

1808

**AGREEMENT**

**BETWEEN**

**THE GLOUCESTER COUNTY  
BOARD OF SOCIAL SERVICES**

**AND**

**THE COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO**

**Local 1085**

**Supervisory Unit**

**July 1, 1994 - June 30, 1997**

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PREAMBLE

The GLOUCESTER COUNTY BOARD OF SOCIAL SERVICES (hereinafter referred to as the "Board") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, GLOUCESTER COUNTY SOCIAL SERVICES SUPERVISORS (hereinafter referred to as the "Union") hereby enter into this Agreement for the establishment of salaries, benefits other terms and conditions of employment.

ARTICLE I  
RECOGNITION

1.1 The Board agrees to recognize the Communications Workers of America, AFL-CIO, as the sole and exclusive bargaining agent for part-time (employed on a regular basis) and full-time supervisory employees as certified by PERC, in the job classifications (including bilingual variants) which currently comprise the bargaining unit and are listed in Appendix I. Excluded from the bargaining unit are all other classifications including but not limited to: casual, temporary or seasonal employees; non-supervisory employees; confidential employees; managerial executives including but not limited to: Director, Deputy Director, Administrative Supervisor of Income Maintenance, all other Administrative Supervisors, Assistant Administrative Supervisors (as described below), Training Officer, Fiscal Officer, Principal Personnel Technician, and Child Support Coordinator.

1.2 All Assistant Administrative Supervisors shall be excluded from the unit, with the exception of the two incumbents who did not report directly to the Director or Deputy Director as of October 21, 1988. Any employee who may be appointed to replace either such incumbent in the future shall be excluded from the unit.

1.3 Individuals appointed to a permanent bargaining unit position are to be included in the bargaining unit.

1.4 If a new classification is established during the term of this Agreement and if not mutually agreed to between the parties for inclusion in the unit above-defined, clarification may be sought from PERC by either party.

1.5 Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include males and females.

## ARTICLE II

### HOURS OF WORK AND OVERTIME

2.1 The workweek shall consist of 35 hours, from 8:00 a.m. to 4:00 pm. (with one hour for lunch), Monday through Friday. All employees shall be full time, with the exception of special part-time arrangements of a voluntary nature as may be approved by the Director or Deputy Director. Notwithstanding the hours of work specified, the Director or Deputy Director may allow employees to work alternative workweeks which may include voluntary flex-time and job-sharing arrangements.

2.2 The Director (or Deputy Director or the Director's designee) may arrange the lunch hours of employees so as to have part of the staff available to the public at all times.

2.3 The working day for employees may be varied or extended by the Director (or Deputy Director or Director's designee) as the need arises. If an employee's work hours are to be changed, the Union President will be notified four weeks in advance of the change, except in cases of emergency or unforeseen urgent circumstances, and provided the opportunity to consult prior to implementation.

2.4 A committee of representatives of the Board and the Union will meet and discuss at mutually convenient times possible implementation of flex-time and alternative workweeks. Nothing herein precludes one or more of the employees being granted flex-time subject to the sole approval of the Director or designee.

2.5 Overtime shall be accrued whenever an employee is authorized to work in excess of the regularly scheduled working hours (i.e., seven-hour day or 35-hour week) due to the pressure of agency business. All overtime must be approved in advance by the Director or his/her designee, except that in emergency situations the Director may authorize overtime retroactively. It is expressly understood that management reserves the sole right to authorize overtime.

2.6 Employees covered by this Agreement will be compensated at the rate of time and one-half in cash or compensatory time off at the employee's option, providing there has been approval by the Director or his/her designee for authorized overtime hours in excess of the regularly scheduled workweek. Compensatory time off shall be used during the same pay period whenever possible and shall be scheduled subject to management's approval. For purposes of overtime compensation, all paid time whether worked or not, as well as approved unpaid Union leave, shall be counted as worked time.

2.7 Whenever a skeleton crew is necessary to staff the office during an emergency or other partial closing, volunteers will be sought. Compensation for serving as skeleton crew shall consist of compensatory time off on an hour-for-hour basis.

#### 2.8 Lateness

Each employee's daily lateness will be accumulated and calculated on a monthly basis. After exceeding 15 minutes, an employee will be required to make up the time and will be placed



on notice. During the remainder of the month, an employee who has been placed on notice will be subject to disciplinary action in the following cases:

(a) He or she is late for six minutes or more at a time; or

(b) He or she is late for an additional 16 minutes or more in the aggregate.

2.9 Call-In Pay. Any employee who is called to work prior to his or her next scheduled shift shall be guaranteed a minimum of two hours' pay at the appropriate rate, along with reimbursement for travel expenses to and from the job, unless the call-in runs into the employee's regular shift.

ARTICLE III  
GRIEVANCE PROCEDURE

3.1 Purpose

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, consistent with applicable laws, regulations, contractual obligations, operational requirements and standards of fairness. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without the intervention of the Union.

3.2 Definitions

(a) 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 which 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 Social Services Board, which shall be processed up to and including the Social Services Board, and

shall hereinafter be referred to as a "non-contractual grievance."

