

# AGREEMENT

BETWEEN

BURLINGTON COUNTY WELFARE BOARD

AND

LOCAL 1086

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

LIBRARY  
Institute of Management and  
Labor Relations

JAN 13 1982

RUTGERS UNIVERSITY

1981-1983

AGREEMENT BETWEEN THE

BURLINGTON COUNTY WELFARE BOARD

AND

LOCAL 1086

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

JULY 1, 1981 - JUNE 30, 1983

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble	1
I	Recognition	1
II	Management Rights	1
III	Dues and Representation Fee Check Off	1
IV	Seniority	2
V	Hours of Work	2
VI	Grievance Procedure	3
VII	Holidays	6
VIII	Sick Leave	7
IX	Leave of Absence Without Pay	8
X	Vacation Leave with Pay	8
XI	Pregnancy Disability and Child Care Leave	9
XII	Educational Benefits	9
XIII	Health Insurance Coverage	10
XIV	Health and Safety	11
XV	Personal Leave	11
XVI	Bereavement	12
XVII	Evaluations	12
XVIII	Voluntary Savings Plans and Credit Union Funds	12
IX	Announcement of Promotional Job Openings	13
XX	Temporary Job Placement	13
XXI	Out of Title Work	13
XXII	Training	13
XXIII	Recapitulation of Leave	14
XXIV	Compensation	14
XXV	Longevity	15
XXIV	Use of Privately Owned Vehicles	15
XXVII	Personnel Folders	15
XXVIII	Leave for Union Activities	16
XXIX	Union Activities on the Work Site	16
XXX	Departmental Hearings	17
XXXI	Term of Contract	17
XXXII	Legality of Contract	17
XXXIII	Fully Bargained Clause	17

## PREAMBLE

This Agreement, effective July 1, 1981 through June 30, 1983, for a period of two (2) years, is entered into by and between the Burlington County Welfare Board (hereinafter referred to as the "Employer") and the Communication Workers of America, AFL-CIO (hereinafter referred to as the "Union").

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

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

## ARTICLE I

### RECOGNITION

In accordance with certification by the State of New Jersey Public Employment Relations Commission (Docket Number RO-54), the Welfare Board recognizes the Union as the exclusive collective negotiations agent for all employees excluding Director, Deputy Director, Chief Clerk, Supervisor of Administrative Services, and other Supervisors within the meaning of the Civil Service and Employer-Employee Relations Act.

## ARTICLE II

### MANAGEMENT RIGHTS

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

## ARTICLE III

### DUES AND REPRESENTATION FEE CHECK OFF

1. In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from each pay period, the established Union dues. It is further agreed that the Board shall remit such deductions to the Union prior to the 10th day of the month following the month for which such deduction is made. Dues shall be two (2) hours pay per month based on a forty (40) hour work week or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made.

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

#### ARTICLE IV

##### SENIORITY

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

#### ARTICLE V

##### HOURS OF WORK

1. The normal work week shall consist of thirty-five (35) hours per week.
2. OVERTIME - Overtime, when authorized by the Director, shall be performed by any employee, to provide extra services entirely outside of regularly prescribed hours of duty.
3. OVERTIME PAY - When, by reason of the pressure of official business, an employee is authorized and required to work on a holiday, or to work overtime as defined

above the employee is entitled to receive cash compensation for overtime pay for work performed on a holiday and/or work performed beyond thirty-five (35) hours in any given work week at a rate of 1½ times the regular rate at which he is employed; provided that the employee is in a pay status for the entire thirty-five (35) hour work week.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### 1. PURPOSE

- a. 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.
- b. 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.

#### 2. DEFINITIONS: The term "grievance" shall mean an allegation that there has been:

- a. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or
- b. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which shall be processed up to and including the Welfare Board and shall hereinafter be referred to as a "non-contractual grievance".

#### 3. PRESENTATION OF A GRIEVANCE

The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure. The Union may, at its option, provide a Recorder, who shall be an employee of the Employer.

