except where pre-empted by an employee's statutory appeal rights to Civil Service. If the grievance involves suspension, fine, or demotion equivalent to less than three (3) days, it may be submitted to advisory arbitration or such other legal forum as may be available.

Article XXV

Access to Personal Files

Upon reasonable prior request the non-confidential personnel records of any Employee shall be open to the inspection of the Employee. Copies of the contents shall be available upon request; any reproduction costs shall be paid by the Employee.

Article XXVI

Job Descriptions

The Employer agrees to provide the Union copies of all job descriptions included in the bargaining unit, and subsequent changes as they are revised by the employer.

## Article XXVII

### Job Openings

All provisional openings shall be posted on an appropriate bulletin board for a period of at least five (5) working days. Each eligible employee may apply for such assignments within the five (5) working days. Nothing herein restricts the Employer's right to make interim, or provisional assignments.

## Article XXVIII

### Seniority Rights

#### Section 1.

The Employer retains the right to schedule vacations. If there is a conflict between employees in the same job function for utilizing available scheduled vacation, seniority shall prevail. Seniority is defined as service with the Employer. Nothing herein precludes an employee from applying for a particular vacation period, and such being granted subject to the operational requirements as defined by the Employer.

#### Section 2.

Whenever possible, the Employer shall first offer overtime to the most senior employees within a job function; subsequent offerings shall be to the next senior employees within the job function, etc. When necessary, overtime records will be made available to the Union.

#### Section 3.

The Employer reserves sole determination to make promotional appointments.

In all instances, the employees promoted must possess the skill, knowledge, and potential ability to learn the job within a reasonable period of time to be determined by the Employer. When qualifications are substantially equal, the Employer will consider seniority before making the appointment.



## Article XXIX

### Lay-Offs

#### Section 1.

The Employer agrees that the Union shall be given advance written notification if lay-offs are anticipated stating the reasons for such action.

Lay-offs shall be in accordance with Civil Service Rules and Regulations, where applicable.

#### Section 2.

Provisional employees in Civil Service job titles (employed for more than 90 days) shall be laid off and recalled on the basis of "last-in first-out" per job title. This provision regarding recall shall prevail for one year from separation.

## Article XXX

### Health & Safety

#### Section 1.

There shall be a Health and Safety Committee composed of a maximum of four (4) members selected by the Employer and four (4) selected by the Union. Such Committee shall meet at times of mutual convenience outside of the work day to discuss substantive problems that may arise from time to time regarding any health and safety concerns. Nothing herein precludes the possible need on an exceptional basis for discussion and resolution of imminent and potentially dangerous situations during working hours.

#### Section 2.

Those statutory mandates regarding health and safety incumbent upon the Employer shall continue to be maintained.

#### Section 3.

Protective devices required by the Employer for job operations shall be supplied without charge to the Employee.

Section 4.

Records of the Employer concerning chemicals used on the job by Employees, and the result of any chemical tests upon Employees in the possession of the Employer shall be available for inspection by the Safety Committee.

Article XXXI

Bulletin Boards

Reasonable space will be provided by the Employer for Union materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Union use.

Article XXXII

Labor Management Liaison

Each party to this Agreement shall designate a representative to meet as necessary in order to promote harmonious labor relations by discussing and resolving problems of mutual concern. The representatives shall meet quarterly or by request of either party if circumstances warrant such a meeting. Such meetings shall be held outside of normal work hours unless mutually designated otherwise.

### Article XXXIII

#### Fully Bargained Clause

The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment and that these terms and conditions of employment shall not be changed during the life of the Agreement except in accordance with Chapter 123 P.L. 1974.

Provisions of the Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

### Article XXXIV

#### Federal and State Laws - Severability

In the event any Federal or State Law, or any determination having the force and effect of law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within 30 days to renegotiate the item so severed.

## Article XXXV

### Evaluations

#### Section 1.

Each employee may be evaluated in writing at least once per year as management may deem necessary or as required by Civil Service Rules and Regulations or other such legal mandates. Nothing herein is intended to preclude corrective action by the employer at any time management considers it necessary.

#### Section 2.

Employees shall be informed of evaluation criteria as soon as developed by the employer and informed of any subsequent changes in evaluation criteria.

#### Section 3.

The completed evaluation shall be shown to the employee for review and such employee shall affix his/her signature. Such signature shall not indicate agreement or disagreement with the content of the evaluation. A copy will be furnished to the employee concerned.

#### Section 4.

If requested, the supervisor or manager shall provide a conference to the employee in order to discuss the evaluation and improvement goals where applicable.

#### Section 5.

If the employee disagrees with the evaluation, he/she may request a reconsideration and/or note exceptions to the official record.