(b) The term "grievant" shall mean an employee, group of employees, or the Union. The Union shall identify grievant(s) by name where appropriate.

### 3.3 Election of Remedies

In the event an appeal is taken by an employee or the Union on behalf of an employee to the State Merit System Board, Division on Civil Rights, court or other forum provided by law, the appellant (i.e., employee and/or Union) shall waive any right and shall not be entitled to pursue the matter further by means of the grievance procedure set forth herein.

### 3.4 Presentation of a Grievance

There shall be no loss of regular straight-time pay for the time spent presenting a grievance on the part of the grievant and one Union representative. Organizations other than the Union shall not present or process grievances.

### 3.5 Steps of the Grievance Procedure

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by the Agreement. Nothing herein is meant to preclude the parties from mutually waiving one or more steps of this grievance procedure and processing a grievance initially at a higher step. Time limits may be extended at any step by mutual consent.

STEP 1

(a) The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her supervisor within 21 calendar days of the occurrence complained of. Failure to act within the said 21 calendar days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward.

(b) The supervisor shall render a decision in writing within seven calendar days after receipt of the grievance.

STEP 2

(a) In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Director of Welfare within 10 calendar days following the determination of Step 1, except that if the grievant's immediate supervisor is the Director of Welfare, the grievance shall proceed to Step 3. The grievant may be represented by an employee who is the Shop Steward or Local Union Officer.

(b) The Director of Welfare or his/her designee shall render a decision within seven calendar days after receipt of the grievance.

STEP 3

(a) Should the grievant disagree with the decision of the Director or his/her designee, the grievant may within 10 calendar days submit to the Board Grievance Committee a statement

in writing and signed as to the issues in dispute. The grievant and/or the Union representative may request an appearance before the Committee. The Committee will render its recommendation to the Social Services Board within 20 calendar days after the submission of the aforementioned statement. The Board will then consider the grievance and the Committee's recommendation at the next regularly scheduled meeting, at which time the Board will render its decision. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final. The Union shall be notified of the Board's decision.

(b) The grievant may be represented by the Local Union Officer or the International Union Representative or both.

STEP 4

(a) Any unresolved contractual grievance (as defined in Section 3.2(a) above) except matters involving appointment, promotion or assignment, or matters within the exclusive province of the Department of Personnel, or suspensions of less than one day may be appealed to arbitration. Suspensions of less than one day shall not be arbitrable or otherwise reviewable under this Agreement beyond Step 3. The Union must file the request for arbitration within 30 calendar days after the receipt of the Board's decision.

(b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Department of Personnel. The Union's decision to request the movement of a grievance to

arbitration or terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) Where the grievance involves an alleged violation of individual rights specified in Department of Personnel law and rules for which a specific appeal to the Department of Personnel is available, the individual shall present his complaint to the Department of Personnel directly. No grievance shall be arbitrable where a statutory right of appeal exists.

(d) The arbitrator shall be selected by agreement between the parties as follows:

1. By selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with its selection procedures; or

2. By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with its procedures.

(e) The decision or award of the arbitrator shall be final and binding on the Social Services Board, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement; provided, however, that suspensions of one, two or three days (or any intermediate fraction) shall be subject to advisory arbitration only. No arbitration decisions or awards shall conflict with any law, rulings or regulations having the force of law. This shall not be construed as preventing the Union from thereafter moving

in an appropriate forum for the enforcement of the arbitrator's decision or award.

(f) The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Board of Social Services' authority.

(g) The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the one precise issue submitted for arbitration and shall have no authority to determine other than the one issue, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.

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

(i) 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.

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

(k) Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.



ARTICLE IV

DUES DEDUCTION AND REPRESENTATION FEE

4.1 The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly dues. Dues shall be such amount as may be certified to the Board by the Union at least 30 days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the Board to the Secretary-Treasurer of the Union, by the 10th day of the month following the calendar month in which such deductions are made, 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.

4.2 All deductions agreed upon in Paragraph A above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e) as amended.

4.3 For all employees in the bargaining unit who do not pay dues in accordance with Sections 4.1 and 4.2 above, the Board shall instead deduct a representation fee as certified by the Union, pursuant to Chapter 477, Laws of 1979.

4.4 The Union shall maintain or establish a demand and return system in accordance with N.J.S.A. 34:13A-5.5 through 5.9 and the Representation Fee rules of the Public Employment Relations Commission Appeal Board.

4.5 It is agreed that the Board 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 Article. It is further understood that once the funds 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 Board harmless against any and all claims demands, suits or other forms of liability including reasonable legal and/or "consultation" 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

SALARY AND LONGEVITY PAYMENTS

5.1 Salaries and ranges of employees shall be adjusted step-to-step in accordance with the appropriate salary schedules in Appendix II. Annual salary figures are based on a 35-hour week and shall be pro-rated on an hourly basis for part-time employees. The salary increases provided for by the Agreement are as follows:

- (a) 8-1-94 - 4%
- (b) 7-1-95 - 4%

5.2 Annual merit incremental increases in salary will be granted to each employee who has satisfactorily completed a year of continuous service prior to his/her anniversary date providing the employee is not at maximum of the range as follows:

(a) All increments shall be due and payable effective with the first payroll period following the month during which the anniversary occurs.