#### 4. STEPS IN THE GRIEVANCE PROCEDURE

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

##### STEP 1

- a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his or her Supervisor within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) 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 fifteen (15) working days after receipt of the grievance.
- c. In the event that the grievance is not related to a supervisory matter and is not within the purview of the Supervisor to act upon and when the parties mutually agree, such grievance may be moved to the 2nd step without a hearing at the first step.

#### STEP 2

- a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is the Shop Steward or Local Union Officer.
- b. The Director of Welfare, or his designee, shall render his decision within ten (10) working days after the receipt of the complaint.

#### STEP 3

- a. Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within ten (10) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the grievant files his statement with the Board at least fifteen (15) working days prior to a Regular monthly Board meeting, the matter shall be placed on the agenda for that monthly Board meeting. Statements filed less than fifteen (15) working days before a Regular monthly Board meeting, may be heard by the Board at the meeting or at the Board's discretion, placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or Union representative may request an appearance before the Board. The Board will render its decision within thirteen (13) working days after the Board meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.
- b. The grievant may be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process grievances.

#### STEP 4

- a. Any unresolved contractual grievance (as defined in 2a) except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within thirty (30) working days after the receipt of the Board's decision.
- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to

Civil Service is available, the individual may present his complaint to Civil Service directly. The grievant may pursue the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and finding and constitutes an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance forms.

- d. The parties do not desire a permanent arbitrator. They have the option of selecting an arbitrator on a case-by-case basis as follows:
  - (1) by selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission, or;
  - (2) by selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.
- e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
- f. The decision or award of the arbitrator shall be final and binding on the Employer, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.
  - (1) Any arbitration decisions or award affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare, refuses to approve an arbitrator's decision or award as being in contravention of Ruling 11, 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.
- g. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Employer's authority.
- h. The arbitrator shall have no authority to prescribe a monetary award as a penalty for violation of this agreement.
- i. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.
- j. The costs of the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.
- k. The cost of transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.



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

5. DISCIPLINE FOR CAUSE

- A. Discipline for cause shall remain the prerogative of the Employer unless subsequent legislation or court decisions shall determine otherwise in which case this matter shall be grounds for the re-opening of negotiations between the Union and the Employer as provided in Article XXXIII hereinafter.
- B. In accordance with New Jersey Department of Human Services Informational Transmittal #88 disciplinary disputes shall be subject to the grievance procedure herein set forth except that arbitration, if selected, shall be advisory.

ARTICLE VII

HOLIDAYS

1. Holidays which are referred to in this Article include legal holidays as fixed by statutes, these being:

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

2. Whenever any such holiday falls on a Sunday, the following day shall be the holiday and when any such holiday falls on a Saturday, the preceding day shall be the holiday.
3. Additional holidays as established from time to time by gubernatorial proclamation, and additional days which may be established by appropriate authority by rule, proclamation, or order in a given locality as holidays for public employees in that locality.
4. The employee must be in a pay status (excluding employees on educational leave with pay) the work day before and work day after a holiday in order to be paid for that holiday.

## ARTICLE VIII

### SICK LEAVE

1. The current sick leave policy shall be continued during the life of this Agreement as follows:
  - a. During the remainder of the calendar year in which a provisional or permanent employee is first appointed, that employee will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.
  - b. Permanent and provisional employees starting with the second calendar year of employment shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used in accordance with established Employer policy.
2. Temporary Employees

Temporary Employees shall be granted sick leave with pay on the basis of one (1) day sick leave for each full month of service or major fraction thereof. Sick leave may be taken by each employee not exceeding the amount earned. They will be permitted to accumulate sick leave without limit.
3. All Employees
  - a. Sick leave can only be used as defined in Ruling 11, Part 11 5a. Sick leave for absences of long duration must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a written statement by a physician prescribing the sick leave and giving the reasons for the sick leave.
  - b. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at 9:00 A.M. or as soon as possible thereafter on the first day of absence. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted whenever an employee is on sick leave for five (5) consecutive work days or more.
  - c. All sick leaves are subject to Administration and/or Board approval and, where appropriate, to approval by the Division of Public Welfare and the Department of Civil Service.
  - d. Each employee in the classified service who retires after July 1, 1981 from the Public Employee's Retirement System shall be entitled upon retirement to receive a lump sum payment for accumulated unused sick leave earned during continuous unbroken service since the most recent date of hire. This payment shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided however, that no lump sum supplemental compensation payment shall exceed \$12,000.00. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.