#### Section 6.

Appeal of the evaluation may be made through the grievance procedure except that final and binding determination shall reside with the chief administrator. If the evaluation is a primary or contributing factor in any adverse action, the employee shall have such appeal rights as provided by law or this agreement.

Article XXXVI

Term of Agreement

This agreement shall be effective on the date of signing below immediately and shall continue in full force and effect until December 31, 1986, except salary increases described herein shall be retro-active to January 1, 1985 for current personnel. The parties shall commence negotiations on a successor agreement pursuant to regulations of the Public Employment Relations Commission.

For the Employer

For the Union

John H. Kuen

Gloria Sullivan

Priscilla M. Nord

Richard A. Darr

\_\_\_\_\_

Robert C. Lynch

May 21, 1985  
DATE OF SIGNING

WAGE SCHEDULE (Effective - January 1, 1985)

APPENDIX A

SCALE	MINIMUM	INCREMENT	MAXIMUM	LONGEVITY
1	9,853	(246)	11,331	(181)
2	10,249	(256)	11,786	(189)
3	10,663	(267)	12,262	(196)
4	11,096	(277)	12,760	(204)
5	11,553	(289)	13,286	(213)
6	12,033	(301)	13,838	(221)
7	12,537	(313)	14,418	(231)
8	13,065	(327)	15,025	(240)
9	---	---	---	---
10	13,619	(340)	15,662	(251)
11	14,200	(355)	16,330	(261)
12	14,813	(370)	17,035	(273)
13	15,454	(386)	17,772	(284)
14	16,126	(403)	18,545	(297)
15	16,836	(421)	19,361	(310)
16	17,403	(435)	20,013	(320)
17	18,360	(459)	21,114	(338)
18	19,180	(480)	22,057	(353)
19	20,039	(501)	23,045	(369)
20	20,943	(524)	24,084	(385)
21	21,891	(547)	25,175	(403)
22	22,887	(572)	26,320	(421)
23	23,932	(598)	27,522	(440)
24	25,030	(626)	28,785	(461)
25	26,185	(655)	30,113	(482)
26	27,395	(685)	31,504	(504)

WAGE SCHEDULE (Effective - January 1, 1986)

SCALE	MINIMUM	INCREMENT	MAXIMUM	LONGEVITY
1	10,247	(256)	11,784	---
2	10,659	(266)	12,258	---
3	11,089	(277)	12,752	---
4	11,540	(289)	13,271	---
5	12,015	(300)	13,817	---
6	12,514	(313)	14,391	---
7	13,038	(326)	14,994	---
8	13,588	(340)	15,626	---
9	---	---	---	---
10	14,164	(354)	16,289	---
11	14,768	(369)	16,983	---
12	15,406	(385)	17,717	---
13	16,072	(402)	18,483	---
14	16,771	(419)	19,287	---
15	17,509	(438)	20,135	---
16	18,099	(452)	20,814	---
17	19,094	(477)	21,958	---
18	19,947	(499)	22,939	---
19	20,841	(521)	23,967	---
20	21,781	(545)	25,048	---
21	22,767	(569)	26,182	---
22	23,802	(595)	27,372	---
23	24,889	(622)	28,622	---
24	26,031	(651)	29,936	---
25	27,232	(681)	31,317	---
26	28,491	(712)	32,765	---

WAGE SCHEDULE (Effective - July 1, 1986)

SCALE	MINIMUM	INCREMENT	MAXIMUM	LONGEVITY
1	10,444	(261)	12,011	(192)
2	10,864	(272)	12,494	(200)
3	11,303	(283)	12,998	(208)
4	11,762	(294)	13,526	(216)
5	12,246	(306)	14,083	(225)
6	12,755	(319)	14,668	(235)
7	13,289	(332)	15,282	(245)
8	13,849	(346)	15,926	(255)
9	---	---	---	---
10	14,436	(361)	16,601	(266)
11	15,052	(376)	17,310	(277)
12	15,702	(392)	18,057	(289)
13	16,381	(410)	18,838	(301)
14	17,094	(427)	19,658	(315)
15	17,846	(446)	20,523	(328)
16	18,447	(461)	21,214	(339)
17	19,462	(487)	22,381	(358)
18	20,331	(508)	23,381	(374)
19	21,241	(531)	24,427	(391)
20	22,200	(555)	25,530	(408)
21	23,204	(580)	26,685	(427)
22	24,260	(607)	27,899	(446)
23	25,368	(634)	29,173	(467)
24	26,532	(663)	30,512	(488)
25	27,756	(694)	31,919	(511)
26	29,039	(726)	33,395	(534)