(b) For purposes of increment and longevity payments, employees with more than 20 working days of unpaid time (other than Union Leave), during the 12-month period preceding their increment or longevity date, as may be appropriate, will have such date(s) moved forward, that is delayed, by the number of days in excess of the aforementioned 20 working days.

5.3 Any employee who is promoted to a higher salary range shall be placed on the nearest step of the new range which reflects an increase of not less than one increment on the former salary range. Any employee who is demoted shall be placed on the nearest step of the new range which reflects a decrease of not less than one increment on the former salary range. Notwithstanding the above, if an employee is demoted to a title which was previously held within the past 12 months, he or she will be placed on the same step of the lower range and shall have the same anniversary date as if he or she had served continuously in the original title.

5.4 All employees who as of December 1 of each year have completed at least nine years of active service shall be entitled to a non-cumulative longevity bonus in accordance with the following schedule:

<u>Years of Completed Service</u>	<u>Longevity Bonus</u>
9 - 14 years	\$ 800
15 - 19 years	1,200
20 or more years	1,500

Longevity bonuses shall be paid to eligible employees by separate check the week following the first pay day in December of each year.

5.5 Paychecks will normally be issued to each employee every two weeks. If available, paychecks will be distributed on Thursdays after 3:00 PM.

ARTICLE VI  
EDUCATIONAL ASSISTANCE

6.1 The Board agrees to pay for any course that an employee is required to take by the Board or the Director in the employee's course of employment with the Board. At its sole discretion, the Board may reimburse employees for expenses and tuition for courses that are related to work operations provided that no employee shall be reimbursed for more than four courses per year and provided further that the tuition reimbursement shall not exceed the rate charged by Rutgers University for comparable courses. In no event shall the Board's reimbursement to an employee exceed \$1,500 annually for those employees enrolled in undergraduate courses and \$2,000 annually for those employees enrolled in graduate courses. To be eligible for educational assistance an employee must be in good standing with a satisfactory work record for the preceding 12 months free of any suspension for three or more days.

6.2 All courses of this nature must first be approved by the Director. The Director will develop criteria that will clearly indicate that the course is work-related and that the course will contribute to the Board in some measurable way. Any employee seeking reimbursement for work-related courses must submit a copy of the transcript indicating that the employee has maintained at least a C or 2.0 average in the course if it is an undergraduate course. All grades must be submitted to the

Director and in addition to the grade sheet, actual proof of payment from the institution by the employee must be submitted within a reasonable time.

6.3 Requests for educational assistance shall be submitted prior to the beginning of the course, but in no case later than the month in which the course begins. The Director shall inform the employee of the decision for reimbursement within 30 days after the employee's request has been made. Should the Board be unable to act on the employee's request at the regularly scheduled meeting, the Director will so notify the employee and will respond to the request within 10 days after the next regularly scheduled Board meeting.

6.4 The selection and decision regarding the number of employees to be allowed educational leave shall be the sole determination of management. All requests shall be considered on a case by-case basis.

ARTICLE VII

TRANSPORTATION AND REIMBURSEMENT

7.1 Automobile Reimbursement

The mileage reimbursement for employees who are required to use their own vehicles shall be 27¢ per mile effective July 1, 1994, and 28¢ per mile effective July 1, 1995. The Board shall also reimburse employees for necessary tolls and parking expenses which may be incurred in the course of employment.

7.2 Insurance Reimbursement

Employees who are required to use their personal automobile in excess of 150 miles in a calendar month on agency business shall receive an additional \$10 dollar reimbursement for insurance for such month.

7.3 Subsistence Expenses. Whenever employees are required to travel on official business away from the office, necessary lodging and meal expenses shall be paid by the Board. Payments for meal expenses shall consist of \$5.00 for breakfast, \$6.50 for lunch, and \$13.50 for dinner.

## ARTICLE VIII

### BEREAVEMENT LEAVE DAYS

8.1 Each employee will be entitled to an aggregate of three bereavement leave days per year without loss of regular straight time pay to participate in, arrange and/or attend funeral or burial services, or participate in religious observances for a member of his or her immediate family. For purposes of this section, "immediate family" shall be defined as the employee's spouse, child, foster child, parent, brother or sister, mother-in-law or father-in-law, son-in-law or daughter-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, step-siblings and step-children who have resided with the employee in the same home as part of the family unit, or any relative of the employee residing in the employee's household. Parent means a biological parent or an individual who stands or stood "in loco parentis" to an employee when the employee was a child. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. Bereavement leave days shall not be charged against any accumulated sick or vacation leave days. Such bereavement leave days shall be non-cumulative and shall be pro-rated for part-time employees.

8.2 Employees may request an extension of the period of bereavement leave beyond the three days provided above; however,



any days over the permitted leave shall be charged against an employee's accumulated sick leave, or if no sick leave is available, then it shall be deducted from the employee's pay.