## ARTICLE IX

### LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay may be granted, at the discretion of the Employer to permanent employees for any reason considered good by the Employer, for a period not to exceed six (6) months at any one time in accordance with Ruling 11, subject to approval by the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon approval by the Department of Civil Service for reasons as established by Commission Regulations.
2. In all cases, a letter of request from the employee setting forth the reasons why the leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Employer. No leave of absence without pay shall become effective without prior approval by the Welfare Board and/or the Welfare Director.
3. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced at the same rate earned for every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.
4. Employees shall not be granted leave of absence without pay to accept employment outside of the Welfare Board.
5. Provisional or temporary employees may be granted up to 60 days of leave without pay in accordance with the provisions of Ruling 11.

## ARTICLE X

### VACATION LEAVE WITH PAY

1. Full time employees shall be granted vacation leave as follows:
  - a. One (1) working day for each month of service or major portion thereof during the first year;
  - b. After one (1) year of service through five (5) years of service, twelve (12) working days per year;
  - c. After five (5) years of service through twelve (12) years of service, fifteen (15) working days per year;
  - d. After twelve (12) years of service through twenty (20) years of service, twenty (20) working days per year;
  - e. After twenty (20) years of service, twenty-five (25) working days per year.
2. Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the Employer or other county office provided there is no break in service of more than one week.

3. Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. Vacation leave upon request of the employee and approval by the Employer may be carried into the following year, but no further.
4. When vacation requests conflict, the employee with the most seniority shall be given preference of vacation time.

#### ARTICLE XI

##### PREGNANCY DISABILITY LEAVE AND CHILD CARE LEAVE

1. Pregnancy disability leave and child care leave shall be granted in compliance with Civil Service Regulations.
2. Leave without pay for permanent employees for this purpose shall be granted for a maximum of one (1) year upon written request in accordance with the provisions of Article IX, Provisionals and temporary employees will be granted leave for this purpose as indicated in Article IX, paragraph 5.
3. Fathers of newborn children and newly adoptive parents may apply for, and will be granted, a leave of absence without pay for a period not to exceed three (3) months, in accordance with Article IX of this agreement.
4. Request for pregnancy disability leave and/or child care leave shall be made in writing to the Welfare Director. Notification of pregnancy shall be given to the Welfare Director not later than the end of the sixth month of pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing.

#### ARTICLE XII

##### EDUCATIONAL BENEFITS

1. All employees with one year permanency with the Employer shall be entitled to reimbursement with prior approval of the Welfare Board for not more than twelve (12) credit hours per calendar year to the extent of 100% of tuition in job related areas, subject to the provisions of Ruling 11. All employees must show proof of enrollment and upon completion of course, must show proof of satisfactory completion of course (grade of "c" or better), to receive reimbursement. Rates, not to exceed those of Rutgers, the State University.
2. Basic adult education programs and GED program tuition costs shall be reimbursed at the rate of 100%. All employees must show proof of satisfactory completion, (grade "c" or better), in order to receive reimbursement. Rates are not to exceed those of Rutgers, the State University.
3. The method of the time lost from work in order to attend classes shall be determined by the Education Committee and shall not exceed 4 hours per week.
4. There shall be a Union representative on the Education Committee.

5. The Education Committee shall recommend the granting of educational leave where there is a limitation on the number of candidates for leave subject to approval by the Director. Seniority will be considered when all other things are equal.

## ARTICLE XIII

### HEALTH INSURANCE COVERAGE

1. The Employer agrees to pay for the designated cost to provide coverage for eligible employees and their dependents, in accordance with the definition of the insurance carrier, for Blue Cross and Blue Shield Plans of New Jersey (Series 750) and a major medical benefit underwritten by the Prudential Insurance Company of America, or HMO Basic and Supplemental Benefits Program in accordance with the New Jersey Health Benefits Program. Upon its availability through the New Jersey Health Benefit Program, the Employer agrees to adopt the 14/20 series Blue Cross and Blue Shield Plans of New Jersey if enabling legislation permits the Employer the option of selecting the 14/20 series in lieu of the 750 series.
2. Blue Cross/Blue Shield or HMO coverage for all employees will be provided from the first day of the month following the completion of two (2) full months of continuous service with the employer.
3. Basic single coverage of the New Jersey Dental Service Plan, Inc., will be paid by the Employer. Coverage will be provided from the first day of the month following the completion of three (3) full months of continuous service with the Employer.
4. It is further agreed that subject to the availability of a county physical examination health facility, provided by the Burlington County Health Department, the employer shall:
  - a. Provide the opportunity for each employee to receive an annual physical examination, at such county health facility, on a voluntary basis at a time or times scheduled by the Employer.
  - b. Institute a voluntary immunization program, at such county health facility to cover TB testing, sickle cell anemia, polio, flu, and any other job related contagious disease to which the employee may be exposed. Approval of immunization will be granted by the Director.
5. Effective January 1, 1982, all employees of the Welfare Board shall be brought into the State Disability System.
6. Any employee who retires from the Employer on a permanent job-related disability will receive continued medical and dental benefits until age sixty-five (65) or until Medicare coverage is granted providing such is permitted by the Public Employees Retirement System.
7. Any employee who retires with twenty-five (25) years of service will continue to receive medical and dental benefits until age sixty-five (65) or until Medicare coverage is granted; or unless offered or provided by another employer providing such is permitted by the Public Employees Retirement System.

## ARTICLE XIV

### HEALTH AND SAFETY

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

1. The Employer agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels and health and safety in general. The Employer further agrees to comply with local, state and federal health and safety laws and regulations.
2. The Employer and the Union agree to the formation of a Health and Safety Committee to be comprised of three representatives from management and three representatives from the Union. The purpose of the committee is to make recommendations to the Welfare Board concerning the improvement or modification of working conditions which represents hazards to the employees, clients, and to property of the Board.

## ARTICLE XV

### PERSONAL LEAVE

1. Full time employees shall be credited with three (3) days of Personal Leave as follows:
  - a. New employees will earn one (1) personal day after each three (3) full months of continuous employment up to a maximum of three (3) days personal leave during the remainder of the calendar year following date of appointment.
  - b. After the first calendar year following date of appointment, employees shall be credited with three (3) days of personal leave.
2. Request for personal leave of absence must be approved in advance by the employee's immediate supervisor except in case of emergency, in which case, timely notice shall be considered the day the leave is requested.
3. Personal leave is granted for the purpose of conducting personal business which cannot be conveyed during normal off duty hours.
4. No employee shall be granted a personal leave day on the business day proceeding or following a paid vacation day or holiday, except in cases of emergency or religious day, or in any other case without the prior approval of the Director or Deputy Director.
5. No personal leave shall be granted during the month of December except with the prior approval of the Director or Deputy Director, or in cases of emergency.
6. Personal leave days shall not be accumulated beyond the calendar year.

## ARTICLE XVI

### BEREAVEMENT

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

## ARTICLE XVII

### EVALUATIONS

Employees shall be evaluated annually, and merit increments shall not be withheld due to the failure of a supervisor to complete evaluation in timely manner.