8.3 Each employee may utilize one unpaid leave day per year to participate in, arrange and/or attend the funeral of a close friend.

ARTICLE IX  
PERSONAL LEAVE DAYS

9.1 Full-time employees shall be entitled, in addition to vacation and/or sick leave, personal leave days as follows:

1. After 4 months of employment - one day.
2. After 7 months of employment - two days.
3. After 10 months of employment - three days.

9.2 An employee in the first year of employment who completes the fourth, seventh or tenth month of employment in December may carry over one personal day to be taken in January.

Except as noted above, personal days may not be carried over from year to year.

9.3 Each request to take a personal leave day shall be submitted to the Director of the Board at least two working days prior to the requested date. The Director may at his/her discretion waive the two working days' notice. The annual personal leave days shall be pro-rated for part-time employees. Not more than twenty-five percent of personnel within a department shall be given the same personal leave day without the express consent of the Director.

ARTICLE X

SICK LEAVE AND DISABILITY LEAVE

10.1 Sick Leave Entitlements

Paid sick leave may be used in case of an employee's personal illness, injury, or exposure to contagious disease. Full-time employees shall earn sick leave on the following basis:

(a) During the first calendar month of employment, employees who commence work prior to the 16th day of the month will earn one sick day; employees who commence work prior to the 24th day of the month will earn one-half sick day.

(b) During the remainder of the first calendar year, each employee will earn one sick day per month, or major fraction thereof.

(c) Thereafter, each employee will be credited with 15 days in every calendar year to be earned at the rate of one and one-quarter days per month.

10.2 Reporting of Absence on Sick Leave

(a) If an employee is absent for reasons that entitle him or her to sick leave, the appropriate supervisor shall be notified promptly as of the employee's usual reporting time, but in no event later than 8:30 a.m. or one-half hour after the employee's starting time on the day of the absence.

(b) Employees who call in sick after the specified reporting time may be denied sick leave from the employee's usual starting time up to the time of the call.

(c) Absence without notice of 5 consecutive days shall constitute a resignation in accordance with Department of Personnel regulations on the subject.

### 10.3 Verification of Sick Leave

(a) Should medical evidence be required under circumstances to verify illness for purposes of granting sick leave, the employee shall be given timely notice on a case-by-case basis. Abuse of sick leave shall be cause for disciplinary action.

(b) The Board may require an employee who is absent because of serious illness or injury, before returning to duty, to be examined at the expense of the Board by a physician chosen by the employee from a panel of physicians provided by the Board. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the employee or other employees.

### 10.4 Administration of Sick Leave

The administration of sick leave days shall be in conformance with applicable Department of Personnel regulations, including pro-ration for part-time employees. Any amount of sick leave allowance not used in any calendar year shall accumulate from year to year.

### 10.5 Disability Leave

In case of disability due to injury as a result of, or arising from, an employee's job, the Board shall provide paid

disability leave in the amount of four weeks at 100% of base pay, followed by an additional 18 weeks at 85% of base pay. Employees shall not be required to use their regular sick leave in such cases, provided that the insurance carrier has determined that the disability is job-connected. In the event the employee receives periodic Worker's Compensation benefits, disability leave payments will be offset or reduced correspondingly to prevent duplication. While on paid disability leave, employees will continue to accrue vacation and sick leave, and will be covered by the health insurance provisions of this Agreement. In no event, however, shall the employee be entitled in any calendar year to more than 52 weeks of paid leave inclusive of sick and vacation time.

10.6 Sick Leave Donation. Upon request, any employee who is suffering from a catastrophic illness or injury requiring prolonged absence from work shall be eligible to receive a maximum of 90 days of donated sick leave, provided the employee has completed at least one year of service and has exhausted all accrued sick, vacation, and personal leave. A catastrophic illness or injury shall be understood as a condition which has required the employee to be hospitalized and which requires a period of treatment or recuperation, as a result of which the employee is expected to be unable to work for at least 90 days, based on medical prognosis. Requests for donated sick leave must be made prior to exhaustion of medical insurance. Upon the employee's return to work, any donated leave that remains unused

shall be restored to the donor employees on a pro-rata basis. Individual employees may donate up to 15 sick days each, but must retain a balance of at least 30 sick days. No employee shall be subject to coercion of any kind in connection with the donation of sick leave, nor may any employee be paid any remuneration for making a donation.

ARTICLE XI

HOLIDAYS

11.1 Regular holidays shall be as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

Whenever any of the days enumerated falls on a Sunday, the Monday next following shall be deemed a holiday. Whenever any of the days enumerated falls on a Saturday, the preceding Friday shall be deemed a holiday. If Christmas Eve falls on a weekday other than Friday it will be considered a holiday commencing at 12:00 noon. New Year's Eve will not be considered a holiday.

11.2 To be eligible for holiday pay for an unworked holiday, an employee must be on active pay status and have been paid for the employee's last scheduled work day before and first scheduled work day after the holiday.