1. Evaluation shall be made at least once each year for all employees who have worked at least three months during a rating period.
2. Each employee shall be notified of his performance evaluation and shall have the opportunity to review such evaluation with the supervisor who made the evaluation.
3. Appeals on adverse (that is, unsatisfactory) performance evaluations shall be resolved through the grievance procedure. If the rating is a primary or contributing factor in future adverse action (that is, demotion, separation and so forth), the employee retains all rights to a formal hearing, as provided in the NJAC Title 4 Subchapter 5.
4. At the six month point between annual evaluations, the supervisor shall confer with the employee and advise the employee of his performance since the last evaluation and set goals for the next evaluation.

## ARTICLE XVIII

### VOLUNTARY SAVINGS PLANS AND CREDIT UNION FUNDS

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

## ARTICLE IX

### ANNOUNCEMENT OF PROMOTIONAL JOB OPENINGS

1. Individual notices of each promotional examination and an application form shall be provided by the Department of Civil Service and through the Employer to each employee eligible for admission to such examination.
2. Notices of examinations are subject to Civil Service regulations and shall include:
  - a. The title of the class for which the examination is to be held;
  - b. The salary rate of range;
  - c. A reference to duties and responsibilities;
  - d. Established minimum qualification requirements for admission of applicants;
  - e. The parts and respective examination weights;
  - f. Information concerning the filing of applications.
3. All existing vacancies shall be posted on the appropriate employee's bulletin board for a period of five (5) working days before the job is filled, and the union shall be notified of the selection or appointment.

## ARTICLE XX

### TEMPORARY JOB REPLACEMENT

When there is a need to fill a position on a temporary basis, the procedure will be as follows:

1. In the event an employee is required to leave employment because of pregnancy disability, education leave, prolonged illness, or any other long term authorized leave of absence, a qualified replacement will be provided from the certified list, if existing, to perform the duties of the absent employee.
2. Replacement efforts for an employee will commence after the employee has been absent for five (5) consecutive work days, and a prognosis reflects anticipated leave beyond one (1) month.

## ARTICLE XXI

### OUT OF TITLE WORK

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

## ARTICLE XXII

### TRAINING

1. The employer agrees to maintain a qualified Training Supervisor to conduct training of newly appointed workers.



2. The employer agrees that there shall be an orientation period to properly train all new clerical personnel hired.
3. Time not to exceed thirty (30) minutes will be allocated at a training session for new employees to allow an authorized Union representative to explain the contents and benefits of a Union negotiated agreement and to discuss the benefits of Union affiliation.
4. Employees shall be made aware through a training session that services are available to them for alcohol, drug, gambling, and stress related problems. A county referral system will be maintained by the Employer.

### ARTICLE XXIII

#### RECAPITULATION OF LEAVE

The Employer will issue a semi-annual recapitulation of accrued sick and vacation leave to each employee during the months of January and July on an individual basis.

### ARTICLE XXIV

#### COMPENSATION

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

1. Effective July 1, 1981 employees salaries will be adjusted in range and step to Compensation Schedule I, of Ruling 11 in effect July 1, 1981.
2. Effective January 1, 1982 employees salaries will be adjusted in range and step to Compensation Schedule X of Ruling 11 in effect January 1, 1982.
3. Effective July 1, 1982 employees salaries will be adjusted to reflect a 7% increase in range and step to step in accordance with the appropriate Compensation Schedule of Ruling 11 to be revised effective July 1, 1982.
4. The salaries and stipulations contained in this article are based on a thirty-five (35) hour work week. The entrance salary for all titles shall be the minimum step of the salary range except that the minimum hiring rate shall not be less than \$7500.00 per annum.
5. All employees who are not at the maximum of their salary range and have satisfactorily completed at least one year of continuous employment and whose date of hire is from January 2, through April 1 shall receive a merit increment on April 1 of the following year; those whose date of hire is from April 2 through July 1 shall receive a merit increment on July of the following year; those whose date of hire is from July 2 through October 1 shall receive a merit increment on October of the following year; those whose date of hire is from October 2 through January 1 shall receive a merit increment on January 1 of the second year; in those situations in which the employee's salary adjustment equals two or more increments in the old range as a result of a promotion or reclassification, the employee's anniversary date will change based on the effective date in the same manner as a new hire.