11.3 Employees who are required to work on a holiday shall be paid at the rate of one and one-half times the regular straight time rate for time worked in addition to straight time pay for the holiday as such. There shall be no pyramiding of time or overtime.

ARTICLE XII  
VACATION LEAVE DAYS

12.1 Every full-time employee shall be granted the following annual leave for vacation purposes with pay:

(a) One working day for each full month of service or major fraction thereof during the first year.

(b) After the first calendar year of service through five years of service, 12 working days per year.

(c) After five years of service through 12 years of service, 15 working days per year.

(d) After 12 years of service through 20 years of service, 20 working days per year.

(e) After 20 years of service, 25 working days per year.

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

12.2 For purposes of computing years of service, employees with more than 20 working days of unpaid time (other than union leave), during the 12-month period preceding their anniversary date, will have such date moved forward, that is delayed, by the number of days in excess of the aforementioned 20 working days.

12.3 Employees shall submit vacation requests to the Director or designated supervisor on form provided by the Board as soon as possible, but not less than two working days in advance. In the event that an emergency situation precludes



timely notice, the request may be submitted orally at the earliest opportunity. All such leaves are subject to approval by the Director or designee. Emergency vacation leave shall be used in half-day or full-day blocks, except that in an emergency situation beyond the employee's ability to control, this requirement may be waived. Nothing herein precludes an employee from being released early on a work day for approved vacation leave.

12.4 If in any calendar year the vacation leave days or any part thereof are not granted by reason of pressure of work, such days of absence or parts thereof not granted shall accumulate and may be carried over to the next succeeding year only.

ARTICLE XIII

HEALTH BENEFITS

13.1 The Board will furnish each employee with medical insurance that is the same as, or equivalent to, the benefits provided through the New Jersey State Health Benefits Program. No employee contribution shall be required for employees who work an average of 20 hours or more per week. Employees who work less than 20 hours per week and elect to receive coverage shall contribute one-half the premium costs through payroll deduction.

13.2 The Board will furnish each employee with prescription coverage (contraceptives excluded), subject to co-payments which shall not exceed \$2.00 for each generic prescription or \$5.00 for each brand-name prescription, effective September 1, 1994.

13.3 The Board will continue to provide each employee with Temporary Disability Insurance in accordance with the provisions of the New Jersey State Plan.

13.4 The Board shall provide dental insurance for employees only, the cost of which shall be paid by the Board up to a maximum of \$18.00 per month for each employee. The maximum cost to be assumed by the Board shall increase to \$22.00 effective September 1, 1994, and thereafter to \$23.00 effective July 1, 1995. Any premium charges in excess of such maximums shall be deducted from employees' pay during the month due.

13.5 The Board reserves the right to change insurance carriers or plans or to self-insure so long as the benefits to be

provided are substantially equivalent to those of the existing plan(s).

13.6 Any employee who retires with at least 25 years of service as credited in the retirement system of the Public Employees' Retirement System or on disability pension shall be permitted to continue his or her medical benefits as if in active service. Notwithstanding the Board's withdrawal from the State Health Benefits Program in 1991, it is the Board's intention to continue this benefit.

#### ARTICLE XIV

##### PERMANENT APPOINTMENT

All permanent appointments shall be made in accordance with Department of Personnel Rules and Regulations.

#### ARTICLE XV

##### POSTING OF VACANCIES

15.1 Employees shall be made aware of all internal vacancies intended to be filled in new or current positions by notice posted on a separate bulletin board reserved only for said vacancies for a period of three full working days; if eligible, each employee shall be permitted to compete for the available vacancies. A "vacancy" shall not be deemed to exist as a result of a mere rearrangement or reassignment of job duties nor as a result of a Department of Personnel desk audit. The Board is not

precluded from interim appointments and retains sole authority to select appointees.

15.2 An employee on Board approved extended leave of absence who makes prior written request shall be mailed a copy of Department of Personnel Promotional Job Announcements to his/her home address during such leave.

#### ARTICLE XVI

#### PERSONNEL RECORDS

16.1 The employment records of each employee shall be open to the inspection of the employee upon request. Each employee will be afforded the opportunity to initial disciplinary material prior to incorporation into his/her permanent personnel file and shall be provided with a copy of same.

16.2 Any disciplinary actions which are normally reported to the Department of Personnel must be retained in the employee's file in accordance with Department of Personnel regulations.

16.3 All employees will receive a written notice of appointment after action is taken on their appointment by the Board at a regular meeting.

ARTICLE XVII

NON-DISCRIMINATION

The Union and Employer both agree that in accordance with and to the extent required by statute, each employee has all rights of citizenship and no employee will be discriminated against or harassed on the basis of race, creed, color, national origin, ancestry, sex, marital status, age, religion, disabilities, affectional or sexual orientation, familial status, armed forces obligation or participation in or lack of participation in legal union activities.