- 6. A one time cash payment in the amount of \$250.00 shall be made to employees being paid on the basis of Range 12 or below, and who have at least one year of continuous service as of July 1, 1981 (date of hire July 1, 1980 or earlier), such payment to be made within 30 days of the date this agreement is approved by the Division of Public Welfare.
- 7. A one time cash payment in the amount of \$250.00 shall be made on July 1, 1982 to employees being paid on the basis of Range 12 or below, and who have at least one year of continuous service as of July 1, 1982 (date of hire July 1, 1981 or earlier).

ARTICLE XXV

LONGEVITY

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

	<u>1981</u>	<u>Effective 1982 and thereafter:</u>
5 years	1½%	2% of salary as of December 1st
10 years	2½%	3% of salary as of December 1st
15 years	3½%	4% of salary as of December 1st
20 years	4½%	5% of salary as of December 1st
25 years	5½%	6% of salary as of December 1st

- 2. Any employee who retires during the course of the year will receive if he or she is eligible longevity payment on a monthly prorated basis. The same procedure will be followed in the case of an eligible employee who dies. Such payment shall be made to the estate of the deceased employee.

ARTICLE XXVI

USE OF PRIVATELY OWNED VEHICLES

No employee shall be permitted to use a privately owned vehicle for the Employer's business without the express permission of the Director of Welfare given in writing.

ARTICLE XXVII

PERSONNEL FOLDERS

- 1. No dual personnel records are to be kept, unless otherwise required by law. Each employee shall, if he or she requests, have an opportunity to review his/her personnel folder within two working days of such a request. The employee may be provided upon request with a copy of relevant documents in his/her folder.

## ARTICLE XXVIII

### LEAVE FOR UNION ACTIVITIES

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

## ARTICLE XXIX

### UNION ACTIVITIES ON THE WORK SITE

1. The Union shall have the right to distribute information dealing with proper legitimate Union Business to employees' desks during non-working hours (lunch hour, break time and before and after work). In addition an adequate space for a Union bulletin board at the Employer's Office will be provided in an accessible and prominent area.

2. The Union shall be allocated a reasonable space for the accumulation and use of literature and resources pertaining to Union Business provided such space is available.
3. Monthly Union meetings may be held on the premises at lunch hour. Location of these meetings shall be dependent upon whatever space is available at the discretion of the Director or his representative. Special Union meetings may be called and may be held during the lunch hour on the premises. All meetings, whether special or monthly, held during working hours shall not be held without prior consent being given by the Director or his representative.

#### ARTICLE XXX

##### DEPARTMENTAL HEARINGS

An employee who requests and is granted a departmental hearing for disciplinary action taken against him or her shall have the right to one Union representative and one Union recorder.

#### ARTICLE XXXI

##### TERM OF CONTRACT

This Agreement shall be effective on July 1, 1981 through June 30, 1983 and from year to year thereafter unless either of the parties desires to change or terminate the same. The party desiring such change, changes or termination shall notify the other party in writing of such desire prior to July 1, 1982 and after notification, negotiations shall commence within thirty (30) days of such written request.

This Agreement may be reopened prior to July 1, 1982, upon the giving of the notice required hereinabove for the purpose of discussion and negotiation of the following subjects and of such subjects only:

- A. Health Benefits
- B. Grievance Procedure
- C. Agency Shop

#### ARTICLE XXXII

##### LEGALITY OF CONTRACT

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

#### ARTICLE XXXIII

##### FULLY BARGAINED CLAUSE :

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment set forth in this agreement. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

IN WITNESS WHEREOF the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 4th day of October, 1981.

Communications Workers of America

BY: Carol E. Gray C.E.A.  
BY: John J. Previtt C.E.A.  
BY: Anthony Callicott C.E.A.

Burlington County Welfare Board

BY: [Signature]  
BY: Robert F. Gallagher

REVIEWED AND APPROVED BY:

[Signature]  
Director, Div. of Public Welfare  
G. Thomas Riti