ARTICLE XVIII

UNION ACTIVITIES

18.1 During any calendar year, a total of ten days paid leave may be granted to all employees for Union activities. An additional 35 days unpaid leave annually shall also be made available. All requests for Union leave will be made at least two working days before leave is to commence. If in the opinion of the Director the employee's absence from duty on Union business will impede or render impossible the accomplishment of Welfare Board work, then the Director may upon written notice to the employee deny the leave. Application for any other unpaid

leaves of absence for Union business will be considered on a case-by-case basis by the Board.

18.2 The Local President or designee shall be permitted to address orientation sessions for new employees for a maximum of 20 minutes.

18.3 The Board agrees to maintain a Union bulletin board in a convenient location.

ARTICLE XIX  
REQUESTS FOR LEAVE

19.1 The Board will approve or disapprove, on a case-by-case basis, all written requests for leaves of absence for medical, educational or other purposes such as personal growth and enrichment. All such leaves shall be unpaid unless payment is specifically authorized by statute or required by this Agreement. Requests for leaves of absence shall be submitted in writing and shall be granted or denied in writing.

19.2 Employees who are summoned for jury duty in any state or federal court shall be excused from work on such days without loss of pay, except that the pay shall be reduced by the per diem jury fee received by the employee.

ARTICLE XX  
FAMILY LEAVE

20.1 Accrued sick leave may be used when necessary for attendance upon any member of the employee's immediate family who is ill. For purposes of this section, the immediate family shall be deemed to include the employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

20.2 An employee seeking leave for childbirth, adoption, or foster care shall request such leave from the Director at least 30 days prior to the commencement of the leave, except when emergent circumstances warrant shorter notice.

20.3 Up to eight weeks of accrued sick leave may be utilized by a female employee in case of childbirth beginning up to four weeks before delivery and continuing up to six weeks after delivery (or longer in case of documented disability).

20.4 Up to four weeks of accrued sick leave may also be used by either male or female employees for purposes of child care within the six-month period following the birth of a child or following the adoption of a child under six years of age.

20.5 The granting of leaves under this Agreement shall be in compliance with state Family Leave Act and the federal Family and Medical Leave Act in effect as of July 1, 1994. Employee health



benefits shall be continued by the Board for a minimum of 12 weeks during any qualifying leave under these statutes.

ARTICLE XXI

TEMPORARY JOB ASSIGNMENT

21.1 The mandates of the Department of Personnel concerning transfers and assignments shall be followed.

21.2 In the event an employee is directed in writing to assume a total higher job, provided that the higher job is outside of his/her job classification, then the employee will be paid on the same basis as though said employee was provisionally promoted to said job title under the following circumstances:

(a) The assignment is for a period of five or more consecutive working days, in which case the employee will receive the appropriate pay retrospectively to the first day of such assignment, or

(b) The employee has been assigned to the higher job for an aggregate of 16 or more working days in a calendar year, in which case the employee will receive the appropriate pay commencing with the 16th day.

ARTICLE XXII

SPECIAL PAYMENTS

The Board shall pay the sum of \$300 every January as additional compensation to any Income Maintenance Technician, Worker, Specialist, or Social Worker with a bilingual variant who regularly performs translating duties.

ARTICLE XXIII

MANAGEMENT RIGHTS

23.1 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(a) The executive management and administrative control of the Board of Social Services and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.

(b) To make rules of procedure and conduct including the introduction and use of new and improved methods and equipment, to contract out for goods and services, to decide the

number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

(c) The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Board after advance notice thereof to the employees and to require compliance by the employees is recognized.

(d) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

(e) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

(f) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

(g) To subcontract any of the work performed by employees covered by this Agreement for reasons of economy or other legitimate business reasons, provided the Union is consulted 120 days in advance.

23.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and the furtherance

thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

23.3 Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under any national, state, county or local laws or regulations.

ARTICLE XXIV

WORK CONTINUITY

24.1 The Union agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow-down, sick-out, walkout or other job action, nor shall there be any individual action the purpose of which is to induce employees to engage in such activities against the Board during the term of this Agreement. It is understood that Employees who participate in such activities may be subject to disciplinary action.

24.2 Nothing contained in this Agreement shall be construed to eliminate or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

ARTICLE XXV

UNION REPRESENTATIVES

25.1 The Union will designate one representative to deal with the Director of the Board of Social Services, said representative to act as liaison between the Board and the Union concerning management and/or employee problems.

25.2 The Union representative shall contact the Board of Social Services Director and request that meetings be set up as needed and as convenient to the schedule of the Director to discuss any problems of concern to the Union representative. If in the opinion of the Director (or designee) it is mutually beneficial to meet on work time, then the employee shall suffer no loss in pay.

ARTICLE XXVI

RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

26.1 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 and management's role as the Employer.

26.2 It is further understood that every employee, supervisor, manager and Board member shall be treated in accordance with accepted standards of decency, courtesy and respect.

ARTICLE XXVII

RETIREMENT

The Board shall make a lump sum payment to eligible employees covered by this Agreement who retire from the Public Employee Retirement System to be computed at the rate of one-half their daily rate of pay for each day of earned and unused accumulated sick leave. The daily rate of pay shall be based upon the average annual compensation received during the last year of employment prior to the effective date of retirement. In no event shall such payment exceed \$12,000.



## ARTICLE XXVIII

### DISCIPLINE

28.1 No employee shall be terminated, suspended or fined without just cause. 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.

28.2 The concept of progressive discipline shall be applied whenever practicable as a corrective measure in the event of disciplinary infractions. It is understood, however, that some violations may be so serious as to warrant termination for the first offense.

28.3 Any employee is entitled to have upon request Union appointed representation in any departmental hearing and/or Department of Personnel hearing. Whenever an employee has reasonable suspicion to believe that he or she is to be suspended, discharged or fined, then the employee shall be entitled to a Union representative at such disciplinary meeting or 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.

28.4 The Union shall be notified of all disciplinary actions involving written reprimands or greater for employees in the bargaining unit.

ARTICLE XXIX  
HEALTH AND SAFETY

29.1 Health and Safety Committee

(a) There shall be a Health and Safety Committee composed of a maximum of three members selected by the Employer and three selected by the Union.

(b) 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 pertaining to the bargaining units.

(c) Nothing herein precludes the possible need for discussion and resolution of imminent and potentially dangerous situations during working hours.

29.2 Annual vision screening will be provided by the Board for Data Entry Machine Operators, Senior Data Entry Machine Operators and Principal Data Entry Machine Operators and other employees who regularly operate VDT equipment in excess of 50% of their work time.

ARTICLE XXX

EVALUATIONS

30.1 Each employee shall be evaluated in writing at least once per year or more often as management may deem necessary or as required by Department of Personnel 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.

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

30.3 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 contents of the evaluation. A copy will be furnished to the employee concerned.

30.4 As part of the evaluation process, the supervisor or manager shall provide a conference to the employee in order to discuss the evaluation and improvement goals where applicable.

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

30.6 Appeal of the evaluation may be made through the grievance procedure except that the final and binding determination shall reside with the Director (or with the Board

if the Director is the evaluator). If an increment is withheld as a result of such evaluation(s), then a grievance arising therefrom may be appealed through the grievance procedure to the Board which shall make a final and binding determination.

30.7 If the evaluation is a primary or contributing factor in future adverse action (i.e., demotion, separation, etc.) the employee shall have such hearing rights as are provided by the Department of Personnel.

30.8 Where an employee is to be evaluated, and such evaluation results in increment withholding, then such evaluation shall be provided no less than 45 days prior to such negative action nor more than 90 days prior to the event.

30.9 Evaluations used for the purpose of granting or withholding increments shall be based on a 12 month period of service.

30.10 If such increment is withheld, then a follow-up evaluation shall be provided within six to eight months after the previous evaluation that was the basis for withholding of increments. If the follow-up evaluation reflects satisfactory performance, then the increment shall be paid effective six months from the date the withheld increment would have been paid.

ARTICLE XXXI

CREDIT UNION CHECKOFF

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

ARTICLE XXXII

INDEMNIFICATION

32.1 Tort Claim - The Board will indemnify an employee for damages resulting from any tort claim or any civil violation of state or federal law arising out of the employee's scope of employment, if, in the opinion of the Board, the acts committed by the employee upon which the damages are based are not criminal or did not constitute fraud, malice, willful misconduct or intentional wrongdoing.

ARTICLE XXXIII

SEPARABILITY AND SAVINGS

33.1 If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or if compliance with or enforcement of

any provisions should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative, but all other provisions not affected thereby shall continue in full force and effect.

#### ARTICLE XXXIV

#### FULLY-BARGAINED PROVISIONS

34.1 The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that 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 the subject of negotiations.

34.2 Following the execution of this Agreement, the parties shall reopen negotiations concerning the establishment of flexible spending accounts for employees and the waiver of employee health benefits. The parties also agree to negotiate concerning the establishment of flex-time and alternative workweeks as set forth in Section 2.4.

34.3 On or about April 1, 1996, the parties shall reopen negotiations concerning salary increases and liability for payment of dental plan premiums during the final year of this Agreement, commencing July 1, 1996.

ARTICLE XXXV

DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT

35.1 This Agreement shall be effective July 1, 1994 and shall continue through June 30, 1997.

35.2 Negotiations over a successor agreement shall commence on or about April 1, 1997.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this        day of        , 1994.

COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO

GLoucester COUNTY BOARD  
OF SOCIAL SERVICES

Carol E. Jay

Margaret Miners Smith

Richard A. Dawn

Carol Perrotta

Samuel J. O'neal

William J. ...

Francis J. ...

Priscilla R. Ryan

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\_\_\_\_\_  
\_\_\_\_\_

**GLOUCESTER COUNTY BOARD OF SOCIAL SERVICES  
Salary Chart**

Effective Date: August 1, 1994

	INC=5%	1	2	3	4	5	6	7	8
5	754.76	15095.28	15850.04	16604.80	17359.57	18114.33	18869.09	19623.86	20378.62
6	792.50	15850.04	16642.54	17435.04	18227.54	19020.04	19812.55	20605.05	21397.55
7	832.13	16642.54	17474.67	18306.80	19138.93	19971.05	20803.18	21635.31	22467.43
8	873.73	17474.67	18348.40	19222.13	20095.87	20969.60	21843.33	22717.07	23590.80
9	917.42	18348.40	19265.82	20183.24	21100.66	22018.08	22935.50	23852.92	24770.34
10	963.29	19265.82	20229.11	21192.40	22155.69	23118.98	24082.27	25045.56	26008.85
11	1011.46	20229.11	21240.56	22252.02	23263.47	24274.93	25286.39	26297.84	27309.30
12	1062.03	21240.56	22302.59	23364.61	24426.64	25488.67	26550.70	27612.73	28674.75
13	1115.13	22302.59	23417.71	24532.84	25647.97	26763.10	27878.23	28993.36	30108.49
14	1170.89	23417.71	24588.60	25759.48	26930.37	28101.25	29272.14	30443.02	31613.91
15	1229.43	24588.60	25818.03	27047.46	28276.89	29506.32	30735.75	31965.18	33194.60
16	1290.90	25818.03	27108.93	28399.83	29690.73	30981.63	32272.53	33563.43	34854.34
17	1355.45	27108.93	28464.37	29819.82	31175.27	32530.71	33886.16	35241.60	36597.05
18	1423.22	28464.37	29887.59	31310.80	32734.02	34157.24	35580.46	37003.68	38426.90
19	1494.38	29887.59	31381.96	32876.34	34370.72	35865.10	37359.48	38853.86	40348.24
20	1569.10	31381.96	32951.06	34520.16	36089.25	37658.35	39227.45	40796.55	42365.65
21	1647.55	32951.06	34598.61	36246.17	37893.72	39541.27	41188.82	42836.38	44483.93
22	1729.93	34598.61	36328.54	38058.47	39788.40	41518.33	43248.26	44978.19	46708.12
23	1816.43	36328.54	38144.97	39961.40	41777.82	43594.25	45410.68	47227.10	49043.53
24	1907.25	38144.97	40052.22	41959.47	43866.72	45773.97	47681.22	49588.47	51495.72



**GLOUCESTER COUNTY BOARD OF SOCIAL SERVICES**  
**Salary Chart**

Effective Date: July 1, 1995

INC=5%	1	2	3	4	5	6	7	8	
5	784.95	15699.09	16484.04	17269.00	18053.95	18838.90	19623.86	20408.81	21193.77
6	824.20	16484.04	17308.24	18132.44	18956.64	19780.85	20605.05	21429.25	22253.45
7	865.41	17308.25	18173.66	19039.07	19904.48	20769.89	21635.31	22500.72	23366.13
8	908.68	18173.65	19082.33	19991.02	20899.70	21808.38	22717.07	23625.75	24534.43
9	954.12	19082.33	20036.45	20990.57	21944.68	22898.80	23852.92	24807.03	25761.15
10	1001.82	20036.45	21038.27	22040.09	23041.92	24043.74	25045.56	26047.38	27049.20
11	1051.91	21038.27	22090.19	23142.10	24194.01	25245.93	26297.84	27349.75	28401.67
12	1104.51	22090.18	23194.69	24299.20	25403.71	26508.22	27612.73	28717.24	29821.74
13	1159.73	23194.69	24354.42	25514.16	26673.89	27833.63	28993.36	30153.10	31312.83
14	1217.72	24354.42	25572.14	26789.86	28007.58	29225.30	30443.02	31660.75	32878.47
15	1278.61	25572.14	26850.75	28129.35	29407.96	30686.57	31965.18	33243.78	34522.39
16	1342.54	26850.75	28193.29	29535.82	30878.36	32220.90	33563.43	34905.97	36248.51
17	1409.66	28193.28	29602.95	31012.61	32422.28	33831.94	35241.60	36651.27	38060.93
18	1480.15	29602.94	31083.09	32563.24	34043.38	35523.53	37003.68	38483.83	39963.97
19	1554.15	31083.09	32637.24	34191.40	35745.55	37299.71	38853.86	40408.02	41962.17
20	1631.86	32637.24	34269.10	35900.96	37532.82	39164.69	40796.55	42428.41	44060.27
21	1713.46	34269.10	35982.56	37696.01	39409.47	41122.92	42836.38	44549.83	46263.29
22	1799.13	35982.55	37781.68	39580.81	41379.94	43179.06	44978.19	46777.32	48576.45
23	1889.08	37781.68	39670.77	41559.85	43448.94	45338.02	47227.10	49116.19	51005.27
24	1983.54	39670.77	41654.31	43637.85	45621.39	47604.93	49588.47	51572.01	53555.54

APPENDIX I  
CLASSIFICATIONS AND SALARY RANGES

Assistant Administrative Supervisor of Income Maintenance . . .	24
Assistant Training Supervisor, County Welfare Agency . . . . .	24
Chief Clerk . . . . .	21
Child Support Supervisor . . . . .	22
Income Maintenance Supervisor . . . . .	22
Social Work Supervisor . . . . .	22